

Uplands Counseling Associates (UCA)
Privacy Practices - Client Rights – Informed Consent

I. Privacy Practices - General

When you receive mental health services at UCA, **health information** is created. This information may be written (e.g. a medical record), spoken (e.g. treatment providers discussing care), or electronic (e.g. medical record, scheduling and billing files). **Email and texts are NOT used to share clinical information since security of confidentiality cannot be assured by UCA (see email communication practices below). Additionally, UCA does not allow sessions to be recorded without the express consent of the clinician.**

The law permits UCA to **use** (activities within the office, clinic, practice group, etc., such as sharing, examining or analyzing information which identifies you), or **disclose** (activities outside the office, clinic, practice group, etc., such as transferring, releasing or providing access to information about you) information for the following purposes: **treatment; health care operations** (activities with the purpose of quality improvement, audits, risk assessment, case management and care coordination) **payment; appointment reminders/communication;** and other uses and disclosures permitted or required by Law.

A. Written Authorization Required: UCA may **use** or **disclose** health information for purposes outside of treatment, payment and health care operations with your **written authorization** (Release of Information form). You **may revoke**, at any time (in writing), all such authorizations. You **may not revoke** the authorization for communications that have already occurred, or in the case of an insurer contesting a claim. If you are being seen as part of a couple or family, only the **primary client** can authorize release of information.

B. Written Authorization Not Required: UCA may **use** or **disclose** health information **without your written authorization** in the following circumstances:

- **Child Protection:** as mental health providers, we are mandated by law to report any suspected cases of child neglect, or physical or sexual abuse of a child seen in the course of our professional duties to the appropriate county department, child welfare agency, and/or law enforcement official;
- **Elder Adult, Adult at Risk and/or Domestic Abuse:** as mental health providers, we may report suspected adult abuse to the relevant county department or state official of the long term care ombudsman;
- **Serious Threat to Health or Safety:** in the event that UCA has reason to believe that you may cause harm to yourself or another, UCA must take steps to protect you and the potential victim which may include releasing information to another health care provider and/or law enforcement officials, or starting commitment proceedings;
- **Health Oversight:** if the Wisconsin Department of Licensing and Regulation requests information, UCA must comply;
- **Judicial or Administrative Proceedings:** Court ordered or third party evaluations;
- **Worker's Compensation:** if you file a worker's compensation claim, UCA may be required to release records relevant to that claim to your employer or your employer's insurer, and your clinician may be required to testify.

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C. Email Communication Practices: UCA does not have secure electronic mail (email) capabilities. However, UCA clinicians and staff do have individual email addresses and may use email on a limited basis and for specific reasons. **Email may be used for:**

- **Scheduling purposes;**
- **Invitations for a teletherapy appointment;**
- To solicit **UCA informational forms** (including, but not limited to a Release of Information, the Client Information Form, History Forms, Consent for Teletherapy Form, etc.). The client may return requested forms via (unsecure) email, fax, or USPS;
- To provide UCA with a **copy of your insurance card;**
- **Automated appointment reminders.**

Email will not be used for the following:

- **Clinical information:** If you chose to send clinical information via email, please note that we cannot ensure cybersecurity of the content due to our system limitations;
- **Clinical or therapeutic support;**
- **Clinical emergencies:** In the event of a clinical emergency, you should follow the instructions below (see Emergency Services).

Privacy Practices with Minors:

If you are under 18 years of age:

- Only your parent or guardian is authorized to sign a Release of Information form for you;
- Your parent or guardian must authorize mental health services for you;
- Generally, UCA clinicians do not provide testimony or recommendations about custody or placement unless court ordered to do so. There are situations in which this general rule does not apply.

