

PRIVACY NOTICE

This notice describes how medical information about you may be used and disclosed and how you can access the information.

PLEASE REVIEW CAREFULLY

Clear Brook Counseling Professionals, LLC is a private agency that provides social services within the community. Clear Brook Counseling Professionals, LLC provides services for adults and children in the areas of mental health counseling, substance abuse counseling, and skill development to address behavioral and mental health needs.

Protecting the privacy of information about your condition and health is a responsibility we take very seriously.

This flyer covers the activities of all services performed by Clear Brook Counseling Professionals, LLC. From this point on, the term health information will be used to identify any information related to mental health counseling or services you receive from Clear Brook Counseling Professionals, LLC.

Uses and Disclosures of Information about Your Health without Your Authorization

Clear Brook Counseling Professionals, LLC partners and contracts with Story County and with the State of Iowa.

To maintain quality services, certain administrative information needs to be shared among contacting agencies. This includes information like your name, address, phone number, health needs and date of birth.

This type of information will be stored in a data bank and used by agencies that provide services to you or where you have applied for services. It should help you and the people who work with you to coordinate the services that you receive. Information about substance abuse, HIV, and mental health information e.g., diagnosis, or what you say to your counselor, physician, or therapist will not be given out without a specific authorization for release of information as required by law.

Following are examples of the types of uses and disclosures of your protected health care information that are permitted without a specific authorization. These examples describe some of the typical types of uses and disclosures that we may make.

Treatment, Payment and Health Care Operations: Your protected health information may be used to coordinate treatment and other services or to provide payment for your health care services. For example, we may talk with your case manager/social worker about which services are best for you. We may also use and disclose your protected health information to support business activities like eligibility determination, coordination of services, quality assessment activities, program evaluation, and other business activities. For example, we may talk to another provider to help determine who will pay for your services.

We may also share your protected health information with business associates that perform various activities on our behalf. They have agreed to protect your privacy as well.

We may use or disclose your protected health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

We may also use and disclose your protected health information for other marketing activities. For example, your name and address may be used to send you a newsletter about the services we offer. You may contact our Privacy Officer to request that these materials not be sent to you.

Public Health: As required by law, we may disclose your health information to public health authorities to: prevent injury or disability, or report child/adult abuse or neglect.

Health Oversight: We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit program, other government regulatory programs and civil rights laws.

Legal Proceedings: We may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request, or other lawful process.

Law Enforcement: We may disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes, including: (1) legal processes otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the event that a crime occurs on Clear Brook Counseling Professionals, LLC's premises, and (6) medical emergency (not on Clear Brook Counseling Professionals, LLC's premises.) and it is likely that a crime has occurred.

Coroners, Funeral Directors, and Organ Donation: We may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death, or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties.

Research: We may disclose your protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information.

Criminal Activity: Consistent with applicable federal and state laws, we may disclose your protected health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military and Veterans: If you are a member of the armed forces, we may release information about your health as required by military command authorities.

Persons Involved In Your Health Care: We will communicate with family members whom you designate to help you or who in our judgment need to be involved, unless you object. This might include persons who help you with communication barriers, such as language, or hearing problems.

Emergencies: If we are asked to provide protected health information that is necessary to provide emergency treatment, we shall instruct the treatment provider to obtain your authorization as soon as reasonably possible after the delivery of treatment. If they have attempted to obtain your consent but are unable to obtain your consent, we may still disclose your protected health information so they may treat you.

Disaster Relief: To a public or private entity assisting in a disaster relief (e.g. to notify your family about your location, condition, death).

Uses and Disclosures of Information about Your Health with Your Authorization

Other uses and disclosures of information about your health that are not described in this notice or are not otherwise permitted by law will be made only with your written authorization. You may revoke such authorization as described in this notice.

Your Rights Regarding Information About Your Health

You have the following rights regarding the health information we maintain about you, which you may exercise by submitting your request in writing to:

Attention: Thomas Patterson
Clear Brook Counseling Professionals, LLC
614 Billy Sunday Road, Suite 100
Ames, IA 50010

Right to Revoke Authorizations: You may revoke your authorization that allows us to use or disclose health information that is not otherwise covered by this notice or applicable law in writing at any time except: when the authorization was obtained as a condition of determining eligibility, during the contestable period, or to the extent that we have taken action in reliance on your written authorization. We are unable to take back any disclosures we have already made with your authorization and we may retain documents that may contain information about your health.

Right to Request Restrictions: You have the right to request a restriction of your protected health information for treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care.

Your request must state the specific restriction requested and to whom you want the restriction to apply. We are not required to agree to a restriction that you request.

