

CLIENT'S RIGHTS AND INFORMATION

Pathways Psychological Services

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Golden Valley, MN 55427 Rochester, MN 55906 Elk River, MN 55330
763-525-8590 763-525-8590 763-241-8157

Effective communication between the client and the therapist is an important part of the therapy process. The following information covers many of the questions that may arise about therapy, and includes a listing of the client's rights and obligations. Any questions you may have that are not covered may be brought to the attention of your therapist.

1. **The Bill of Rights** of clients obtaining psychological services is as follows. It is not a legal bill of rights, but a statement of what you can reasonably expect from a therapist.

YOU HAVE THE RIGHT:

- To ask questions at any time.
- To know when a therapist is available to see you, or if not, how long the waiting period would be.
- To be informed of the therapist's areas of specialization and limitations.
- To ask questions about issues relevant to your therapy.
- To ask questions about written materials regarding your treatment.
- To negotiate therapeutic goals and to re-negotiate when necessary.
- To be informed regarding fees for therapy and method of payment, including insurance reimbursements.
- To refuse a specific intervention or treatment strategy.
- To discuss aspects of your therapy with others outside the therapy situation, including consulting with another therapist.
- To request the therapist to send a written report regarding services rendered to a qualified therapist or organization on your written authorization.
- To know the ethics code to which the therapist adheres.
- To solicit help from the ethics committee of the appropriate professional organization in the event of doubt or grievance regarding the therapist's conduct.
- To terminate therapy at any time.

2. **Psychotherapy** can involve some risk for the client in certain situations. Sometimes the client will not obtain the desired results or goals from psychotherapy in the time period expected. This can result in frustration and dissatisfaction. During the process of the therapy, psychological pain and distress can arise as difficult issues are addressed and worked through. The therapist may recommend referral for supplemental care when appropriate. If adequate progress is not being made in therapy or if it becomes apparent that the therapist does not have the skills necessary to address the client's issues that have emerged during therapy, the therapist may either refer for

more specialized care or discontinue therapy and assist with a referral to an appropriate therapist, health care professional or therapy program.

3. **Confidentiality:** Confidentiality is maintained for all clients except in the following cases:
 - If **child abuse** is either reported or suspected.
 - When the **client is a minor**. The parents/guardians are entitled to know the condition, diagnosis, and progress of therapy.
 - If the **client poses a "clear and imminent danger" either to themselves or someone else**. The therapist is required to report such danger to the appropriate parties, including family members, police, or the threatened party.
 - If the client is or becomes a **"vulnerable adult."**
 - If the **client releases information with a written authorization**.
 - If a **court subpoenas your records**.
 - When **consultation or supervision with another therapist** is desired in order to provide the best possible therapy. Such discussions will, of course, remain private within the consultation or supervisory relationship.
4. **Second opinion:** If you would like a second opinion regarding your specific problems or condition, this issue should be brought to the attention of the therapist, and the therapist will offer assistance in obtaining an appropriate referral.
5. **Discontinuation of Therapy:** You may discontinue therapy at any time. Please feel free to discuss this with your therapist. Your therapist may discontinue therapy if financial conditions stipulated in the Professional Counseling Agreement are not met or if transfer to another therapist is desirable.
6. **Emergency:** If you are in a crisis and need immediate attention, we refer you to:
 - Golden Valley**
 - Acute Psychiatric Service Center 612-873-2222
 - North Memorial Hospital Emergency 763-520-5200
 - Front Door 612-348-4111
 - C.O.P.E. 612-596-1223
 - Elk River**
 - Crisis Line 1-800-635-8008
 - Mercy Hospital 763-236-6000
 - Mercy Hospital Mental Health 763-236-7911
 - River Wind for Anoka County 763-755-3801
7. If you have a grievance with a staff member or services you received at Pathways, please report it to your therapist or the Pathways' Executive Director or Practice Director. If your **grievance** with Pathways Psychological Services, P.A. is not resolved to your satisfaction, you may file a complaint with the State of Minnesota Department of Human Services, Licensing at (651) 296-3971.

A HARD COPY OF THIS DOCUMENT IS AVAILABLE UPON REQUEST

NOTICE OF PRIVACY PRACTICES

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.

The Health Insurance Portability & Accountability Act of 1996 (“HIPAA”) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by Pathways Psychological Services, P.A. in any form, whether electronically, on paper, or orally, are kept properly confidential. This Act gives you, the client, significant new rights to understand and control how your health information is used. HIPAA provides penalties for covered entities that misuse personal health information.

As required by HIPAA, Pathways Psychological Services, P.A. has prepared this explanation of how we are required to maintain the privacy of your health information. We may use and disclose your medical records only for each of the following purposes: treatment, payment and health care operations.

- Treatment means providing, coordinating, or managing health care and related services by one or more health care therapists. An example of this would include treatment session notes.
- Payment means such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilization review. An example of this would be sending a bill for your visit to your insurance company for payment.
- Health care operations include the business aspects of running our practice, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, confirming appointments and customer service. An example would be an internal quality assessment review.

We may also create and distribute de-identified health information by removing all references to individually identifiable information.

We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

A HARD COPY OF THIS DOCUMENT IS AVAILABLE UPON REQUEST

You have the following rights with respect to your protected health information:

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of disclosures of protected health information.
- The right to obtain and we have the obligation to provide to you a paper copy of this notice from us at your first service delivery date.
- The right to provide and we are obligated to receive a written acknowledgement that you have received a copy of our Notice of Privacy Practices.

We are required by law to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information.

This notice is effective as of April 9, 2003. We are required to abide by the terms of the Notice of Privacy Practices currently in effect. We reserve the right to change the terms of our Notice of Privacy Practices and to make the new notice provisions effective for all protected health information that we maintain. We will post and you may request a written copy of revised Notice of Privacy Practices from this office.

If you feel that your privacy protections have been violated, you have the right to file a formal, written complaint with us at the address below, or with the Department of Health & Human Services, Office of Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

Please contact us for more information:
Privacy Officer
Pathways Psychological Services, P.A.
7575 Golden Valley Road, Suite 230
Golden Valley, MN 55441 763-525-8590

For more information about HIPAA or to file a complaint:

US Dept. of Health & Human Services
Office of Civil Rights
200 Independence Avenue, S.W.
Washington, D.C. 20201
(202) 619-0257
Toll Free: 1-877-696-6775