



## **INFORMED CONSENT AND PROCEDURES HEATHER TUSTISON, LCPC, NCC**

### **INTRODUCTION**

Welcome to Heather Tustison, LCPC, LLC! Thank you for choosing me to assist you with your personal situation. This document contains important information regarding my professional services, business policies, your client rights, privacy, protection, and confidentiality. Please read the following document carefully. If you have any questions, please ask for more information.

### **QUALIFICATIONS AND EDUCATION**

I am a Licensed Clinical Professional Counselor (LCPC-4258), National Certified Counselor, and Clinical Supervisor in the State of Idaho. I have a master's degree in Marriage and Family Counseling from Northwest Nazarene University. My education and experience have prepared me to counsel individuals, couples, groups, parents, families, children, and adolescents.

### **SUPERVISION**

I am actively pursuing certification in Emotionally Focused Therapy (EFT). Certification is rigorous and requires continued education, training, and supervision. Part of the supervision process includes clinical supervisors, training groups, Certified EFT therapists, and representatives of the International Centre for Excellence in Emotionally Focused Therapy (ICEEFT) viewing my session recordings to give instruction, feedback, and encouragement.

TWCTC is a training center for counselors and graduate level interns. As the Clinical Director and a Clinical Supervisor at Treasure Wellness Counseling and Training Center (TWCTC), I serve as a model for professional counseling. An important part of this clinical training involves having interns observe a seasoned professional's clinical expertise and mastery. Video is the most conducive to full evaluation of clinical skill. I offer live and recorded session viewing of my counseling sessions to graduate student interns and the TWCTC Supervision team for instruction, demonstration, and training.

Clients understand that all recordings will be kept confidential in compliance with HIPAA regulations and viewed as part of the ICEEFT Certification procedure and for instruction withing the TWCTC internship program. The counseling profession has strict ethical guidelines on how your recorded session must be viewed and maintained. During viewings, your case will be discussed and reviewed. Your identity and privacy will be protected during this time in compliance with HIPAA regulations. I will take responsibility for destroying recordings after they have been viewed.

Clients consent to the recording of therapy sessions with me or live observation by a graduate student intern. They are aware of the presence of recording equipment and permit the use of all/part of the recordings for the purpose of:

- Assisting in therapy for educational review.
- Consultation with the TWCTC clinical supervision team, a clinical supervisor, and/or training group.
- Demonstration of a specific skill or intervention for graduate student interns
- Consultation with a representative of ICEEFT



TREASURE WELLNESS COUNSELING AND TRAINING CENTER  
ADMINISTRATIVE OFFICE: 3006 E GOLDSTONE DRIVE  
MERIDIAN, IDAHO 83642  
208-515-7661  
WWW.TREASUREWELLNESS.COM

Additional Supervision may be required due to Professional and Insurance requirements; if that becomes the case you will be notified within 30 days of that Supervisory role beginning.

### **THEORETICAL FRAMEWORK**

My basic core beliefs are based in Gestalt, complimented by Contextual and Family Systems theories.

- Gestalt therapy is an existential/experiential form of psychotherapy that emphasizes personal responsibility, and that focuses upon the individual's experience in the present moment, the therapist-client relationship, the environmental and social contexts of a person's life, and the self-regulating adjustments people make as a result of their overall situation.
- Contextual therapy gives an ethical perspective emphasizing trust, loyalty, transgenerational indebtedness and entitlements as well as fairness in relationships between family members.
- Family Systems theory notes an individual is in constant relation to the larger system, therefore, where the system is changed, so will the individual, as well, where the individual is changed, the system will also be changed.

I integrate complementary methodologies and techniques to offer a highly personalized approach tailored to each client. With compassion and understanding, I work with each individual to help them build on their strengths and attain the personal growth they are committed to accomplishing.

I believe our individual issues are influenced and impacted by the state of our relationships. That is why I choose to specialize in working with couples using Emotionally Focused Therapy (EFT). EFT is a well-researched model that helps couples identify and address repetitive negative patterns that hurt and replace them with skills for building a deeply satisfying, trusting connection. I find EFT to be one of the most effective methods to use in marriage and family counseling.

