Amy A Hays, LCSW

13625 Pond Springs Rd., ste. 106

Austin, Texas 78729

(512) 773-3099

amyahays@amyahayslcsw.com

**Information for Clients and Informed Consent**

**About your therapist…**

I am a Licensed Clinical Social Worker in the state of Texas with a Masters degree in Social Work from the University of Texas at Austin. I have been providing psychotherapy services since 2002. I am the sole owner of Amy A Hays, LCSW. I provide services to adolescents and adults.

**Benefits and risks of counseling....**

Counseling and psychotherapy are beneficial, but as with any treatment, there are inherent risks. During counseling, you will have discussions about personal issues which may bring to the surface uncomfortable emotions such as anger, guilt, and sadness. The benefits of counseling can far outweigh any discomfort encountered during the process, however. Some of the possible benefits are improved personal relationships, reduced feelings of emotional distress, and specific problem solving. I cannot guarantee these benefits, of course. It is my desire, however, to work with you to attain your personal goals for counseling.

Overall, the benefits greatly outweigh the risks. When the client and the therapist are both committed to the process of counseling, understanding therapy is not a quick fix, transformational results are often observed.

It takes great courage to begin the process of counseling. If you have any questions about what to expect in your journey through counseling with me, I am more than happy to discuss this with you not only in our first session together but throughout the process.

**Confidentiality....**

It is a client’s legal right that our sessions and my records about you are kept private. I will tell no one what you or your child tell me or that you or your child are receiving counseling services from me. In all but a few situations, your confidentiality and privacy is protected by state law and by the ethical rules of my profession. There are exceptions as follows:

1. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat including police officials.

2. If I have reason to believe a child or any adult dependent has been or will be abused or neglected, I am legally required to report this to the proper authorities.

3. If you are or will be involved in court proceedings and my records are ordered by a judge.

4. If a guardian ad litem (GAL) is appointed in a custody case involving child clients I have seen for counseling services and she/he is ordered by the court to have access to mental health practitioners and records therein, I am required to provide that information as it is court ordered.

5. I am happy to provide paperwork for you to file with your insurance company; however, in doing so, there will be a diagnosis required with the paperwork and there may be a violation of your confidentiality as insurance companies do not always observe the same strict confidentiality policies that I do as a Licensed Clinical Social Worker.

6. Occasionally I see professional consultation with another licensed therapist as well as confidential peer consultation meetings with my fellow therapists. I share information about my cases and clients for the purpose of gaining further perspective and ideas for how to best serve my clients without revealing names or identity. There may be a case where I share office space, record storage and voicemail system with a fellow therapists. Peers, fellow therapists and any supervisor are bound by confidentiality so that any information shared does not leave the room in which it is shared and full names are not revealed.

7. If you should choose to communicate with me via email I can not guarantee your confidentiality as sometimes an email remains on a server and may be accessible by others.

**Email policy:**

You are welcome to email me at amyahays@amyahayslcsw.com but please know this is not an encrypted mail server. I will typically communicate vaguely with my clients through email to schedule appointments or discuss superficial items related to our office visits. I find that most deeper communication can and should be handled during our regular sessions for privacy and confidentiality. Should you need to reach me with a quick email, text, or phone call, I will respond as soon as possible.

**More on confidentiality:**

In working with clients under the age of 18, though legally the parent(s) or legal guardian(s) of child clients are the client and confidentiality lies with the client, in order to establish and preserve the essential relationship and setting for a child’s therapy, I honor what the child does or says in our sessions as confidential while providing parents and/or legal guardians summaries of treatment goals, plan and progress as well as recommendations. I will talk to your child about this policy in terms they can understand. Your child is free to discuss with you whatever is done or said in our sessions.

In working with couples and families, the couple as an entity and the family as an entity is my client and I am not providing individual therapy for either half of the couple or for any one member of the family although sessions with individuals in the couple/family may be a part of the couples/family therapy. I will not be a “secret keeper” nor will I facilitate secret keeping.. If anything significant is revealed in an individual session that I feel the other party needs to be told, I will require it be brought up in the next session together so we can work through it or I may have to terminate the therapeutic relationship and refer you to another therapist.

