

****Please complete this section in its entirety****

MOUNTAIN VIEW PSYCHOLOGY, LLC

ADULT INTAKE FORM

Instructions: To assist us in helping you, please complete this form as fully and openly as possible. All private information is held in strictest confidence. If an item does not apply to you, please leave it blank. Thanks!

Primary Concerns (Please describe):

Form completed by: _____ Date: _____

Referral Source: _____

Personal History

Legal Name: _____ Age: _____ Gender: _____

Preferred Name: _____

Address: _____
Street & Number City State Zip

Race: _____ Date of Birth: _____

Years of Education: _____ Occupation: _____

Home phone: _____ Business Phone: _____

Cell phone: _____

Present marital status:

- | | |
|-----------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Never married | <input type="checkbox"/> Separated |
| <input type="checkbox"/> Engaged to be married | <input type="checkbox"/> Divorced and not remarried |
| <input type="checkbox"/> Married (first time) | <input type="checkbox"/> Widowed and not remarried |
| <input type="checkbox"/> Married (after first time) | <input type="checkbox"/> Other: _____ |

If married, for how long? _____

Please list all adults and children living with you at present (including spouse):

<u>Name</u>	<u>Relationship</u>	<u>Age</u>	<u>Sex</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Counseling History

Are you receiving counseling services at present?: Yes No If Yes, please briefly describe:

Have you received counseling in the past?: Yes No If Yes, please briefly describe:

Medical History

Please list the name and address of your primary physician: Physician's name:

Address:

List any major illnesses and/or operations you have had:

List any physical concerns you are having at present: (e.g., high blood pressure, headaches, dizziness, etc.):

List any other physical concerns you have experienced in the past:

When was your most recent complete physical exam?:

Results of physical exam:

On average how many hours of sleep do you get daily?: _____

Do you have trouble falling or staying asleep at night?: No Yes If Yes, describe: _____

Have you gained/lost over ten pounds in the past year?: Yes No
 gained lost

If Yes, was the gain/loss on purpose?: Yes No

Describe your appetite (during the past week):

poor appetite average appetite large appetite

What medications are you taking at present, and for what purpose? (PLEASE INCLUDE DOSAGE):

Medication & Dosage Purpose

_____	_____
_____	_____
_____	_____
_____	_____

Family History

Mother's age: _____ If deceased, how old were you when she died?: _____

Father's age: _____ If deceased, how old were you when he died?: _____

If your parents are separated or divorced, how old were you then?: _____

If your parents divorced, has either one remarried? Yes No

Number of brother(s) _____ Their ages _____

Number of sister(s) _____ Their ages _____

Were you adopted or raised with parents other than your natural parents?:

Yes No

Briefly describe if any family members have (had) emotional/behavioral problems (e.g., depression, anxiety, alcoholism, violence, etc.):

Educational History

What schools have you attended?

School	Where	When

Academic performance:

Gifted Above Average Average Below Average Poor

Highest grade achieved: _____

If not a high school graduate, do you have a GED? yes no

Have you ever received special services in school? yes no

If yes, explain: _____

Legal History

No history

Current status

Are you involved in any active cases (traffic, civil, criminal)? yes no

If yes, please describe and indicate the court and hearing/trial dates and charges: _____

Are you presently on probation or parole? yes no

If yes, please explain: _____

Past history

Traffic violations: yes no

DWI, DUI, etc. yes no Criminal

involvement: yes no

If you responded "yes" to any of the above, please fill in the following:

Charges	Date	Where (City)	Results

Substance Use

How often do you consume the following:

Alcohol: _____

Tobacco: _____

Caffeine: _____

Non-prescription drugs: _____

Marijuana: _____

Opiates (e.g., morphine, codeine, heroin): _____

Barbituates (e.g., yellow jackets, red devils): _____

Amphetamines (e.g., speed, crystal meth): _____

Others (specify): _____

Have you ever experienced negative consequences due to your substance use? yes no

If yes, please describe:

Work History

Please describe your work history, if applicable:

Where did you work?	When?	What did you do?	Why did the job end?

Do you have military experience? yes no

Combat experience? yes no

If yes, where? _____

Branch: _____

Discharge date: _____

Date drafted: _____

Type of discharge: _____

Date enlisted: _____

Rank at discharge: _____

No Show/Cancellation Policy

Due to high demand for services, you will be charged if there is failure to provide a **24 hour cancellation notice**. The charge for cancelling an appointment within the 24 hour window is **\$25.00**. If you do not contact us and you no show for the visit, you will be charged **\$75.00**. *This fee must be paid before attending your next appointment.* Emergencies will be addressed on a case by case basis. There is never a charge when cancelling within 24 hours for illness.