### **BUSINESS RELATIONSHIP**

Heather Tustison, LCPC, LLC, is located within the group practice of Treasure Wellness. Treasure Wellness leases space to Heather Tustison, LCPC, LLC, and maintains secure space for file retention, group space and offices. Heather Tustison, LCPC, LLC is a self-contained counseling practice working to help individuals, couples, and families to develop, repair and strengthen relationships. Any and all inquiries regarding the professional business relationship can be addressed to Heather Tustison, LCPC, LLC.



### **POSSIBLE EFFECTS OF AND ALTERNATIVES TO COUNSELING**

While benefits are expected from the counseling process, specific results cannot be guaranteed. Counseling is a personal exploration and may lead to major changes in your life perspectives and decisions. These decisions may affect significant relationships, personal and social understandings and career choices. These changes in perspective may cause temporary distressing feelings, thoughts and situations. The exact nature of these changes cannot be predicted. Should your thoughts and/or feelings leave you struggling to function, it is important to let me know. I encourage you to collaborate actively with me and communicate with me about your needs, desires, and concerns as we progress in treatment. There are many alternatives to counseling that you may find helpful. I am willing to discuss other options that you may currently be doing or are considering doing at any of our sessions.

### **PHYSICAL HEALTH**

Psychological disorders and symptoms often have a strong correlation with medical illnesses. At times, some medical conditions require a medical differential diagnosis to determine symptom etiology. If your presenting symptoms are organic in origin, it is critical that you obtain medical treatment. Therefore, if you have not had a physical in the last 6 months it is recommended that you do so. In addition, prescription and nonprescription medications may have significant side effects that may be important for us to consider. I expect full disclosure of all medicines and drug intake and may request a Release of Information so that I can coordinate therapeutic services with your physician.

### **STATEMENT OF RELATIONS**

Counseling at times may feel very intimate. Our relationship is a professional one in which I am providing clinical counseling services for an agreed upon fee. Our contact will be limited to the agreed upon schedule, except in the case of emergency. Invitations to events, offering of gifts or interactions outside of our agreed upon treatment schedule will be talked about between you, the client, and myself the professional. In most cases these offers and invitations will be declined due to any possible effect it may have on my objectivity, clinical judgment and therapeutic effectiveness provided to you the client. Progression towards your goals will best be served if our sessions and communication concentrate exclusively on your goals and clinical concerns.

Sexual intimate relationships are **never appropriate with client or client relatives** and should be reported to the Idaho Bureau of Occupational Licenses immediately.

The clinicians at TWCTC provide therapy and counseling services. The role of counselor is clear and distinctly separate from the roles of mediator or evaluator. If you choose to engage in counseling services, you agree to not request services for, or written documentation, for the following:

- Evaluating the need for a therapy animal.
- Evaluating physical or mental disability or fitness.
- Evaluating issues surrounding medical leave, or short-term disability or long-term disability, and return to work issues.
- Evaluating issues surrounding child custody.

### **COUNSELING PROCESS**

Counseling is a process that uses specialized techniques of caring, listening and providing support, insight, guidance and/or suggestions. The counseling process involves exploring feelings, thoughts, motivations, and dynamics of relationships. Counseling may offer effective help for people suffering from a wide range of difficulties, such as emotional distress, depression, anxiety, fears, conflicts in relationships, significant loss, life



transitions or career/academic difficulties. Counseling can also be helpful in fulfilling aspirations for personal growth or self-improvement. Clients with disorders that require medical intervention by a physician or psychiatrist will be referred to the appropriate professional and consultation with the counselor will continue, as appropriate.

After an initial consultation and assessment, I work with my clients to determine appropriate goals and interventions that will work best to empower them to reach their goals. My goal in the therapeutic process is to help individuals, couples, families and groups identify problems and concerns, develop insight, understanding, and compassion for themselves and others, recognize their own strengths and the positive aspects of their lives, as well as develop new coping skills and discover new ways to feel contentment in life. These goals will be re-evaluated over time and changed, if necessary, with the consent of the client.

### **TELEHEALTH COUNSELING SERVICES**

Telehealth counseling sessions have limitations as well as possible benefits compared to in-person sessions. Among the limitations are the lack of “personal” face-to-face interactions, and the lack of physical, visual, and audio cues that may be available in person. Telehealth counseling is not a substitute for ongoing care being provided by a psychiatrist or medical doctor. Telehealth counseling is not appropriate in all situations or with all clients.