**Divorce and Custody Cases....**

\*\*I am not a custody evaluator and can not make any recommendations on custody. I can refer

you to a professional who can provide custody evaluation if needed.\*\*

Due to the sensitive nature of divorce and all potential issues that may arise in such cases, I have very specific policies to which you must agree before we enter a counseling relationship:

1. If I am seeing a child whose parents are in the process of divorce or who are already divorced, I require a copy of the standing court order demonstrating the custodial rights of each parent and/or the parenting agreement that is signed by both parents and the judge at the first intake session. I will need to have contact with the parent who has legal custodial decision making for medical issues before I see the child for counseling and will need to obtain written consent for the child to participate in counseling from the legal custodian(s) and prefer to have contact with both parents prior to seeing the child.

2. I will be available to provide an interview with a guardian ad litem (GAL) assigned to investigate the best interest of any child I am counseling upon production of court order demonstrating the GAL’s right to examine your clinical record or speak with me. Otherwise, the adult client or parents of child client will need to sign a release for me to speak with the GAL. The client will be charged a full session fee for me to have such meeting with a GAL.

3. I will provide, upon request, an identical summary of a child’s therapy progress, treatment plan information and parent recommendations to both parents who share in the legal custody of the child I am seeing for counseling and will offer and encourage opportunities for both parents to participate in parent consultations along the way.

4. Family sessions will likely be recommended and depending on the case, may need to see the child with each parent separately along with siblings and/or other significant family members who live in the homes where the child lives.

5. I ask all my clients waive right to subpoena me to court. This policy is set in order that I can preserve the efficacy and integrity of my therapeutic progress and relationship with you and/or your child(ren). It is my experience that my appearance in court often damages my therapist-client relationship and it is my ethical duty to make every reasonable effort to promote the welfare, autonomy and best interests of my clients. By signing this agreement you are waiving right to have me subpoenaed and agreeing in fact not to have me or my records subpoenaed. I will be happy to provide a referral to another therapist who will be willing to appear in court if needed as an alternative if you would prefer.

6. In the case I am subpoenaed to appear in court even with this waiver – whether I testify or not – I charge my full standard fee for Court Related work of $200/hour of my professional time. Any of my time dedicated to any court-mandated appearance including preparing documentation, discussions with lawyers and/or the guardian ad litem in connection with the court appearance and any time spent waiting at the courthouse in addition to time on the stand as well as any travel time will be billed at $200 per hour.

I understand these policies and I and any of my representatives now or in the future hereby waive any and all rights to subpoena Amy A Hays, LCSW and her clinical record on any current or future legal proceedings.

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_ Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_

**Scheduling and Cancellations (please also refer to Fee for Services Agreement):**

I require 24 hours notice of cancellation of any appointment.

If a client does not arrive for a scheduled appointment or cancels inside of 24 hours, there will be a **charge** **equivalent to the full session fee.** (please see attached Fee for Services Agreement for full explanation) On rare occasions in which there is what I consider to be a true, absolute, unavoidable emergency I may waive the charge.

Initial Here: \_\_\_\_\_\_

**Session parameters ...**

Sessions (either individual or family) are 50-55 minutes in length.

Sessions will start and end on time. If you arrive late, the session will still end at the scheduled time.

**Fees, Payment, Insurance...**

If I am a current and contracted provider for your insurance, I will submit billing to that insurance company, along with any documentation they require, which is typically minimal and limited to diagnosis code, session type, demographic information, etc. You are responsible for your co-pay at the time. It is also your responsibility to know if you’ve met your deductible. If I bill your insurance company and later learn that you have not met your deductible, I will send you an invoice for the session (based on what insurance would have paid me).

Please note it is your responsibility to notify me of any changes to your insurance plan. I accept only a few insurances and if you change to an insurance no longer accepted by me, it is your responsibility to notify me before the change. Any unpaid balances will be your responsibility.

