

Disclosure Statement, Agreement For Services, and Notice of Privacy Practice

Introduction

This document is intended to provide important information to you regarding your treatment. Please read the entire document carefully and be sure to ask me any questions you may have regarding its contents.

Information about Miranda Palmer, LMFT & Cheryl Fink, LMFT

Your therapist is a licensed Marriage and Family Therapist. At an appropriate time, your therapist will discuss their professional background with you and provide you with information regarding their experience, education, special interests, and professional orientation. You are free to ask your therapist questions at any time about these topics.

Information about This Practice

This is an individual therapy practice owned and operated by Miranda Palmer, LMFT. Although Miranda may, from time to time, share office space with other providers, this office space is mine and mine alone, and others are not responsible for the treatment provided by me. Miranda Palmer, LMFT also employs Cheryl Fink, LMFT. While Miranda is not responsible for the therapy provided by Cheryl, if you have questions or concerns, please contact me immediately at (209) 602-1513.

Fees and Insurance

The fee for service is \$115 per 50-minute individual therapy session.

The fee for service is \$115 per 50-minute conjoint (marital /family) therapy session.

The fee for service is \$125 per 50-minute therapy session when a group of three or more persons participates in the session.

The fee for service is \$165 per 80-minute therapy session.

Phone sessions and emergency contacts over 10 minutes are billed at the same rate.

Individual Sessions and conjoint (marital /family) sessions are approximately 50 minutes in length. However, at certain points you and your therapist may determine that longer sessions are necessary in advance or a crisis may arise that necessitate a longer session. **Fees are payable at the time services are rendered.** Please ask if you wish to discuss a written agreement that specifies an alternative payment procedure.

This practice do not accept insurance, but we are happy to provide receipts for services so you can be reimbursed through your insurance company, if allowable. Please inform your therapist if you wish to utilize health insurance to pay for services, and YOUR THERAPIST can make appropriate referrals.

You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Although we are happy to assist your efforts to seek insurance reimbursement, we are unable to guarantee whether your insurance will provide payment for the services provided to you. Please discuss any questions or concerns that you may have about this with your counselor.

If for some reason you find that you are unable to continue paying for your therapy, please let your counselor know, and they will help you to consider other options that may be available.

Confidentiality

All communications between you and me will be held in strict confidence unless you provide written permission to release information about your treatment. If you participate in marital or family therapy, your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release.

There are exceptions to confidentiality. For example, therapists are required to report instances of suspected child or elder abuse. Therapists may be required or permitted to break confidentiality when they have determined that a patient presents a serious danger of physical violence to another person or when a patient is dangerous to him or herself. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBYOUR THERAPIST agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the patient that the FBYOUR THERAPIST sought or obtained the items under the Act.

If you participate in marital or family therapy, your therapist will not disclose confidential information about your treatment to outside individuals or entities unless all person(s) who participated in the treatment provide their written authorization to release such information. **However, it is important that you know that your therapist utilize a “no-secrets” policy when conducting family or marital/couples therapy.** This means that if you participate in family and/or marital/couples therapy, your therapist is permitted to use information obtained in an individual session you may have had with me, when working with other members of your family. In other words, the decision on whether or not to disclose that information will be based on your therapist’s professional judgment and discretion. Please feel free to ask your therapist about how this “no secrets” policy may apply to you.

INFORMED CONSENT

Minors and Confidentiality

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child’s treatment are often involved in their treatment. Consequently, in the exercise of your therapist’s professional judgment, your therapist may discuss the treatment progress of a minor patient with the parent or caretaker. Patients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

Record Keeping

Your records are maintained in a web-based system. What this means is your records are stored online in a secure, encrypted, HIPAA compliant system that is backed up to ensure records are not lost due to technical problems. This system provides certain benefits to clients, including online payment, online scheduling, and secure messaging to your therapist. Please ask any questions or report any concerns you have regarding online record keeping. As with any record keeping method, every foreseeable precaution has been taken to protect privacy, but there are no guarantees.

Appointment Scheduling and Cancellation Policies

Sessions are typically scheduled to occur one time per week at the same time and day, if possible. Your therapist may suggest a different amount of therapy, depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. In order to cancel or reschedule an appointment, you are expected to notify me at least 24 hours in advance of your appointment. If you do not provide me with at least 24 hours notice, you are responsible for the full payment for the missed session.