Currently the State of Idaho has no requirements on the usage of technology in the practice of counseling. However, the American Counseling Association has ethical guidelines to follow in providing telehealth services. The use of telehealth counseling offers unique benefits and limitations to services. Some of these limitations are:

- Possible authorized and/or unauthorized access to your information disclosures using this medium
- Possibility of technology failure
- Communication difficulties in electronic media
- Jurisdiction Issues
- Possible denial of insurance benefits

For Idaho licensed professionals, the client must be within the boundaries of the State of Idaho during telehealth counseling service. If a client moves out of state, Idaho law, and possibly the client’s insurance will require licensure in that destination state. In emergency situations, services may be rendered when client or clinician is outside the boundaries of the State of Idaho in order to facilitate safe passage to local emergency services, maintain therapeutic relationship during a lengthy stay outside the boundaries of the State of Idaho, or in order to effectively transition to another counselor when moving out of state.

Specific requirements and procedures for those clients requesting telehealth counseling services will be provided and reviewed with the client by the providing counselor. If you choose to engage in telehealth counseling, you consent to the following:

- I understand that I have the right to choose to engage in telehealth counseling services.
- My counselor explained to me how the video conferencing technology that will be used will not be the same as a direct client/counselor provider visit due to the fact that I will not be in the same room as my counselor.
- I understand that a telehealth session has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.



- I understand there are potential risks to technology, including interruptions, unauthorized access, and technical difficulties. I understand that my counselor or I can discontinue the telehealth session if it is felt the videoconferencing connections are not adequate for the situation.

#### **USE OF TELEHEALTH PLATFORMS**

- Telehealth is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
- Though my counselor and I may be in direct, virtual contact through the telehealth service, the telehealth service does not provide any emergency or urgent medical advice or services.
- I do not assume that my counselor has access to any or all of the technical information on the telehealth platform – or that such information is current, accurate or up-to-date. I will not rely on my counselor to have any of this information on the telehealth platform.
- To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

#### **SOCIAL MEDIA & ELECTRONIC COMMUNICATIONS**

Counselors may maintain both a personal and professional presence in social media. Counselors may not and will not respond to any request and/or comment placed by individuals that may disclose confidential information.

Counselors maintain appropriate boundaries with clients and clients' families regarding social media presence and electronic presence. Counselors will not search out or initiate contact with clients through any social media or technology means without written consent from client.

If the client chooses to communicate with counselor through electronic means such as text messaging, emailing or cellular communication, the Client recognizes that these communications may not be transmitted in a confidential setting. Clients are expected to limit contents of communication to basic issues such as cancellation or change of appointment times and/or change in contact information.

#### **CONFIDENTIALITY**

In general, the law protects the confidentiality of all communications between a client and counselor, and I can only release information to others about your counseling only with your written permission (in the form of a Release of Information).

However, there are a number of exceptions where information may be shared without your written permission:

- Client reports a serious and foreseeable danger to self / others
- Client reports a contagious, life threatening disease
- Child being abused / neglected
- Individual unable to care for themselves is being abused / neglected
- Client is below 18 years of age, parents have rights to therapeutic information
- Client requests release of information
- Court orders
- Subordinates who process client information and papers
- Clinical supervision/consultation
- Legal and clinical consultation situations
- Third Party Payers requests relevant clinical information.



When a family or couple comes in for counseling, I will uphold their right to confidentiality. Within the family unit, I will encourage any "secret" relevant to counseling to be disclosed by the member holding it. When meeting with couples or families, in order to provide the safest therapeutic environment possible, **it is my policy not to release information requested in the future without written approval by all parties.**

In order to give you the highest quality service possible, I consult regularly with other professionals about my work with clients. I do not refer to any clients by name. I am happy to disclose to you the names of professionals I may consult with regarding your situation.

### **GRADUATE LEVEL INTERNS**

A benefit of practicing within a group setting at TWCTC, I have the opportunity to offer clients the option of meeting with a graduate level intern, if needed due to financial constraints or for individual preferences. Graduate level interns are master's level students working towards the completion of their degree in Counseling or Marriage and Family Therapy.

