

Linda M. Rio, M.A.

Marriage and Family Therapist

CA License # MFC 23156

(805) 619-0950

Professional Policy

Dear Clients:

Welcome! I would like to clearly communicate to you my policies about my psychotherapy practice. Your (or your family member's) participation in psychotherapy can result in many benefits to you. These may include a better understanding of your personal goals, values, thoughts, and feelings, as well as improved relationships, changed behavior, and resolution of the specific concerns that bring you here. This all requires effort on your part, which may also involve emotional discomfort. Change occurs differently and uniquely for each person, and is often slow and sometimes frustrating. In order to assist you I use many techniques as part of my practice that includes: talk therapy, visualization exercises, hypnosis, Eye Movement Desensitization and Reprocessing (EMDR), hypnosis, play therapy, art, and other standard psychotherapeutic methods. I welcome any questions you may have about the therapy process and practices, so please feel free to discuss these and any other questions with me.

Private Practice:

I am an independent/sole proprietor, which means I am in business for myself not engaged in a partnership, joint venture, professional corporation, or any other form of business organization with any of the other practitioners in this office suite.

Office Hours:

The following are the normal hours I may see clients as well as return business calls.

Mondays	3:00pm	-7:00pm
Tuesdays	7:00am-	-7:00pm
Wednesdays	7:00am	-7:00pm
Thursdays	7:00am	-7:00pm

Therapy Time and Standard Fee:

1. Sessions are generally 45 to 50 minutes in length.
2. IF YOU NEED TO CANCEL AN APPOINTMENT, please remember **I require 24 hours notice**, otherwise **there will be a charge for your missed session** (charged to you, not your insurance company). You can leave a message on my voice mail 24 hours a day, 7 days a week. **You will be charged my standard fee of \$150** or the *contracted rate* (NOT your co-pay of your insurance) whichever applies _____ (initial here)
3. **If you are late**, we will meet for the remainder of your scheduled session. If you are more than 15 minutes late and I have not heard from you, I will assume you aren't coming and may leave the office.
4. Telephone time is limited to 10 minutes, beyond which I will bill you (not your insurance) at my standard rate of 30 minutes minimum. Payment will be expected at the next regularly scheduled appointment, or sooner by mail or through my website.

PHI USE AND DISCLOSURE POLICY

1. Your client record or PHI (Personal Health Information) is confidential. Client information can only be released pursuant to a signed release, a court order, or if one of the exceptions to confidentiality discussed below applies. If you are in individual therapy and are an adult, I will generally not release any PHI except pursuant to your written authorization, a subpoena, a court order, or one of the exceptions to confidentiality discussed below. If you are in conjoint therapy, then I will not release information about any participant in therapy without the written consent of all the participants, unless one of the exceptions to confidentiality set out below applies.

If a minor child is my client, generally I will require the signature of the parent or parents who have legal custody of the child. Depending on the child's age, I may also obtain a release from the child. If a minor's counsel has been appointed for the child, then under California Family Code §3151, only the minor's counsel can release the child's privilege. Under California Health

and Safety Code §123115, I may withhold information or records if I determine producing them would have a detrimental effect on my relationship with the child or would have a detrimental effect on the child's physical safety or psychological wellbeing.

In such a circumstance I will use my clinical judgment to protect your child's therapeutic interests.

2. If you have insurance which is being billed for our professional services, some information regarding you may be requested by the carrier. The amount of information varies depending upon the kind of plan you have. (HMOs for example often want periodic written reports and will contact the providers directly.) Insurance plans may make use of and/or require electronic communications by fax or computer. While I will make every reasonable effort in this office to protect your privacy, I have no control of, and am not responsible for, any problems which occur once the information has left our office. If you have any questions about this or your particular insurance plan, please contact me to discuss it.
3. In most instances I use a laptop computer to store most clinical files. This computer is protected by encryption software, password, and several levels of passcodes and has a regular backup procedure. I do not allow third parties to have access to this computer. In addition, I maintain some patient files in locked storage cabinets.
4. I am legally required to protect the privacy of your PHI which includes information which includes information that can be used to identify you that I have created or received about your past, present, or future health or condition, the provision of health care to you, or the payment for this healthcare. I am required to provide you with this notice about my privacy practices which explains how, when and why I will "use" and "disclose" your PHI. A "use" of PHI occurs when I share, examine, utilize, apply, and analyze such information within my practice. A disclosure of PHI happens when it is released, transferred, is given to or is otherwise divulged to a third party who is outside of my practice. With some exceptions, I may not use or disclose any more of your PHI than is reasonably necessary to accomplish the purpose for which the use or disclosure is made.