Inclement Weather

We will be open if there is inclement weather unless you hear from us otherwise. If there is inclement weather and we open late or do not open at all on a day that you have an appointment, you will hear from us directly. You will not be charged for cancelling within 24 hours on days there is inclement weather, but please do let us know via phone call or email if you won't make it in.

Appointment Reminders via Email/SMS Text

It is our policy as time permits, to send reminders the day prior to your appointment. Please understand that not receiving a reminder email *does not* exempt you from a no-show or late cancellation fee, should you fail to cancel your appointment **24 hours** prior. Please do not wait until you receive a reminder to cancel your appointment. These reminders are a courtesy for your benefit only and shouldn't be abused and used as a reminder to cancel your appointment.

The reminder will not be encrypted therefore, anything sent via email or SMS text could be lost, delayed, intercepted, delivered to the wrong address, or arrive incomplete or corrupted. If you understand these risks and would like to receive an appointment reminder by email or SMS text, please sign below and designate which type of reminder you'd prefer.

Check ONLY One Option Below

I would like an appointment reminder email sent to:

_____ @ _____

I would like an appointment reminder SMS text sent to:

(_____) _____ - _____

I do not wish to receive any reminders.

Signature

Directions to 312 Neff Avenue, Harrisonburg, VA 22801

Our office is located right next to *West View Title Agency* on Neff Avenue in the **South Park Professional Plaza**. If you are coming down Neff Avenue going away from Valley Mall and toward Reservoir Street; just after you pass *Benjamin Moore & Deyerle Avenue* on your left, make your very next left and then an immediate slight left into our parking lot. You will see our office directly on your right. Park in any available parking spot.

****Please read over this Electronic Communication Policy, then sign and date at the end****

ELECTRONIC COMMUNICATION POLICY

In order to maintain clarity regarding our use of electronic communication during your treatment, Mountain View Psychology, LLC has prepared the following policy.

Various types of electronic communication have become very common in our society, yet while many people prefer this mode of contact with others for either social or professional purposes, it may put your privacy at risk. Moreover, such communication can be inconsistent with the law and with the standards of our profession. Consequently, this policy has been prepared to ensure the security and confidentiality of your treatment and to assure its consistency with ethics and the law.

If you have questions about this policy, please feel free to discuss this with your therapist.

Email Communications

We use email communication only with your permission, and only for administrative purposes, unless we have made another agreement. As such, email exchanges with our office should be limited to setting and changing appointments, coordinating billing, and other related issues. Since email is not a secure method of contact, we ask that you do *not* email your therapist about clinical matters, unless previously agreed upon. If you do need to discuss a clinical matter with your therapist, please feel free to call them or – if possible – wait until the next scheduled therapy session to discuss it. Communicating by phone or face-to-face are more secure modes of communication, and are also better forms of communication for the issues of therapy. Should you need to email your therapist or our administrative staff, we ask that you use the secure server at www.sendinc.com.

Social Media

We do not communicate with clients through personal social media platforms such as Twitter, Facebook, Snapchat, etc. If we discover that we have accidentally established an online relationship with you, the connection will be removed, as casual social contacts may create a significant security risk for you.

Although we may maintain personal accounts on various social networks, these are not in our professional capacity. If you have an online presence, there is a possibility that you may encounter your therapist unintentionally. If so, please discuss it with him/her during your next session. We believe that any communication with clients online has the potential to compromise the professional relationship. Please do not try to contact

your therapist via personal social networks, as we are unable to respond and will not engage in online communication.

Dr. Smith does maintain a professional Facebook page as Maria Whitmore Smith, Ph.D. This page is used to post information and articles that may be of value to clients. However, she does not interact with clients on this page directly through posts or messages. Feel free to "like" this professional page if you are interested in viewing the information provided there.

Websites

Mountain View Psychology, LLC has a website that provides information about our practice and professional services (www.mountainviewpsychology.com). You are welcome to access and review the information on the website and discuss any questions during your therapy sessions.

Web Searches

Your therapist will not use web searches to gather information about you without your permission. We believe that this violates your right to privacy. Nevertheless, we understand that you may wish to gather information about your therapist in this way.