At times I will be approached by graduate level interns for opportunities to expand their counseling skills. Part of this skill development is having an opportunity to view and participate in counseling sessions. Please check on your consent to treatment whether you would be willing to have a graduate level intern sit in on counseling sessions.

### **RECORD KEEPING**

Both law and the ethical standards of the counseling profession require that I keep treatment records. You are entitled to receive a copy of these records. If you wish to see them, I may prefer to prepare an appropriate summary instead. Client records are professional documents; they can be misinterpreted and can be upsetting. If you insist on seeing your records, it is best to review them with me so that we can discuss their content. Clients will be charged an appropriate fee for any preparation time that is required to comply with an informal request for record review.

If you are under 18 years of age, the law provides your parents/guardians the right to examine your treatment records. If you are over the age of 14, you must give written approval for these records to be released. Your records will be kept for 7 (seven) years after termination of counseling services. For minors, 7 (seven) years after the minor turns 18 (eighteen). In the event of incapacitation or death of a client, the treating clinician will maintain the confidentiality of all records, except as outlined in limits of confidentiality.

In the event of incapacitation, death or termination of treating clinician, TWCTC and its Affiliates become the designee of all records. TWCTC will notify you and work with you to facilitate your ongoing care. This may include but not limited to placing you with another clinician within TWCTC, facilitating your transfer to an outside clinician or completing appropriate termination of services.

### **CONTACT HOURS**

Our office hours are: Monday – Friday 9:00 am to 6:00 pm.  
Please check with your individual clinician regarding their specific office hours.

I am available for telephone services during business hours. If you need to cancel or reschedule sessions, you may do so by calling the office at 208-515-7661. I will make every effort to return your call the same business



day, calls made after-hours or on weekends and holidays will be returned as soon as possible. If you are at your place of employment, please leave times when you will be available to accept a return phone call.

**If a life-threatening crisis should occur, you agree to contact the local crisis hotline  
800-785-2433, call 911, or go to the nearest Emergency Room.**

### **SERVICES AND FEES**

**Fees are subject to change. The comprehensive schedule of fees is available on our website and waiting room.**

**Services Billable to Insurance – Client May be Responsible for full fee.**

Initial Diagnostic Interviews	60-90 minutes	\$210.00
Individual/Family/Couples	60 minutes	\$185.00

### **Fees & Services Not Billable to Insurance – Client Responsible**

No Show/Cancellation		up to Full Billable Rate
Legal Proceedings, Court Appearances, Deposition (Including wait & travel time)	60 minutes	\$600.00

In addition to session fees, there may be charges for other professional services you may need, including, but not limited to, report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. Travel and waiting time will also be incurred.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I end up not being called to testify. Because of the difficulty of legal involvement, I charge \$600 per hour for preparation and all time in attendance at any legal proceeding. These fees are not billable to insurance.

### **PAYMENT FOR SERVICES**

Payment is due in full at the time of service. Payment may include copays, co-insurance, deductibles, and/or full payment of service. Payment can be made by check, cash, or credit card (Visa, MasterCard, American Express, Discover) and HSA or FSA credit/debit cards. Checks should be made out to your individual treating clinician.

### **FEE CHANGES**

During the course of treatment, it may become necessary to increase fees. Fees will be reviewed annually and will be increased no more than twice during any course of treatment.

Each clinician, at her/his own discretion, may agree to scholarship fees under certain circumstances, which might occur during the course of treatment. Such fee scholarships will be documented in writing with a signed agreement kept in your records to avoid misunderstanding about fees and payment schedule. An additional option for financial difficulties is the use of TWCTC Graduate Level Interns, who offer a fixed lower rate of service, \$30.00 per session.

### **FINANCIAL STATEMENTS**

At each session, a receipt may be offered to clients which documents the appropriate information of payment rendered. Monthly statements, reflecting all charges, payments, diagnostic codes, and procedure codes, can be provided, if requested. These statements will be mailed to the address provided, unless you request otherwise.



### **CANCELLATION POLICY AND FEE-RELATED ISSUES**

Once a standing appointment is scheduled, this time is reserved for you. 24-hours advance notice of cancellation is required in order to not be charged no show/cancellation fee which can be up to the full rate for the session. This fee is not billable to your insurance provider. If a client incurs two consecutive absences or cancellations of standing appointments, you may be asked to terminate your counseling relationship, and you will be provided with appropriate referral sources.