I am legally required to follow the privacy practices described in this notice.

5. I reserve the right to change the terms of this notice and my privacy policies at any time and any such changes will apply to PHI which is on file with me already. If I change this notice, I will post a new one in my office. You can request a copy of this notice from me if you like.
6. I keep treatment notes in client files. These are generally not disclosed directly to clients in order to protect the emotionally charged nature of such. A summary can be provided, or with client authorization these can be shared with a qualified medical or psychological professional deemed by the client and/or legal representative.

6 .A. **USES AND DISCLOSURES OF PHI THAT DON'T REQUIRE YOUR CONSENT**

Uses and disclosures relating to treatment, payment or healthcare operations do not require your prior written consent. I can use and disclose your PHI without your consent for the following reasons:

- 1) **For treatment.** I can disclose your PHI to licensed health care providers who provide you with healthcare services or involved in your care. For example, if you are being treated by a psychiatrist, I can disclose your PHI to your psychiatrist in order to coordinate your care. However, I would not be able to disclose your PHI to a healthcare provider who is not involved in providing care to you.
- 2) **To obtain payment for treatment.** I can use and disclose your PHI to bill and collect payment for treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to either get paid for the health care services or have you reimburse for health care services that I have provided to you. I may also provide your PHI to my business associates such as billing companies or others that help process my claims for care provided to you.
- 3) **For health care operations.** I can disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of another health care professional who provided services to you in our office. I may also provide your PHI to our accountants, attorneys, or consultants to make sure that I am complying with the laws that are applicable.
- 4) **Other disclosures.** I may also disclose your PHI to others without your consent in certain situations. For example, if you need emergency treatment or you're unable to communicate with me due to being unconscious or severe pain and I think it is likely that you would consent to treatment if you were able to do so.

6. B. **USE AND DISCLOSURES THAT DO NOT REQUIRE YOUR CONSENT**

There are certain circumstances where I can use and disclose your PHI without your consent because of federal or state law which authorizes such disclosures to be made or requires them to be made.

- 1) **Child or elder abuse reporting.** If you report information to me that gives me a reasonable suspicion that child abuse, elder abuse or abuse of a dependent adult has occurred, then I am required by law to report such abuse to the appropriate

governmental agency. This reporting will be by telephone and in writing and, in addition, I may be required to have discussions with government employees who are investigating the abuse report.

- 2) **Threats.** If you make a threat that I believe to be a serious threat of bodily harm or death to another person, or if I am advised that you have made such a threat by a member of your family or a significant other, I am required by law to notify the person who you have expressed the threat regarding and law enforcement.
- 3) **Danger to Self.** If I determine that you pose an imminent risk of harm to yourself, I may disclose information to the necessary authorities to try and protect you from harming yourself.
- 4) **Subpoenas.** If I receive a subpoena from a Federal or State court or an administrative agency concerning you, then I may be required to disclose PHI in response to the subpoena. If I do receive such a subpoena, I will make reasonable efforts to notify you in advance to discuss it. Under California law, if a subpoena is served for psychotherapy records, the person issuing the subpoena is required to give you notice that your records are being sought and you have the opportunity to both object, and file a motion to prevent the disclosure. The issuance of a subpoena by itself is not sufficient to compel me to disclose information about you without your consent. Of course, if you choose to consent to comply with the subpoena and provide me with an appropriate written release, I will comply with the subpoena.
- 5) **Minors.** As noted above with regards to patients who are minors, generally the consent of both parents will be required before I can release information, records or testify. In some instances, the court will have appointed a minor's counsel who by operation of law is the sole person who can make decisions on the child's privilege.
- 6) **Health oversight activities.** I may have to provide information to governmental agencies when conducting an investigation or inspection of health care provider organization.
- 7) **For specific government functions.** I may disclose PHI of military personnel and veterans in certain situations as required by law. I may disclose PHI for national security purposes such as protecting the President of the United States or conducting intelligence operations.
- 8) **For workers compensation purposes.** I may provide PHI in order to comply with Workers Compensation laws and orders from the Workers Compensation Appeals Board.
- 9) **Appointment reminders and health related benefits of services.** I may use PHI to provide appointment reminders or give you information about treatment alternatives or other health care services or benefits I offer.