An incredible amount of personal information is widely available on the internet, including that which is provided with an individual's knowledge and consent, as well as information that may be inaccurate or unknown. If you encounter any information about your therapist through web searches, or in any other manner, please discuss it with him or her during your session. This will allow you and your therapist to maintain an open dialogue, and for any potential impact on your treatment to be considered.

Recently it has become common for clients to review their health care provider on various websites such as Healthgrades, etc. Unfortunately, mental health professionals cannot respond to comments or related errors because of confidentiality restrictions. If you encounter such reviews of a professional with whom you are working, please discuss this with your therapist so that any potential impact on your therapy can be discussed. Please do not rate your therapist's work with you while in treatment on any of these websites, as it may damage the ability for you and your therapist to work together.

Thank you for reviewing our electronic communications policy. By signing below, you indicate your understanding and agreement with the policy.

Signature

Date

****Please read over this Consent for Services, then sign and date at the end in the "Informed Consent" section****

CLIENT AGREEMENT & CONSENT FOR SERVICES

Welcome to Mountain View Psychology (MVP). This document/agreement contains important information about our purpose, services, confidentiality and its limits, the Health Insurance Portability and Accountability Act (HIPAA), client records, business practices, and emergency care/crisis situations. It is important that you read it carefully and ask any questions you might have today. You may have a copy to take home if you desire; just ask our office manager or your therapist to make a copy. When you sign this document, it will represent your permission and an agreement between us to conduct services.

Psychological Services

MVP provides assessment, therapy, and consultation services to individuals, couples and families across the life span. It is expected that you will be an active participant in your treatment. Plans for treatment will be thoroughly discussed and mutually agreed upon between the therapist and yourself before they are implemented. Truly effective treatment depends not only the particular treatment approach but also upon the particular problems you are experiencing and establishing a good therapist-client relationship. You (or significant others) may be asked to collect and/or provide specific types of information during or between sessions for use in the evaluation of services and the treatment process. Psychological treatment has been scientifically demonstrated to help produce benefits for most clients such as reduction in distress, solutions to specific problems, and better relationships. You should be aware, however, that since part of therapy involves discussing unpleasant aspects of your life, you might experience uncomfortable feelings that may be temporarily discomforting. MVP attempts to minimize risks and maximize effectiveness by providing trained therapists, by utilizing empirically-supported treatments known to be effective and safe, and by frequent evaluations of client progress/status.

MVP hours of operation are limited. The clinic provides full-time administrative phone coverage during working hours, but you may not be able to reach your therapist who may be attending to other obligations. Your therapist will make every effort to return your call as soon as possible. If you are difficult to reach, please inform the practice manager of times you might be available. MVP does not provide emergency services (see Emergency Care and Crisis Situations).

Confidentiality

Virginia law protects the privacy of communications between a client and a therapist. Every effort will be made to keep your information strictly confidential. In most cases, MVP will only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements. All staff members have been given training about protecting your privacy and have agreed not to disclose any information without authorization in mandated reporting situations. Mandated reporting situations include:

a. Your therapist and MVP are required to report knowledge of abuse and/or neglect of an identifiable person who is presently a minor, elderly, or disabled.

- b. Your therapist or MVP may break confidentiality if there is compelling evidence that there is serious intent to harm others or yourself.
- c. In Virginia's court cases others may sometimes issue a subpoena seeking either treatment records or testimony from your therapist as evidence in a court case. If MVP receives such a subpoena, every effort will be made to assert your privilege of confidentiality in legal matters.
- d. Virginia law also allows certain others to request access to information in specific circumstances. These include Protective Service Workers to whom suspicion of abuse or neglect has been reported and Court-Appointed Special Advocates in child abuse or neglect proceedings.
- e. The Federal government may request information for health oversight activities or to prevent terrorism (Patriot Act).
- f. If you are under 18 years of age, Virginia law allows your parents to request information and/or records related to your treatment, without your authorization.
- g. If a client files a complaint or lawsuit against MVP or professional staff, MVP may disclose relevant information to our legal representative regarding the client in order to defend itself.

If any of these situations were to arise, your therapist or appropriate MVP staff would make every effort to fully discuss it with you before taking action, and would limit disclosure to what is necessary.

Health Insurance Portability and Accountability Act (HIPAA)

A federal law, HIPAA, provides privacy protection for health records and client 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. PHI is any identifiable health information about you. HIPAA requires that the clinic provide you with a Notice of Privacy Practices. This Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that you give your signature acknowledging that the clinic has provided you with this information.