Sliding scale may be available for clients not wishing to go through insurance. That will be based on financial need and at my discretion.

There is a $25 fee for any returned checks. That $25 fee is due at the time of your next session, along with the payment for that session. If I receive two (2) returned checks from you, I will require that you pay using cash or credit card only from that point on.

**Standard Fees:**

Initial Intake Session (includes file set up and course of treatment): $150

Individual Counseling Sessions (50-55 minutes): $150

Preparation of Summaries of Treatment, Letters, or other supplemental documents at request of client: $100 per item requested. Court Related and/or Child Specialist Work for Collaborative Law Cases: $200/hour of any and all time spent on the case.

\*I do require payment of fees be made at the beginning of each session so business can be out of the way in order to sink into the issues the client needs/wants to address during the session.

\_\_\_\_\_\_\_\_\_\_\_\_initial here

**After Hour Support and Emergencies...**

Amy A Hays, LCSW is not an emergency services agency. I do not provide emergency services.

You may call me during business hours on my mobile office number 512-773-3099 and leave me a confidential voicemail including your phone number even if you know that I have it along with a brief message. I will call you back when I have finished all sessions and business with other clients or between sessions if possible and if not possible the same day that you leave the message, as soon as I can the next day.

When I am away from the office for extended time, my outgoing voicemail message will reflect when I will be back. I also provide all clients in advance my away-from-office dates.

If you have a life threatening emergency you should call 911 or go to the hospital of your choice.

Only contact me in an emergency after you have already obtained emergency assistance from 911 or your choice of medical support

**Clinical Records...**

You should be aware that, pursuant to HIPAA, I keep information about all of my clients in a collection of professional records. This constitutes your Clinical Record. You may schedule an appointment to examine your Clinical Record. Additionally, you may receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted by untrained readers. For this reason, I recommend that you initially review them in my presence within a scheduled session, or have them forwarded to another mental health professional so you can discuss the contents. There will be an administrative fee of $35 charged for confidential copying and mailing the record for release.

**Client Rights...**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the Notice form, and the privacy policies and procedures. I am happy to discuss any of these rights with you.

**Complaints or Grievances...**

If you feel that there is basis for a formal complaint or grievance about anything related to the professional services I am providing, I invite you to first communicate your concerns to me directly so that I will be informed and have an opportunity to respond and resolve any potential misunderstanding. You have a right to file a complaint about me with my licensing board and may do so by contacting the Texas State Board of Social Worker Examiners.

**Our Agreement To Enter into Counseling Services....**

I have read or had read to me all the information in this Information for Clients and Informed Consent paperwork and I have initialed all pages indicating that I have read them and understand them. I have had a chance to review and ask questions and have had all questions answered to my satisfaction. I agree to abide by all the policies outlined herein. By signing this agreement, I am consenting to treatment and understand all the benefits and risks of counseling as outlined herein. I also hereby acknowledge that I have received the HIPAA notice form mentioned herein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of adult client, child client and/or child client’s legal guardian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Signature of client (or client’s legal guardian if client is a minor) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Therapist Date

**Email and Texting Consent**

HIPAA regulations and my professional Code of Ethics both require that I keep your

Protected Health Information private and secure, and indeed I want to do so. Email and

texting are convenient ways to handle administrative issues like scheduling or receipt

requests, but they are not 100% secure. Some of the potential risks you might

encounter if we email or texts include:

● Misdelivery of email to an incorrectly typed address.

● Visibility of your texts if you have texting enabled to flash on your lock screen.

● Email accounts can be hacked, giving a 3rd party access to email

contents/addresses.

● Email or texting providers (ie, Gmail, Comcast, Yahoo, AT&T, etc.) keep a copy

of each email or text on their servers, where it might be accessible to employees,

Etc.

For these reasons, I will not use email or texting to discuss clinical issues (ie, the

important things we talk about in our sessions).

If you *are* comfortable doing so, I am happy to use email to handle small administrative

matters like scheduling and billing, and texting for last-minute timing communication (ie,

if you are running late).