You will be expected to pay for each session at the time that it is held. Payment schedules for other professional services will be agreed to when these services are requested. As the client, you are in complete control of the duration of counseling. You may need only a few sessions to meet your goals or many. You have the right to end, refuse or modify any counseling techniques that we may use in your treatment. You may end counseling at any time, although your participation in a final termination session is requested.

**TWCTC reserves the right to charge 1.5% monthly interest on any outstanding balance beyond 30 days.**

### **INSURANCE**

If you have a health insurance benefits policy, it may provide some coverage for mental health treatment when a licensed professional provides such treatment. I will provide you with assistance to facilitate your receipt of the benefits to which you are entitled, including completing insurance forms as appropriate.

**However, you (not your insurance company) are responsible for full payment of the fee.**

Carefully read the section in your insurance coverage that describes mental health services and call your insurer if you have any questions. Some managed health care plans such as HMOs and PPOs may require advance authorization before they will provide reimbursement for mental health services. It may be necessary to seek additional approval after a certain number of sessions.

Please be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as treatment plans or summaries, or in rare cases, a copy of the entire record. This information will become part of the insurance company's files.

**It is important to remember that you always have the right to pay for counseling services yourself if you prefer to avoid involving your insurer.**

### **COMPLAINT PROCESS**

Should you have a complaint regarding your treatment, please bring it to my attention so that I may attempt to rectify the issue first. If I am unable to rectify the situation, I will work with you to find an appropriate clinician to meet your counseling needs.

If you feel that you wish to file a complaint regarding my professional services, you may download a Complaint Form from the state licensing board at [www.ibol.idaho.gov](http://www.ibol.idaho.gov) or you may also request a Complaint Form by contacting the Idaho Bureau of Occupational Licenses or by e-mailing the Investigative Unit ([inv@ibol.idaho.gov](mailto:inv@ibol.idaho.gov)). A written and signed statement of your complaint is required before an investigation can begin. You may fill out an IBOL Complaint Form online, print & sign the form, attach copies of any documents which relate to the problem, and mail it to the IBOL office.



TREASURE WELLNESS COUNSELING AND TRAINING CENTER  
ADMINISTRATIVE OFFICE: 3006 E GOLDSTONE DRIVE  
MERIDIAN, IDAHO 83642  
208-515-7661  
[WWW.TREASUREWELLNESS.COM](http://WWW.TREASUREWELLNESS.COM)

Division of Professional and Occupational Licenses  
11351 W. Chinden, Building #6  
Boise ID 83714  
208-334-3233

IBOL relies a great deal on individuals, like you, who are willing to provide them with information concerning possible violations of Idaho regulatory laws. They cannot, however, act as a private attorney for those bringing complaints to their attention. Their role in any action arising out of a complaint is to act on behalf of all the people of Idaho.



## **AUTHORIZATION FOR AUDIO-VISUAL RECORDING**

Treasure Wellness Counseling and Training Center is a training center for counselors and graduate level interns. Graduate level interns at TWCTC are currently completing course work at an accredited University and are accumulating clinical experience. An important part of this clinical training involves having a Clinical Supervisor and/or University representative observe interns' clinical skill development. Graduate level interns at TWCTC are required to record sessions by either audio or video. Video is the most conducive to full evaluation of an intern's clinical skill development. The use of audio-visual recording ensures that the therapy you receive is of the absolute highest quality.

Some licensed professionals are also in the process of pursuing certification. Certification is rigorous and requires continued education, training, and supervision. Part of the supervision process includes viewing session recordings by clinical supervisors, training groups, and certified therapists in order to give instruction, feedback, and encouragement.

Additionally, Clinical Supervisors and Affiliates at TWCTC may offer opportunity for live observation within their professional counseling sessions. Interns may observe live and in session or may observe prior recordings that highlights a specialty, approach, training opportunity, or diagnosis.

These recordings are kept in strict confidentiality. The counseling profession has strict ethical guidelines on how your recorded session must be maintained. Graduate level interns may be required to show recorded sessions to University Supervisors and/or other graduate level students for the purpose of educational growth and development. During these viewings your case will be discussed and reviewed. Your last name will not be used during this time. All graduate level students and staff are bound by confidentiality and the limits of, as stated in your informed consent.