Client Records

All assessment and treatment information about you (PHI) is kept in a confidential clinical record. You can examine or receive a copy of this clinical record, if you request it in writing. There are a few exceptions to this access: a) some of the unusual circumstances described in the above Limits to Confidentiality section, b) when your therapist believes that access is reasonably likely to cause substantial discomfort to you or harm to another person, or c) where information has been supplied confidentially by others. MVP may charge a copying fee for reproducing your records.

Psychological Assessments

MVP utilizes scientifically supported assessment techniques, interviews, tests, and instruments. Your assessor will schedule a "feedback" session during which he/she will explain the results, interpretation, and recommendations. You can receive a copy of the final written report, if so requested. You will need to sign an authorization for release of information form if you want the report to be sent to another person or organization (e.g., a guidance counselor in a school system). You can examine or receive a copy of your test data, unless your assessor and his/her supervisor believes that access is reasonably likely to

cause substantial discomfort to you, or there may be a misuse or misrepresentation of the test data. MVP will not release copyrighted test materials.

Minors and Parents

According to Virginia law, any person with legal rights pertaining to a child (e.g., legal guardian or non-custodial parent) may have the legal right to terminate the child's therapy. The legal guardian of a minor (under 18 years of age) can request information about assessment and treatment, and can request to examine the minor's clinical records. Even though parents have a legal right to information about their child's therapy, privacy in therapy is often crucial to successful progress, particularly individual therapy with adolescents. In such cases, parents may be requested by their child's therapist to agree to limit the level of information given to them. We typically find the best level of communication in individual therapy between a child's therapist and his/her parents is general information about the progress of the child's treatment. Other communications will require child/adolescent assent, unless the therapist feels it is a crisis situation including personal risk, self-destructive behavior, or physical danger to the minor or others. If possible, such disclosures would be discussed beforehand with the minor to minimize his/her objections and concerns.

Couples, Families, and Groups

If the therapist provides couple, family, or group therapy, she/he should discuss their proposed policy regarding confidentiality. It is MVP policy that the therapist may not reveal any information revealed by any member of the client unit (i.e., the couple, the family members in therapy, or the group members) to anyone outside the client unit without prior written permission or in mandated situations described in the Limits to Confidentiality section. It is our experience that open and honest communication between all individuals involved results in the most beneficial outcome. Unless an alternate policy has been agreed upon, the therapist may not reveal any statements made during an individual session or contact to other members of client unit without the individual's permission. A typical alternate policy on individually disclosed information is the therapist is allowed to convey such information to the unaware members of the client unit based on the rights and overall well-being of the unaware members.

Evaluation/Testing

We can provide comprehensive psychological evaluation at your request. A typical evaluation involves an interview, as well as a range of computer- and/or paper-based assessment tools, depending on the goal of the evaluation. Such evaluations will also typically include review of records and/or contact with other professionals with whom you have contact (e.g., physician, school personnel). Following the evaluation, you will be provided with a report and will be offered a feedback session with the psychologist to review the results. We ask that you allow 3-4 weeks for completion of the evaluation report. If you wish to have the report prepared within 5 business days, you may opt to pay a \$75 rush fee.

If you are covered by an insurance company with whom our psychologists are contracted (e.g., Anthem Blue Cross/Blue Shield, Medicare, etc), then we will accept that contracted rate plus any co-payment or co-insurance. Otherwise, cost for an evaluation may range from \$600 to \$2500. This range depends on the type of testing and hours involved. You will be fully informed of the estimated cost of your evaluation at the conclusion of the initial interview. If your testing is being paid for by another

agency or individual, these costs may not apply to you. In this case, you will only be seen if prior approval of payment has been arranged with the appropriate paying agency or individual.

Additional information regarding evaluation fees is available upon request.

Fees, Billing, Payment, etc.