Therapist Availability/Emergencies

Telephone consultations between office visits are welcome. However, your therapist will attempt to keep those contacts brief due to your therapist’s belief that important issues are better addressed within regularly scheduled sessions.

You may leave a message for your therapist at any time on your therapist’s confidential voicemail. If you want your therapist to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. Non-urgent phone calls are returned during normal workdays (Monday through Friday) within 24 hours. Your therapist is not available to return routine calls on Saturdays or Sundays or after 8 pm. If you have an urgent need to speak with your therapist, please indicate that fact in your message. In the event of a medical emergency or an

emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance.

About the Therapy Process

It is your therapist's intention to provide services that will assist you in reaching your goals. Based upon the information that you provide and the specifics of your situation, your therapist will provide recommendations to you regarding your treatment. Your therapist believe that therapists and patients are partners in the therapeutic process. You have the right to agree or disagree with your therapists recommendations. You and your therapist will also periodically exchange feedback regarding your progress.

Due to the varying nature and severity of problems and the individuality of each patient, your therapist is unable to predict the length of your therapy or to guarantee a specific outcome or result.

Termination of Therapy

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination, in collaboration with me. Your therapist will discuss a plan for termination with you as you approach the completion of your treatment goals.

You may discontinue therapy at any time. If you or your therapist determine that you are not benefiting from treatment, either of us may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

Notice of Privacy Practices

I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

II. YOUR THERAPIST HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)

YOUR THERAPIST am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I've created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. YOUR THERAPIST must provide you with this Notice about your therapist's privacy practices, and such Notice must explain how, when, and why YOUR THERAPIST will "use" and "disclose" your PHI. A "use" of PHI occurs when YOUR THERAPIST share, examine, utilize, apply, or analyze such information within your therapist's practice; PHI is "disclosed" when it is released, transferred, has been given to, or is otherwise divulged to a third party outside of your therapist's practice. With some exceptions, your therapist may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And, your therapist is legally required to follow the privacy practices described in this Notice.

However, your therapist reserve the right to change the terms of this Notice and the privacy policies at any time. Any changes will apply to PHI on file with your therapist already. Before your therapist makes any important changes to the policies, your therapist will promptly change this Notice and post a new copy of it in the office and on the website at <http://counselingmodesto.com> . You can also, request a copy of this Notice, or you can view a copy of it in the office.

III. HOW YOUR THERAPIST MAY USE AND DISCLOSE YOUR PHI

YOUR THERAPIST will use and disclose your PHI for many different reasons. For some of these uses or disclosures, YOUR THERAPIST will need your prior authorization; for other, however, YOUR THERAPIST do not. Listed below are the different categories of the uses and disclosures along with some examples of each category.

- A. Uses and Disclosures Relating to Treatment, Payment, or Health Care Operation Do Not Require Your Prior Written Consent. YOUR THERAPIST can use and disclose your PHI without your consent for the following reasons:
1. For treatment. YOUR THERAPIST can disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are involved in your care. For example, if you're being treated by a psychiatrist, YOUR THERAPIST can disclose your PHI to you psychiatrist in order to coordinate your care.
 2. To obtain payment for treatment. YOUR THERAPIST can use and disclose your PHI to bill and collect payment for the treatment and services provided by me to you. For example, YOUR THERAPIST might send your PHI to your insurance company or health plan to get paid for the health care services that YOUR THERAPIST have provided to you. YOUR THERAPIST may also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims.
 3. For health care operations. Your PHI may be disclosed to operate this practice. For example, your therapist might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professional who provided such services to you. Your therapist may also provide your PHI to our accountants, attorneys, consultants, mental health professionals and others to make sure your therapist is complying with applicable laws and providing the best services possible.
 4. Other disclosure. Your therapist may also disclose your PHI to others without your consent in certain situations. For example, your consent isn't required if you need emergency treatment, as long as your therapists try to get your consent but you are unable to communicate with your therapist (for example, if you are unconscious or in severe pain) and your therapist thinks that you would consent to such treatment if you were able to do so.
- B. Certain Uses and Disclosures Do Not Require Your Consent. YOUR THERAPIST can use your PHI without your consent or authorization for the following reasons:
1. When disclosure is required by federal, state or local law; judicial or administrative proceedings; or law enforcement. For example, YOUR THERAPIST may make a disclosure to applicable officials when a law requires me to report information to government agencies and law enforcement personnel about victims of abuse or neglect; or when ordered in a judicial or administrative proceeding.
 2. For public health activities. For example, YOUR THERAPIST may have to report information about you to the county coroner.
 3. For health oversight activities. For example, YOUR THERAPIST may have to provide information to assist the government when it conducts an investigation or inspection of a health care provider or organization.
 4. For research purpose. In certain circumstances, YOUR THERAPIST may provide PHI in order to conduct medical research.
 5. To avoid Harm. In order to avoid a serious threat to the health or safety of a person or the public, YOUR THERAPIST may provide PHI to law enforcement personnel and veterans in certain situations. And YOUR THERAPIST may disclose PHI for national security purposes such as protecting the President of the United States or conducting intelligence operations.
 6. For specific government functions. YOUR THERAPIST may disclose PHI of military personnel and veterans in certain situations. And YOUR THERAPIST may disclose PHI for national security purposes, such as protecting the President of the United States or conducting intelligence operations.
 7. For workers' compensation purposes. YOUR THERAPIST may provide PHI in order to comply with workers' compensation laws.
 8. Appointment reminders and health related benefits or services. YOUR THERAPIST may use PHI to provide appointment reminders or give you information about treatment alternatives, or other health care services or benefits YOUR THERAPIST offer.
- C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.