Your graduate level intern or professional counselor will discuss the specifics of recording your sessions. They will cover the parameters of recording and who will be observing and the reasons for those observing. Recordings will be destroyed within two weeks of educational usage, unless your explicit written permission has been obtained.

Your counselor will discuss any concerns you have regarding the use of audio-visual recordings, prior to beginning your counseling sessions. Please speak with your counselor if you have any specific questions or concerns regarding audio-visual recording of sessions.

**YOU WILL BE ASKED TO CONFIRM READING THIS DOCUMENT WITH YOUR COUNSELOR/INTERN**



TREASURE WELLNESS COUNSELING AND TRAINING CENTER  
ADMINISTRATIVE OFFICE: 3006 E GOLDSTONE DRIVE  
MERIDIAN, IDAHO 83642  
208-515-7661  
WWW.TREASUREWELLNESS.COM

## **AUTHORIZATION FOR LIVE OBSERVATION**

Treasure Wellness Counseling and Training Center is a training center for counselors and graduate level interns. Interns and counselors at TWCTC must meet the minimum requirements for licensure in the State of Idaho. Some of our counselors are working for advanced licensure with the State of Idaho, or advanced status in counseling techniques. These counselors may be under the supervision of a more seasoned clinician. At times the counselor you are seeing may have a supervisor sit in to observe or observe through video monitor, the techniques and abilities they are using in session.

As a training center our clinicians work to help develop the clinical skills of graduate level interns. Our clinicians facilitate this development in two ways.

First, our clinicians invite graduate level interns into session to observe how we interact and facilitate sessions with clients. This is a critical opportunity for graduate level interns to observe the counseling process from many varied theoretical viewpoints that our counseling staff offer to their clients.

Secondly, our graduate level interns are earning their graduate degrees from accredited universities. Part of this training is the need for interns to have supervisors observe the interactions that they have with clients in session. At times, intern's supervisors or university representatives may sit in session to observe or observe through video monitor the abilities of the intern.

All individuals observing sessions with clients are required to maintain the same confidentiality policies as outlined in your informed consent document. These live observations are to observe the skills and techniques used by the clinician/intern in session. The observer and clinician/intern, after completion of the session, may discuss the session. These discussions are for the purpose of clinical skills development.

Your counselor will discuss this possibility with prior to beginning counseling services. You will be asked to authorize whether graduate level interns may sit in and observe your sessions. You will be asked prior to each session if you are still willing to have graduate level interns observe session. You are able to decline observation by graduate level interns, without the fear of recourse to your treatment.

If you are seeing a graduate level intern for counseling services, this is a requisite of using our Graduate Level Intern program at TWCTC. Your intern will discuss any concerns you have regarding live observations with you prior to beginning your counseling sessions.