If you are *not* comfortable with these risks, we can handle administrative issues via

phone calls.

Please indicate/circle your preference about email below and sign.

I DO DO NOT consent to use email for administrative matters.

If given, consent will expire 2 years after our last appointment. This means that I will not

initiate contact via email, although you are always still welcome to email me, and I can

reply briefly if you do.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

**CLIENT CONTACT INFO:**

Name of Client\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Client’s Date of Birth \_\_\_\_\_\_\_\_\_\_\_

Date of your first counseling session with Amy A Hays, LCSW \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Custodian if client is child\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval to leave brief message? Yes or no \_\_\_\_\_

Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How did you hear about me and my services?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

History of suicidal attempt or thoughts? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is the primary reason you are seeking counseling services at this time?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

When did you first notice the issue/problem that brings you to counseling? (please provide a date if possible) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you currently on any medications and if so which one(s)? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Significant medical history:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Have you ever been in counseling before? If so, when and for how long? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you have been in counseling before, what was your reason for discontinuing counseling? What seemed to work for you in that counseling experience and what did not work for you? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What do you hope to accomplish by coming to counseling? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Anything else you would like me to know before we begin our work together? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Amy A Hays, LCSW**

**13625 Pond Springs Rd., ste. 105**

**Austin, Texas 78729**

**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.**

**INTRODUCTION**

Amy A Hays, LCSW is required by law to maintain the privacy of Protected Health Information (“PHI”), to provide individuals with notice of our legal duties and privacy practices with respect to PHI, and to notify affected individuals following a breach of unsecured PHI. PHI is information that may identify you and that relates to your past, present or future physical or mental health or condition and relates to the provision of health care or payment for the provision of health care for your past, present or future physical or mental health or condition and related healthcare services. This Notice of Privacy Practices (“Notice”) describes how we may use and disclose PHI to carry out treatment, obtain payment or perform our health care operations and for other specified purposes that are permitted or required by law. The Notice also describes your rights with respect to PHI about you.

Amy A Hays, LCSW is required to follow the terms of this Notice currently in effect. We will not use or disclose PHI about you without your written authorization, except as described in this Notice. We reserve the right to change our practices and this Notice and to make the new Notice effective for all PHI we maintain. Upon request, we will provide any revised Notice to you.

**OUR PLEDGE**

The privacy of your personal health information (PHI) is important to us. Your PHI includes, but is not limited to, medical, dental, pharmacy, and mental health information. This Notice describes our privacy practices. Our privacy practices must be followed by all of our employees and staff. This Notice tells you about the ways in which we may use and disclose your PHI. Also described are your rights and certain obligations we have regarding the use and disclosure of your PHI. We use and disclose your PHI in compliance with all applicable state and federal laws.

**HOW PHI ABOUT YOU MAY BE USED AND DISCLOSED**

The following categories describe different ways that we use and disclose PHI. For each category of use or disclosure, an explanation of what is meant and some examples are provided. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose PHI will fall within one of the categories.

**For Treatment.** We may use or disclose your health information to provide and coordinate the mental health treatment and services you receive. For example, if your mental health care needs to be coordinated with the medical care provided to you by another physician, we may disclose your health information to a physician or other healthcare provider.

**For Payment.** We may use and disclose your health information for various payment-related functions, so that we can bill for and obtain payment for the treatment and services we provide for you. For example, your PHI may be provided to an insurance company so that they will pay claims for your care.

**For Healthcare Operations.** We may use and disclose your health information for certain operational, administrative and quality assurance activities, in connection with our healthcare operations. These uses and disclosures are necessary to run the practice and to make sure that our patients receive quality treatment and services. For example, healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities.

**For Special Purposes.** We are permitted under federal and applicable state law to use or disclose your PHI without your permission only when certain circumstances may arise.