II. Client Rights:

You have **Right** to:

- **Be treated with dignity and respect;**
- **Information about available services, fees, and limitations on availability;**
- **Receive appropriate services** without regard to race, color, religion, sex, age national origin, disability or sexual orientation;
- **Receive prompt and appropriate treatment by licensed staff,** or to be referred elsewhere if this is not available;
- **Participate in the planning of treatment goals;**
- **Request how we contact you;**
- **Request restrictions on certain uses and disclosures** of protected information about you, including restricting disclosures to a health plan if you pay out-of-pocket in full for services;
- **Inspect and/or receive a copy of your medical and billing records during the course of treatment and/or after formally terminating services** – it is the policy of UCA that you may review your records in the presence of your clinician. After doing so, and upon payment of fees for photocopying, you may obtain copies of your record;
- **Request Corrections/Amendments** to your medical and billing records;
- **Receive a Good Faith Estimate for services** if you are paying out of pocket (TOS) and not billing insurance;

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- **Receive a list of certain disclosures** of your records when they have been released;
- **Be notified** if there is a breach of your protected health information;
- **Receive a copy of UCA Privacy Practices, Client Rights, and Informed Consent** upon request;
- **End treatment at any time.**

III. Complaints/Grievance Procedure:

If you have a grievance with your clinician, or feel your rights have been violated, you have the right to make an informal and/or formal complaint. You may:

- In an effort to resolve the concern(s), informally discuss your concern(s) with your clinician and/or with the Clinic Director. You are encouraged, but not required, to talk with clinic staff before filing a formal grievance;
- Request a formal grievance investigation with the Client's Right Specialist (CRS). The CRS will investigate your concern and attempt to resolve it. The CRS for UCA is Ted Keyes. He may be contacted at (608) 255-7710. Grievances must be filed within 45 days of the incident or issue;
- Request the handout *Grievance Procedure* from staff;
- Appeal the CRS's decision, within 14 days of the decision, with the State Grievance Examiner, Division of Mental Health and Substance Abuse Services, P.O. Box 7851, Madison WI 53707-7851;
- At any time during, or following, the grievance procedure, choose to take the matter to court.

IV. Emergency Services:

- Current UCA clients may access after hour's **emergency** mental health assistance by contacting the answering service at **(608) 283-5858**. The answering service will contact your clinician, or the on-call clinician;
- If the situation is life threatening, **call 911, or go to the nearest emergency room.**

V. Discharge Policy:

Clients may be discharged from UCA care for the following reasons:

- Client and Clinician agree to discontinue services;
- No contact for at least three (3) months;
- Lack of progress toward treatment goals;
- Lack of cooperation with treatment recommendations;
- Repeated missed appointments;
- Unsafe behavior in the clinic;
- Lack of cooperation in working out and maintaining a payment plan for an outstanding balance.

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VI. Informed Consent:

UCA wants you to be aware of your **Rights** as a client and requests your **Informed Consent** to work collaboratively with you. Your signature below indicates that you: have reviewed the above information; understand that you may request a copy of any clinic policy at any time; wish to work collaboratively with a UCA clinician; understand and agree to the following:

- UCA Privacy Statement (outlined above)
- Client Rights' Statement (outlined above)
- Grievance Procedure (outlined above)
- Afterhours Emergency Services (outlined above)
- Discharge Policy (outlined above)
- Fee Schedule (posted in clinic)
- Payment Arrangements (reviewed on Information/Demographic Form)

Your signature also indicates that you will (or have) discuss the following with your clinician, and that you will (or have) receive information about:

- Reasons for seeking treatment and your treatment goals;
- Potential benefits of treatment;
- Potential risks and/or side effects of treatment (medication side effects will be discussed with you by the prescribing clinician);
- Treatment alternatives.

You will work collaboratively with your clinician to develop a specific Treatment Plan to address your goals. This Treatment Plan will be reviewed with you regularly. The Treatment Plan will include the following:

- Presenting problem(s);
- Measurable goals;
- Treatment approaches;
- Estimated length of treatment.

This Informed Consent will remain in effect until treatment has ended. You may withdraw your Informed Consent to treatment, in writing, at any time. Please feel free to talk with your clinician if you have any questions.

Client Signature and Date

Client Signature and Date

Parent/Guardian Signature and Date
(if client is a Minor)

Witness Signature and Date

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