

Harmony Psychotherapy Center

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Rights and Responsibilities

Welcome to Harmony Psychotherapy Center. The following is a description of our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protection and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

If you would like to discuss these practices with your clinician, they will be more than happy to review it with you and answer any questions you may have. The law requires that your signature be obtained and kept in your records acknowledging that you have received this information. When you sign the document, it also represents an agreement between you and Harmony Psychotherapy Center. You may revoke this agreement in writing at any time unless there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

As an independent practitioner, your clinician is solely responsible for matters concerning your clinical care. Feel free to direct any questions or concerns to her.

The following outlines important policies which you should know about.

Professional Records:

The laws and standards of the profession require that Protected Health Information be kept in each patient's clinical record. Except in unusual circumstances that involve danger to oneself, patients may examine and/or receive a copy of the clinical record if you request it in writing.

Minors and Parents:

Children of any age have the right to consent to and receive mental health treatment without parental consent, and, in that event, information about the treatment cannot be disclosed to anyone without the child's permission. While any child's privacy is crucial to successful progress, parental involvement is essential for success. Therefore, limited information will be provided for parents, unless the therapist feels the child is in danger to himself or to someone else.

Appointments, Fees, and Cancellations:

Counseling sessions are normally scheduled once per week for 45-50 minutes. Patients are expected to keep their appointments and to pay all associated fees at the time services are rendered. It is expected that patients will give at least 24 hours notice if they should have to cancel their appointment (unless emergency) otherwise, **the entire fee** may be charged. If this issue persists, you may be asked to find treatment elsewhere. For our Medicaid clients, we cannot charge a fee, but will operate on a 3-strike rule. That means, after three missed appointments, treatment will be terminated.

Other professional services may be charged at a rate of \$150 per hour, prorated to the nearest quarter hour. These services may include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with whom you are involved (with your permission), preparation of records or treatment summaries and court appearances. These are generally not reimbursable by insurance.

We do not generally appear in court voluntarily. Court appearances will be billed a flat rate of \$4,000 payable on the day of court.

If a patient's account has an outstanding balance for more than 60 days and arrangements have not been agreed upon, we reserve the right to use legal means to secure the payments. This can involve phone calls, letters or a collection agency.

Termination:

It is hoped that termination of services will be an agreement between the therapist and the patient (or parent). When there has been no contact from a patient for 30 days, the case will be closed automatically and can be reopened at any time, subject to therapist's discretion and availability.

Limits on Confidentiality:

The law requires privacy of all communication between a patient and their therapist. In most situations, a therapist can only release information about your treatment to others if you sign a written authorization form that meets HIPAA standards. There are some situations covered under an advance written consent. Your signature on this agreement will acknowledge the possibility of the following:

- The therapist may occasionally find it helpful to consult with other mental health professionals about a case. During consultation, every effort is made to avoid revealing a client's identity. The other professional is also legally bound to keep information confidential.
- The therapist employs a professional billing service via an electronic clearinghouse, Secure Connect. They promise to maintain confidentiality as required by law to process claims.
- If a patient threatens to harm him or herself, the therapist may be obligated to seek hospitalization for him/her, or to contact family members who can help to provide protection.

There are some situations in which the therapist is permitted or required to disclose information without your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the patient-therapist privilege law. Information cannot be provided without your (or your legal representative's) written authorization, or court order, or if a subpoena is served with appropriate notices. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order the disclosure of your information.
- If a government agency is requesting information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against their therapist, relevant information regarding that patient may be used in the therapist's defense.
- If a patient files a worker's compensation claim, mental health reports may be provided upon request.

There are some unusual situations in which therapists are legally bound to take action, if they believe they must do so to protect others from harm:

- If there is reason to suspect that a child or adult is being abused, neglected or exploited, the law requires a report to be filed to the Department of Social Services. Additional information may be requested after the report is filed.

- If a client communicates specific threat of immediate physical harm to an identifiable victim, and it is believed that he/she has the ability to carry out that threat, we are required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If one of these situations does arise, the therapist will make every effort to discuss it with you before taking any action, and will limit the disclosure to only what is absolutely necessary.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW
OF POLICIES AND PROCEDURES**

I acknowledge that I have read, received and discussed (if necessary) the policies, procedures, and release of confidential information with my treatment provider as indicated by my signature below:

Client

Date

Legal Guardian of Minors

Date

Legal Guardian of Minors

Date

Clinician

Date