We are likely to use or disclose your PHI without your permission for the following purposes:

* **Individuals Involved in Your Care or Payment for Your Care**. We may disclose PHI to a close personal friend or family member who is involved in your medical care or payment for your care.
* **Disclosures to Parents or Legal Guardians.** If you are a minor, we may release your PHI to your parents or legal guardians when we are permitted or required under federal and applicable state law.
* **Worker’s Compensation.** We may disclose your PHI to the extent authorized by and necessary to comply with laws relating to worker’s compensation or other similar programs established by law.
* **Public Health.** We may disclose your PHI to federal, state, or local authorities, or other entities charged with preventing or controlling disease, injury, or disability for public health activities.
* **Health oversight activities:** We may disclose your PHI to an oversight agency for activities authorized by law. These oversight activities include audits, investigations, and inspections, as necessary for our licensure and for government monitoring of the health care system, government programs, and compliance with federal and applicable state law.
* **Law Enforcement.** We may disclose your PHI for law enforcement purposes as required by law or in response to a court order, subpoena, warrant, summons, or similar process; to identify or locate a suspect, fugitive, material witness, or missing person; about a death resulting from criminal conduct; about crimes on the premises or against a member of our workforce; and in emergency circumstances, to report a crime, the location, victims, or the identity, description, or location of the perpetrator of a crime.
* **Judicial and administrative proceedings.** If you are involved in a lawsuit or a legal dispute, we may disclose your PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.
* **United States Department of Health and Human Services**. Under federal law, we are required to disclose your PHI to the U.S. Department of Health and Human Services to determine if we are in compliance with federal laws and regulations regarding the privacy of health information.
* **Research.** Under certain circumstances, we may use or disclose your PHI for research purposes. However, before disclosing your PHI, the research project must be approved by an institutional review board or privacy board that has reviewed the research proposal and established protocols to ensure the privacy of your PHI.
* **Coroners, medical examiners, and funeral directors.** We may release your PHI to assist in identifying a deceased person or determine a cause of death.
* **Organ or tissue procurement organizations**. Consistent with applicable law, we may disclose your PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.
* **Notification.** We may use or disclose your PHI to assist in a disaster relief effort so that your family, personal representative, or friends may be notified about your condition, status, and location.
* **Correctional institution**. If you are or become an inmate of a correctional institution, we may disclose to the institution or its agents PHI necessary for your health and the health and safety of others.
* **To Avert a Serious Threat to Health or Safety.** We may use and disclose your PHI to appropriate authorities when necessary to prevent a serious threat to your health and safety or the health and safety of another person or the public. We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes.
* **Military and Veterans.** If you are a member of the armed forces, we may release your PHI as required by military command authorities. We may also release PHI about foreign military personnel to the appropriate military authority.
* **National Security, Intelligence Activities and Protective Services for the President and Others.** We may disclose your PHI to authorized federal officials for intelligence, counterintelligence, provision of protection to the President, other authorized persons or foreign heads of state, and other national security activities authorized by law.
* **As required by law.** We must disclose your PHI when required to do so by applicable federal or state law.
* **Treatment Alternatives**. We may use and disclose PHI to tell you about or recommend possible alternative treatments, therapies, health care providers, or settings of care that may be of interest to you.
* **Health-Related Benefits and Services**. We may use and disclose PHI to tell you about health-related benefits or services that may be of interest to you.
* **Appointment Reminders.** We may use or disclose PHI to provide you with appointment reminders (such as voicemail messages, postcards, or letters). You have a right, as explained below, to request restrictions or limitations on the PHI we disclose. You also have a right, as explained below, to request that information be communicated with you in a certain way or at a certain location.

**Other Uses and Disclosures of PHI**

**Your Authorization.** We will obtain your written authorization before using or disclosing your PHI for purposes other than those described above (or as otherwise permitted or required by law). If you give us an authorization, you may revoke it by submitting a written notice to our Privacy Officer at the address listed below. Your revocation will become effective upon our receipt of your written notice. If you revoke your authorization, we will no longer use or disclose health information about you for the reasons covered by the written authorization. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

**Psychotherapy Notes.** We will not use or disclose psychotherapy notes without your written authorization, and only as permitted by law.