**YOU WILL BE ASKED TO CONFIRM READING THIS DOCUMENT WITH YOUR COUNSELOR/INTERN**



## CLIENT BILL OF RIGHTS

- Each client has a right to impartial access to treatment, regardless of race, religion, sex, sexual preference, marital status, veteran status, ethnicity, age or handicap. The personal dignity of each client is recognized and respected in all treatment provided.
- Each client has the right to accept or refuse all or part of their care and/or have the expected consequences explained.
- Each client has the right to exercise personal privacy by withholding consent of family's or significant other's participation and to be informed of the possible consequences of that action.
- Each client has the right to be informed of the nature and purpose of any services rendered and the title of personnel providing that service.
- Each client has the right to participate in the development of their plan of treatment, evaluate the plan of treatment and voice grievances without fear of negative impact on the services provided and be aware of the process of voicing those grievances.
- If at any time during the course of treatment it is felt by the client, family, or guardian that a care-related conflict exists between themselves and counselor – they have the right to request their plan be reviewed by a staff consultant or an independent consultant at client's expense.
- The client has the right to request a referral for services, to be involved in the discharge planning process and be made aware of any aftercare needs.
- The client will be informed of his/her rights in a language they can understand.
- Each client has the right to be notified of any/all costs of services rendered and any limitations placed on the duration or type of services.
- Each client has the right to inspect and/or obtain a copy of their record, at a reasonable charge.
- Each client has the right to request an amendment to their records.
- Each client has the right to respect that all treatment records or information will be kept confidential in compliance with professional ethics standards and state law. No information will be released without written permission of client or appropriate designee, except as outlined in the following limitations of confidentiality:
  - **Child Abuse:** If your counselor knows or suspects that an individual under 18 years of age or a developmentally disabled, or physically impaired person has suffered or faces a threat of suffering any physical or mental wound, injury, disability or condition of a nature that responsibly indicates abuse or neglect, he/she is required by law to report that knowledge or suspicion to the Idaho Child Protective Services, or a municipal or county peace officer.
  - **Elder Abuse:** If your counselor has reasonable cause to believe that an elder is being abused, neglected or exploited, or is in a condition which is the result of abuse, neglect or exploitation, he/she is required by law to immediately report such belief to the Idaho Department of Health and Welfare Adult Protection Agency, or a municipal or county peace officer.
  - **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a legal subpoena is made for information regarding your evaluation, diagnosis or treatment.
  - **Serious, Imminent Threat to Health or Safety:** If your counselor believes that you pose a clear and substantial risk of imminent serious harm to yourself or to another person, he/she must disclose your relevant confidential information to public authorities, the potential victim, other professionals, and/or your family in order to protect against such harm.
  - **Minor Client:** Parties maintaining parental/guardianship legal rights have access to the minor clients complete record, unless the minor is 14 years of age or older. Minor client 14 years of age or older, must give written consent to release of records.
  - **Health Insurance:** Your insurance company has the right to your clinical record, including information about dates of therapy, symptoms, diagnosis, overall progress and past treatment records received from other providers.
  - **If a client files a complaint or lawsuit:** Counselor may disclose relevant information regarding the client in order to defend themselves.

Clients have rights protected by State and/or Federal law, and Professional ethical standards.

For information contact: Division of Professional and Occupational Licenses

Physical Address: 11351 W. Chinden, Building #6, Boise, ID 83714

Mailing Address: PO Box 83720, Boise, Idaho 83720-0063



## HIPAA NOTICE OF PRIVACY

### Your Information. Your Rights. Our Responsibilities.

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.**

#### Your Rights

##### You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

➤ **See page 2** for more information on these rights and how to exercise them

#### Your Choices

##### You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

➤ **See page 3** for more information on these choices and how to exercise them

#### Our Uses and Disclosures

##### We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

➤ **See pages 3 and 4** for more information on these uses and disclosures



## Your Rights

### When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

#### Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

#### Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

#### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

#### Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

#### Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

#### Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

#### Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

#### File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.



**Your Choices** For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

**In these cases, you have both the right and choice to tell us to:**

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

**In these cases we never share your information unless you give us written permission:**

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

**In the case of fundraising:**

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

**Our Uses and Disclosures** How do we typically use or share your health information? We typically use or share your health information in the following ways.

**Treat you**

- We can use your health information and share it with other professionals who are treating you.

***Example:** A doctor treating you for an injury asks another doctor about your overall health condition.*

**Run our organization**

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

***Example:** We use health information about you to manage your treatment and services.*

**Bill for your services**

- We can use and share your health information to bill and get payment from health plans or other entities.

***Example:** We give information about you to your health insurance plan so it will pay for your services.*

*continued on next page*



**How else can we use or share your health information?** We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

**Help with public health and safety issues**

- We can share health information about you for certain situations such as:
  - Preventing disease
  - Helping with product recalls
  - Reporting adverse reactions to medications
  - Reporting suspected abuse, neglect, or domestic violence
  - Preventing or reducing a serious threat to anyone's health or safety

**Do research**

- We can use or share your information for health research.

**Comply with the law**

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

**Respond to organ and tissue donation requests**

- We can share health information about you with organ procurement organizations.

**Work with a medical examiner or funeral director**

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

**Address workers' compensation, law enforcement, and other government requests**

- We can use or share health information about you:
  - For workers' compensation claims
  - For law enforcement purposes or with a law enforcement official
  - With health oversight agencies for activities authorized by law
  - For special government functions such as military, national security, and presidential protective services

**Respond to lawsuits and legal actions**

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

**Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

**Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.