- ❖ **Co-payments, Deductibles, & Co-insurance:** Insurance carrier participation agreements indicate that co-payments, deductibles, and co-insurance are your responsibility as the client. These fees are expected at the time services are rendered. If you cannot meet your financial responsibility at the time of your appointment, you may be asked to reschedule your appointment
- ❖ **Self-Pay:** Our self pay rate for common services are as followed:
 - Initial Consultation: \$175
 - Individual Psychotherapy Session: \$130
 - Couples/Family Psychotherapy Session: \$140
 - Diagnostic/Psychological Assessments: starting at \$600
- ❖ You can request a self pay payment plan and set up the terms with our practice manager. Your report will not be released until your balance is paid in full.
- ❖ **Returned checks:** MVP requires a returned check fee of \$35 per returned check.
- ❖ **Phone calls/Form completions:** MVP reserves the right to charge a fee for phone conversations and paperwork requested by the client (i.e. paperwork for attorneys, schools, Family Medical Leave Act, Social Security Disability, etc.) This fee does not apply to routine continuity of care letters/documentation sent to your doctor(s) on your behalf. The fee for these additional services is billed in ½ hour increments at \$25 per ½ hour. **These services are not billable to your insurance carrier, and therefore, you will be responsible for payment.**
- ❖ **Insurance denials:** Insurance companies will only pay for services that are deemed “medically necessary.” If a claim is not authorized due to a determination that it is “not medically necessary,” it is the responsibility of the client to pay MVP in full for any services provided to you. If your insurance policy has a waiting period or any pre-existing condition restrictions and your claim is denied for this reason, it is the responsibility of the client to pay MVP in full for any services to the client.
- ❖ **Collections:** MVP will report any bad or outstanding debt to a collection agency which in turn will report to all credit bureaus. If an account is sent to collections, that patient will also be discharged from MVP. If for any reason you are having extreme financial difficulties and are having trouble paying all or any part of your bill, please contact us as soon as possible.
- ❖ **Psychotherapy hour:** As per insurance regulations, a “psychotherapy hour” is deemed to be 45-50 minutes only (**not 60 minutes**).

Summary of Client Rights

As a client of MVP, you have the right to:

- a. Know your therapist's qualifications and training.
- b. Be fully informed of the terms under which services are provided.
- c. Have a detailed explanation of any procedure or form of assessment or therapy prior to assessment or treatment.
- d. Refuse assessment or treatment of any kind unless law limits the right of refusal.

- e. Request access to your chart or what information in the chart has been shared with another person, party, or organization.
- f. Report any serious concerns regarding therapists
- g. Request a copy of forms, policies, procedures, guidelines, and professional codes that govern the therapist's actions.
- h. Terminate therapy at any time, or in the case of court-ordered treatment, refuse to participate in therapy (recognizing that may have to face legal consequences as a result of your refusal).

Summary of Client Responsibilities

As a client of MVP, you agree to:

- a. Meet with your therapist for appointments as scheduled. Your therapist reserves this time for you, personally. We ask that you make every effort to attend all scheduled appointments and arrive on time. The charge for cancelling an appointment within the 24 hour window is **\$25.00**. If you do not contact us and you no show for the visit, you will be charged **\$75.00**. This fee must be paid before attending your next appointment.
- b. Attempt any therapeutic assignments you agree to perform.
- c. To disclose to your therapist whenever you feel in crisis and/or suicidal, to work with her/him to come up with a crisis plan, and to give MVP discretion regarding needed disclosures in a crisis situation.
- d. Not come to the clinic under the influence of alcohol or other drugs. If you were to appear intoxicated, and at your therapist's request, you agree to refrain from driving yourself. Failure to do so would require a DUI report.
- e. Never bring a weapon of any sort to MVP.
- f. Ask your therapist questions right away if you are uncertain about your evaluation, therapeutic process or progress, or any clinic policy.
- g. Pay agreed-upon assessment and/or treatment fees.

Emergency Care/Crisis Situations

MVP does not offer 24 hour emergency services and does not have admitting privileges. Our office voicemail and email are typically only monitored during business hours. However, if there is a true life threatening emergency, the client should call 911 or go directly to the nearest emergency room.

Informed Consent

I have read the above information and hereby agree to psychological services from MVP according to these conditions. I understand that if I have any questions about the policies or procedures, I can discuss them with my therapist whenever they arise.

Client Name: _____

Client Signature: _____

Date: _____

Witness Signature: _____

Date: _____

****Please sign this acknowledgement page, implying that you have received and reviewed our Notice of Privacy Practices****

**CLIENT ACKNOWLEDGEMENT OF
RECEIPT OF NOTICE OF PRIVACY PRACTICES**

(You May Refuse to Sign This Acknowledgement)

I, _____, have received a copy of the Notice of
Privacy Practices from: Mountain View Psychology, LLC.