**Marketing Health-Related Services.** We will not use or disclose your protected health information for marketing communications without your written authorization, and only as permitted by law.

**Sale of PHI.** We will not sell your protected health information without your written authorization, and only as permitted by law.

**CHANGES TO THIS NOTICE**

We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changed Notice effective for all health information that we maintain, including health information we created or received before we made the changes. When we make a change in our privacy practices, we will change this Notice and make the new Notice available to you.

**YOUR HEALTH INFORMATION PRIVACY RIGHTS**

You have privacy rights under federal and state laws that protect your health information. These rights are important for you to know. You can exercise these rights, ask questions about them, and file a complaint if you think that your rights are being denied or your health information isn’t being protected. Providers and health insurers who are required to follow federal and state privacy laws must comply with the following rights:

**To Request Restrictions on Certain Uses and Disclosures of PHI.** You have the right to request restrictions on our use or disclosure of your PHI by sending a written request to the Privacy Office. We are not required to agree to those restrictions. We cannot agree to restrictions on uses or disclosures that are legally required, or which are necessary to administer our business. We must agree to the request to restrict disclosure of PHI to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law, and the PHI pertains solely to a health care item or service for which you, or another individual other than a health plan on behalf of you, has paid us in full.

**To Request Confidential Communications.** You have the right to request that PHI be communicated to you by alternative means or at alternative locations. For example, you can ask that you only be contacted at work or by mail. We will accommodate all reasonable requests.

**To Access PHI.** You have the right of access to inspect and obtain a copy of your PHI. You may not be able to obtain all of your information in a few special cases. For example, if your treatment provider determines that the information may endanger you or someone else. In most cases, your copies must be given to you within thirty (30) days, but may be extended for another thirty (days) if you are given a reason by us in writing. We may charge you a fee for the costs of copying, mailing and supplies that are necessary to fulfill your request.

In accordance with Texas law, you have the right to obtain a copy of your PHI in electronic form for records that we maintain using an Electronic Health Records (EHR) system capable of fulfilling the request. Where applicable, we must provide those records to you or your legally authorized representative in electronic form within fifteen (15) days of receipt of your written request and a valid authorization for electronic disclosure of PHI. You may request a copy of an authorization from the Privacy Office at the address below.

**To Obtain a Paper Copy of the Notice Upon Request.** You may request a copy of our current Notice at any time. Even if you have agreed to receive the Notice electronically, you are still entitled to a paper copy. You may obtain a paper copy from the Privacy Office at the address below. A reasonable fee may be charged for the costs of copying, mailing or other supplies associated with your request.

**To Request an Amendment of PHI.** If you feel that PHI we have about you is incorrect or incomplete, you may request an amendment to the information. Requests must identify: (i) which information you seek to amend, (ii) what corrections you would like to make, and (iii) why the information needs to be amended. We will respond to your request in writing within 60 days (with a possible 30-day extension). In our response, we will either: (i) agree to make the amendment, or (ii) inform you of our denial, explain our reason, and outline appeal procedures. If denied, you have the right to file a statement of disagreement with the decision. We will provide a rebuttal to your statement and maintain appropriate records of your disagreement and our rebuttal.

**To Receive an Accounting of Disclosures**. You have the right to request an accounting of your PHI disclosures for purposes other than treatment, payment or healthcare operations. Your request must state a time period. The time period for the accounting of disclosures must be limited to less than 6 years from the date of the request. We will respond in writing within 60 days of receipt of your request (with a possible 30-day extension). We will provide an accounting per 12-month period free of charge, but you may be charged for the cost of any subsequent accountings. We will notify you in advance of the cost involved, and you may choose to withdraw or modify your request at that time.

**To Notification in the Event of a Breach**. You have a right to be notified of an impermissible use or disclosure that compromises the security or privacy of your PHI.

We will provide notice to you as soon as is reasonably possible and no later than sixty (60) calendar days after discovery of the breach and in accordance with federal and state law.