1. Disclosures to family, friends, or others. YOUR THERAPIST may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.
- D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in sections I YOUR THERAPIST A, B, and C above, YOUR THERAPIST will ask for your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that YOUR THERAPIST haven't taken any action in reliance on such authorization) of your PHI by me.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

You have the following rights with respect to your PHI:

- A. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask that YOUR THERAPIST limit how YOUR THERAPIST use and disclosure your PHI. YOUR THERAPIST will consider your request, but YOUR THERAPIST am not legally required to accept it. If YOUR THERAPIST accept your request, YOUR THERAPIST will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures that YOUR THERAPIST am legally required or allowed to make.
- B. The Right to Choose How YOUR THERAPIST Send PHI to You. You have the right to ask that YOUR THERAPIST send information to you at an alternative address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail) YOUR THERAPIST must agree to your request so long as YOUR THERAPIST can easily provide the PHI to you in the format you requested.
- C. The Right to See and Get Copies of Your PHI. In most cases, you have the right to look at or get copies of your PHI that YOUR THERAPIST have, but you must make the request in writing. If YOUR THERAPIST don't have your PHI but YOUR THERAPIST know who does, YOUR THERAPIST will tell you how to get it. YOUR THERAPIST will respond to you within 30 days of receiving your written request. In certain situations, YOUR THERAPIST may deny your request. If YOUR THERAPIST do, YOUR THERAPIST will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed. If you request copies of your PHI, YOUR THERAPIST will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, YOUR THERAPIST may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.
- D. The Right to Get a List of the Disclosures YOUR THERAPIST have Made.
 - A. You have the right to get a list of instances in which YOUR THERAPIST have disclosed you PHI. The list will not include uses or disclosures that you have already consented to, such as those made for treatment, payment, or health care operations, directly to you, or to your family. The list also won't include uses and disclosures made for nation security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003.
 - B. YOUR THERAPIST will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list YOUR THERAPIST will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. YOUR THERAPIST will provide the list to you at no charge, but if you make more than one based request in the same year, YOUR THERAPIST will charge you a reasonable cost based fee for each additional request.
- E. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that YOUR THERAPIST correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. YOUR THERAPIST will respond within 60 days of receiving your request to correct or update your PHI. YOUR THERAPIST may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request that you request and my denial be attached to all future

disclosures of your PHI. If YOUR THERAPIST approve your request, YOUR THERAPIST will make the change to your PHI, tell you that YOUR THERAPIST have done it, and tell others that need to know about the change to your PHI.

- F. The Right to Get This Notice by E-Mail. You have the right to get a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of it.

V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you think that YOUR THERAPIST may have violated your privacy rights, or you disagree with a decision YOUR THERAPIST made about access to your PHI, you may file a complaint with the person listed in Section VYOUR THERAPIST below. You also may send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W., Washington, D.C. 20201. YOUR THERAPIST will take no retaliatory action against you if you file a complaint about my privacy practices.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact Miranda L. Palmer at 1311 E Street Modesto, CA 95354 mirandamft@gmail.com (209) 602-1513

VII. EFFECTIVE DATE OF THE NOTICE

12/12/2011