Name

Signature

Date

For Office Use Only

We have made a good faith effort in attempting to obtain written acknowledgement of receipt of the Notice of Privacy Practices. Acknowledgement could not be obtained for the following reason(s):

- í Client/Individual refused to sign (Date of refusal) _____
- í Communications barriers prohibited obtaining an acknowledgement
- í An emergency situation prevented us from obtaining an acknowledgement
- í Other _____

Attempt was made by: _____ Date: _____

Explain: _____

****This Notice of Privacy Practices is for you to keep for your records. It does not need to be returned to our office****

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY, AND SIGN THE ACKNOWLEDGEMENT OF RECEIPT.

Protecting Your Personal and Health Information

Mountain View Psychology, LLC (hereafter referred to as MVP) is committed to protecting the privacy of client personal and health information. Applicable Federal and State laws require us to maintain the privacy of our clients' personal and health information. This Notice explains MVP's privacy practices, our legal duties, and your rights concerning your personal and health information. In this Notice, your personal or protected health information (PHI) is referred to as "health information" and includes information regarding your health care and assessment/treatment with identifiable factors such as your name, age, address, income or other personal information. We will follow the privacy practices described in this Notice while it is in effect. This Notice originally took effect December 3, 2012, was revised December 15, 2014 and will remain in effect until replaced.

How We Protect Your Health Information

We protect your health information by:

- Treating all of your health information that we collect as confidential.
- Restricting access to your health information only to those clinical staff that need to know your health information in order to provide our services to you.
- Only disclosing your health information that is necessary for an outside service company to perform its function on the clinic's behalf and such companies have by contract agreed to protect and maintain the confidentiality of your health information.
- Maintaining physical, electronic, and procedural safeguards to comply with federal and state regulations guarding your health information.

Uses and Disclosures for Assessment/Treatment, Payment, and Health Care Operations

MVP may use or disclose your protected health information (PHI), for *assessment/treatment, payment, and health care operations* purposes, as long as you consent to receive evaluation or treatment services from the clinic. However, it is the policy of MVP to obtain your authorization before disclosing your PHI to individuals outside of the MVP facility. To help clarify these terms, here are some definitions:

- **"Assessment/Treatment, Payment, and Health Care Operations"**
Assessment/Treatment is when a clinician provides, coordinates, or manages your health care and other services related to your health care. An example of assessment/treatment would be when a clinician consults with a medical professional on your behalf. Payment is when MVP obtains reimbursement for your healthcare. An example of payment is when MVP discloses your PHI to an insurance agency so that MVP may obtain reimbursement for your health. *Health Care*

Operations are activities that relate to the performance and operation of MVP. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, case management and care coordination, conducting training and educational programs or accreditation activities.

- “*Use*” applies only to activities within the MVP such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of MVP, such as releasing, transferring, or providing access to information about you to other parties.

Uses and Disclosures Requiring Authorization

MVP may use or disclose PHI for purposes outside assessment/treatment, payment, or healthcare operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when MVP is asked for information for purposes outside of assessment/treatment, payment or healthcare operations, we will obtain an authorization from you before releasing this information.

You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that MVP has relied on that authorization for your ongoing assessment/treatment and/or payment of services.

Uses and Disclosures that Require Neither Consent nor Authorization

MVP may use or disclose PHI without your consent or authorization in the following circumstances:

- *Abuse* – If we have reason to believe that a minor child, elderly person or disabled person has been abused, abandoned, or neglected, MVP must report this concern or observations related to these conditions or circumstances to the appropriate authorities.
- *Health Oversight Activities* – If the Virginia Board of Psychology is investigating a clinician that you have filed a formal complaint against, MVP may be required to disclose protected health information regarding your case.
- *Judicial and Administrative Proceedings as Required* – If you are involved in a court proceeding and a court subpoenas information about the professional services provided you and/or the records thereof, we may be compelled to provide the information. Although courts have recognized a clinician-patient privilege, there may be circumstances in which a court would order MVP to disclose personal health or assessment/treatment information. It should be clear, however, that MVP will not release information without your written authorization, or that of your legally appointed representative or a court order. The privilege does not apply when you are being evaluated for a third party (e.g. law enforcement agency or Social Security) or where the evaluation is court ordered.
- *Serious Threat to Health or Safety* – If you communicate to MVP personnel an explicit threat of imminent serious physical harm or death to identifiable victim(s), and we believe you may act on the threat, we have a legal duty to take the appropriate measures to prevent harm to that person(s) including disclosing information to the police and warning the victim. If we have reason to believe that you present a serious risk of physical harm or death to yourself, we may

need to disclose information in order to protect you. In both cases, we will only disclose what we feel is the minimum amount of information necessary.