**To File a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with our privacy officer, listed below. You may also file a complaint directly with any or all of the following federal and state agencies: the Secretary of the Department of Health and Human Services, the Office of the Attorney General of Texas, or the applicable Board of the Texas Department of Health and Human Services: Texas State Board of Examiners of Professional Counselors, Texas State Board of Examiners of Marriage and Family Therapists or Texas State Board of Social Worker Examiners. We will provide you with the addresses to file your complaint with the Secretary, the Office of the Attorney General of Texas and the or the applicable Board of the Texas Department of Health and Human Services: Texas State Board of Examiners of Professional Counselors, Texas State Board of Examiners of Marriage and Family Therapists or Texas State Board of Social Worker Examiners, upon request. You will not be penalized in any way for filing a complaint.

If you want more information about our privacy practices or have questions or concerns, please contact us.

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

Patient Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have been given a copy of Amy A Hays, LCSW’s Notice of Privacy Practices (“Notice”), which describes how my health information is used and shared. I understand that Amy A Hays, LCSW has a right to change this Notice at any time. I may obtain a current copy by contacting the practice’s Privacy Officer, or by visiting Amy A Hays, LCSW’s website at: www.amyahays.com.

**My signature below acknowledges that I have been provided with a copy of the Notice of Privacy Practices.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Patient or Personal Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personal Representative’s Title

(e.g. guardian, executor of estate, health care power of attorney

**For practice use only: Complete this section if you were unable to obtain a signature.**

If patient or personal representative is unable or unwilling to sign this Acknowledgement, or the Acknowledgement is not signed for any other reason, state the reason:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe the steps taken to obtain the patient’s or personal representative’s signature on the Acknowledgement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Completed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Practice Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

**Fees for Services Agreement**

ALL CLIENTS MUST FILL OUT THIS FORM in its ENTIRETY PLEASE

Every time I schedule an appointment with Amy A Hays, LCSW I understand that I am entering into a contract with Amy A Hays, LCSW and for the professional time and services of Amy Hays.

I recognize that professional services are not only provided during my appointment time but also prior to and following my appointment time. I understand that these services involve preparation for my scheduled session, case review, case notes, confidential consultations with other professionals as agreed in writing by me to assist with my treatment.

I understand Amy Hays’ professional fees as outlined in our Agreement to Enter into Counseling Services for scheduled sessions. I understand I have a right to request information about reduced fee options at any time. At this time Amy Hays and I have agree that my fee for sessions will be $120 and I agree to pay this fee at the beginning of my session unless other arrangements (ie, insurance or sliding scale) have been made.

I understand that Amy A Hays, LCSW does not reimburse for canceled appointments that were paid for in advance but that any such fees will be credited to your account and applied to future services provided.

I understand that Amy Hays’ cancellation policy requires 24 hours advance notice in order to be

released from the contract for Amy’s time and services of preparation for my session. I agree that if I fail to cancel my appointment inside of the 24 hour minimum time period prior to my session I will be charged a $50 fee for the appointment. I hereby authorize Amy A Hays, LCSW to charge my Visa/ Mastercard/ Discover/ American Express (circle one) credit card number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ exp. date\_\_\_\_\_\_\_\_\_ cv code \_\_\_\_\_ zip code \_\_\_\_\_\_\_

I also understand if there is an emergency situation that prohibits me from canceling within 24 hours I can discuss this with Amy directly and request a waiver of this policy but I understand that Amy is not bound to grant that waiver and may, by this contract, proceed with charging my credit card as agreed herein.

I understand if payment is not made before or during my scheduled session I am hereby authorizing Amy A Hays, LCSW to charge my afore-listed credit card for services rendered.

I understand this agreement authorizes Amy A Hays, LCSW to charge my credit card for services requested and rendered outside of the office such as email counseling, phone sessions, preparation of documents requested by me or any court related proceedings.

Client (or parent/legal guardian of child client)

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client (or parent/legal guardian of child)

Signature and date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Therapist Signature and date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_