Right to Request Confidential Communications: If you could be endangered by our normal communication channels, you have the right to request that we communicate information about your health to you by alternative means or at an alternative location. We will accommodate reasonable requests provided you explain the reason for the request and how or where you should be contacted.

Right to Amend: This means you may request an amendment of your protected health information as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request, you have the right to file a statement of disagreement, which we will review and get back to you. If you have questions about amending your protected health information, please contact our Privacy Officer, Thomas Patterson at the Clear Brook Counseling Professionals, LLC office at (515) 337-1764.

Right to Request an Accounting: You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, to family members or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these disclosures that occur after April 14, 2003. The right to receive this information is subject to certain exceptions, restrictions and limitations.

Right to a Copy of this Notice: You have the right to obtain a copy of this notice at any time. Contact our Privacy Officer at (515) 337-1764.

Our Duties Regarding Information about Your Health

We are required by law to:

- Maintain the privacy of information about your health.
- Provide you with this notice of our legal duties and health information privacy practices.
- Abide by the terms of this notice.

Changes to this Notice

We reserve the right to change the terms of this notice. We reserve the right to apply the changed notice to health information we already have about you, as well as any information we receive in the future. If we make a material change to the terms of this notice, we will mail a revised notice to you.

For More Information or to File a Complaint

If you have questions and would like additional information, you may contact our Privacy Officer, Thomas Patterson, at (515) 337-1764.

If you believe your privacy rights have been violated, you may file a written complaint with our Privacy Officer and with the secretary of the Department of Health and Human Services. You will not be retaliated against for filing a complaint. This notice is effective September 1, 2015.



**ACKNOWLEDGEMENT OF RECEIPT OF
PROVIDER'S NOTICE OF PRIVACY PRACTICES**

I, _____ acknowledge that I have received a copy of the Notice of Privacy Practices which summarizes the ways my identifiable health information may be used and disclosed by this provider and states my rights with respect to my medical information. I understand this provider has the right to revise these information practices and to amend the Notice of Privacy Practices. I have been informed that in the event this provider revises its information practices, a revised Notice of Privacy Practices will be posted at Clear Brook Counseling Professionals, LLC at 614 Billy Sunday Road, Suite 100, Ames, IA 50010, as well as at Clear Brook Counseling Professionals, LLC at 213 N. Ankeny Boulevard, Suite 100, Ankeny, IA 50021 and that I may obtain a current form at any time from Clear Brook Counseling Professionals, LLC.

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Patient (if over 18) or Parent/Guardian Signature

Date

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If Parent or Guardian – State Relationship to Patient



INFORMED CONSENT FOR SERVICES

PSYCHOLOGIST-CLIENT SERVICE AGREEMENT

Welcome to Clear Brook Counseling Professionals. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss, outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, we will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with your provider. If you have questions about the procedures, we should discuss them whenever they arise. If your doubts persist, your provider will be happy to help you set up a meeting with another mental health professional.

APPOINTMENTS

Appointments will ordinarily be 40-55 minutes in duration. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide us with 24 business hours' notice. If you miss a session without canceling, or cancel with less than 24 business hour notice, or if you are 10 or more minutes tardy for your appointment without calling, our policy is to collect \$75.00 [unless we

both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, we will try to find another time to reschedule the appointment on the same day, which we will then waive the fee. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

PROFESSIONAL FEES

The standard fee for the initial intake and each subsequent session follow the Wellmark Blue Cross Blue Shield contracted rate. This is updated every July by Wellmark. You may inquire at the desk for those rate amounts. You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check, cash credit or debit card. Any checks returned to the office are subject to an additional fee of up to \$30.00 to cover the bank fee. If you refuse to pay your debt, we reserve the right to use an attorney or collection agency to secure payment.

In addition to appointments, it is our practice to charge this amount on a prorated basis (We will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of us. If you anticipate becoming involved in a court case, we recommend that we discuss this fully before you waive your right to confidentiality. If your case requires our participation, you will be expected to pay for the professional time required even if another party compels us to testify.

INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, my billing service will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting us know if/when your coverage changes.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-V. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable.). Sometimes we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no

control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by check, cash, credit or debit card. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, which must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with Clear Brook Counseling Professionals until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If we are not a participating provider for your insurance plan, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, we will refer you to a colleague.

PROFESSIONAL RECORDS

We are required to keep appropriate records of the psychological services that we provide. Your records are maintained in a secure online system. We keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records we receive from other providers, copies of records we send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and / or upsetting to untrained readers. For this reason, we recommend that you initially review them with us, or have them forwarded to another mental health professional to discuss the contents. If we refuse your request for access to your records, you have a right to have our decision reviewed by another mental health professional, which we will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

Our policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is our policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information we consider necessary with a parent. For children 14 and older, we request an agreement between the client and the parents allowing us to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless we feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case we will make every effort to notify the child of our intention to disclose information ahead of time and make every effort to handle any objections that are raised.