- *Worker's Compensation* – MVP may disclose protected health information regarding you as authorized by, and to the extent necessary, to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
- *National Security* - We may be required to disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may be required to disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may be required to disclose health information to a correctional institution or law enforcement official having lawful custody of protected health information of an inmate or patient under certain circumstances.
- *Other Disclosures* – 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 can share health information about you for certain situations such as help with public health and safety issues, for health research purposes, to comply with the law including the Dept. of Health and Human Services if they want to see that we're complying with federal privacy law, respond to organ and tissue donation requests, or to work with a medical examiner or funeral director.

Client's Rights and Clinician's Duties

Client's Rights:

- *Right to Request Restrictions* – You have the right to request additional restrictions on certain uses and disclosures of protected health information, including restricting certain disclosures of PHI to a health plan if you pay out-of-pocket in full for the healthcare service. MVP may not be able to accept your request, but if we do, we will uphold the restriction unless it is an emergency.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are being seen at MVP. On your request, our office will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of your MVP records. A reasonable fee may be charged for copying or, if necessary, redacting the record. Access to your records may be limited or denied under certain circumstances, but in most cases you have a right to request a review of that decision. On your request, we will discuss with you the details of the request and denial process.
- *Right to Amend* - You have the right to request in writing an amendment of your health information for as long as PHI records are maintained. The request must identify which information is incorrect and include an explanation of why you think it should be amended. If the request is denied, a written explanation stating why will be provided to you. You may also make a statement disagreeing with the denial that will be added to the information of the original request. If your original request is approved, we will make a reasonable effort to include the

amended information in future disclosures. Amending a record does not mean that any portion of your health information will be deleted.

- *Right to an Accounting* –You generally have the right to receive an accounting of disclosures of PHI. If your health information is disclosed for any reason other than assessment/treatment, payment, or operation, you have the right to an accounting for each disclosure of the previous six (6) years. The accounting will include the date, name of person or entity, description of the information disclosed, the reason for disclosure, and other applicable information. If more than one (1) accounting is requested in a twelve (12) month period, a reasonable fee may be charged.
- *Right to Notification* –You have the right to be notified if there is a breach of your unsecured PHI.
- *Electronic vs. Paper Copy* – If you received this notice electronically (e.g., accessing a website), you have the right to obtain a paper copy of the notice from MVP upon request.
- *Additional Disclosures* – Your PHI will not be released for any uses or disclosures not described in this notice unless we have received a signed authorization from 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 this person has this authority and can act for you before we take any action. Additionally, an authorization must be received for the following: (A) most uses and disclosures of psychotherapy notes, (B) uses and disclosures of PHI for marketing purposes, (C) disclosures that constitute a sale of PHI, and (D) if you wish to share your information with your family, close friends or others involved in your care

MVP Duties:

- MVP is required by law to maintain the privacy of PHI and to provide you with a notice of legal duties and privacy practices.
- MVP reserves the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, MVP is required to abide by the terms currently in effect.

Other Restrictions

- MVP must also conform to Federal regulations (42 CFR, Part 2) regarding the release of alcohol/drug treatment records and confidentiality standards related to such treatment.
- For couples and families seeking conjoint treatment the record of treatment services provided will not be released without authorization from all adults present. If one individual insists on their right to review and copy the record, the record may be redacted or adapted to protect the release of information about others involved in treatment.

Changes to this Notice

MVP reserves the right to change our privacy practices and terms of this Notice at any time, as permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made the changes. Before we make such changes, we will update this Notice and post

the changes in the waiting room or lobby of the facility. You may request a copy of the Notice at any time.

Questions and Complaints

For questions regarding this Notice or our privacy practices, please contact the MVP Office Manager.

If you are concerned that your privacy rights may have been violated, you may contact the Office Manager listed below to make a complaint. You may also make a written complaint to the U.S. Department of Health and Human Services whose address can be provided upon request.

If you choose to make a complaint with the U.S. Department of Health and Human Services, or us, we will not retaliate in any way.

MVP Office Manager: Jess Quillen
Address: 312 Neff Avenue, Harrisonburg, VA 22801
Telephone: 540-433-2858
E-mail: jess@mountainviewpsychology.com