CONTACTING US

Your provider is often not immediately available by telephone. At these times, you may leave a message with the front desk or on our confidential voicemail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from us or we are unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, or 2) call 911 and ask to speak to the mental health worker on call. We will make every attempt to inform you in advance of planned absences.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, we hope you will talk with us so that we can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that we refer you to another provider and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about our specific training and experience. You have the right to expect that we will not have social or sexual relationships with clients or with former clients.

CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

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Patient (if over 18) or Parent/Guardian Signature

Date

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If Parent or Guardian – State Relationship to Patient



CLIENTS RIGHTS AND RESPONSIBILITIES

At Clear Brook Counseling Professionals, LLC, we strive to provide high-quality services that recognize the experiences, values, and needs of the individuals we serve. We believe that a partnership between providers and clients is the best way to achieve optimal benefits. Understanding your rights and responsibilities as a client of Clear Brook Counseling Professionals, LLC is central to this partnership.

Your rights include:

- You have the right to receive services in accordance with standards of professional practice, which are appropriate to your needs, and designed to give you opportunity for improvement.
- You have the right to participate in the development of your plan for treatment and make decisions about your treatment. We believe it is important for you to understand what services are being recommended in order for you to obtain the most benefit from treatment. You have a right to an explanation of any treatment prescribed, the reason for such treatment, and any known risks associated with such treatment.
- You have the right to select practitioners of your choice, within Clear Brook Counseling Professionals, LLC's ability and resources to provide an appropriately trained provider, and as authorized by your health plan. You have the right to choose a provider outside of your health plan at your expense.
- You have the right to terminate your services at any time, unless ordered by the court.
- You have the right to humane care and protection from harm or abuse, and to be treated with respect and dignity by the employees of Clear Brook Counseling Professionals, LLC.
- You have the right to non-discrimination. No person shall, on the grounds of race, color, religion, gender, sexual orientation, age, disability, or cultural background, be denied services or otherwise be discriminated against.
- You have the right to confidentiality. Your records and information collected at Clear Brook Counseling Professionals, LLC will be held and released in accordance with federal and state laws regarding confidentiality. You have the right to understand that certain information may be released as certain laws require your provider to report cases in which there exists a compelling danger to yourself or others, and to report all cases of suspected abuse or neglect of minors or vulnerable adults. Your records may also be subject to an audit by various governing bodies.
- You have the right to make a complaint or file a grievance in accordance with the grievance procedure. You may request a copy of this procedure from your provider or by calling the office at 515-337-1764.
- You, or your legal representative, have the right to have access to your records, in accordance with state and federal laws and regulations.

Your responsibilities:

- You have the responsibility to provide information that is needed in order to provide services, including adequate clinical, insurance, financial, and demographic information, and to keep Clear Brook Counseling Professionals, LLC informed of any changes in this information.
- You have the responsibility to keep your appointments or cancel in a timely manner. We require at least 24 business hour notice. You have the responsibility to show up to your appointment on time. If you are going to run late to your appointment, please call our office to notify us. This allows the opportunity for others who may be waiting for services to use that time. ***We reserve the right to end your treatment at Clear Brook Counseling Professionals, LLC for non-attendance of your scheduled appointments.***
- You have the responsibility to cooperate with and participate in your treatment. This includes following the plan you developed with your provider (including any crisis plan), working on your goals, communicating changes in your treatment needs to your provider, and following instructions for care.
- You have the responsibility to respect the confidentiality of other clients, this includes the responsibility to not partake in any audio or video recording while on the premises.
- You have the responsibility of making sure payments for services are made in a timely manner and working with the business office to set up a payment plan for the non-covered services you receive.
- You have the responsibility to treat Clear Brook Counseling Professionals, LLC staff and other clients with courtesy and respect.

I understand that my Clear Brook Counseling Professionals, LLC providers, health plan representatives, and my primary care physician may exchange any and all information pertaining to my services to the extent such disclosure is necessary for claims processing, case management, coordination of treatment, quality assurance, and/or utilization review purposes. I understand that I may revoke my consent, in writing, at any time except to the extent that treatment has already been rendered or that action has been taken in reliance on this consent. I understand that, otherwise, it will automatically expire one year after all claims for treatment have been paid as provided in your benefit plan.

I have read, or had explained to me, and understand and agree to the above.

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Patient (if over 18) or Parent/Guardian Signature

Date

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If Parent or Guardian – State Relationship to Patient