6. C. USES AND DISCLOSURES WHICH REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT

I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care unless you object in full or in part. The opportunity to consent may be obtained retroactivity in an emergency situation.

6. D. MINIMUM NECESSARY DISCLOSURES

When using or disclosing PHI and was requesting PHI from another therapist, hospital or facility, I will make reasonable efforts to use, disclosure or request the minimum amount of PHI reasonably necessary to accomplish the intended purpose of the use, disclosure, or request.

However, among the uses, disclosures and requests, which the minimum necessary standard does not apply to, are:

- 1) Disclosures to a request by a healthcare provider for treatment purposes;
- 2) Disclosures to you as the patient who is the subject of the information
- 3) Uses or disclosures made pursuant to a valid authorization signed by you
- 4) Uses or disclosures that are required for compliance with the HIPPA privacy standards;
- 5) Disclosures to the Department of Health and Human Services when required by them for compliance and enforcement purposes; and
- 6) Uses or disclosures that are otherwise required by law.

7. YOUR RIGHTS REGARDING YOUR PHI

You have the following rights with respect to your PHI:

- A. **The right to request limits on uses and disclosures of your PHI.** You have the right to ask that I limit how I use and disclose your PHI. I will consider your request, but I am not legally required to accept it. If I accept your request, I will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures in ways that prevent me from doing things I am legally required to do or allowed to do.
- B. **The right to choose how I send PHI to you.** You have the right to ask that I send information to you at an alternate address. For example, sending information to your work address rather than your home address or by alternate means. For example, email instead of regular mail. I must agree with your request as long as I can easily provide the PHI to you in the format you requested.
- C. **The right to see and get copies of your PHI.** In most cases, you have the right to look at or get copies of your PHI that I have but you must make the request in writing. Depending on whether your request is made under federal or state law, the length of time in which I have to respond will vary. I will respond to you within the period of time the law allows me to respond. In some situations, I may be required and in use of my clinical judgment, to deny your request. If I do, I will explain in writing my reasons for the denial and your right to have my denial reviewed. The amount of costs you can be charged for copying a PHI is governed by different statutes and I will charge you the statutorily set rate for such copies. I may elect to provide you with a summary or explanation of the PHI.
- D. **The right to get a list of disclosures I have made.** You have the right to get a list of instances in which I have disclosed your PHI. The list will not include uses or disclosures that you have already consented to such as those made for treatment, payment or health care operations, directly to you or to your family. The list also won't include uses and disclosures made for national security purposes, to corrections or law enforcement personnel. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date of disclosure, to whom PHI was disclosed, including their address if known, a description of the information disclosed and the reason for the disclosure. I will provide the list to you at no charge but if you make more than one request in the same year, I will charge you a reasonable cost for the additional request.
- E. **The right to correct or update your PHI.** If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to update or correct information. You must provide the request and the reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing. PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my record. My written denial will state the reason for the denial; explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request at your request to my denial be attached to all future disclosures of your PHI. If I approve your request, I will make the change to your PHI, will you I have done it, and tell others that need to know about the change to your PHI.
- F. **The right to get this notice by email.** You have the right to get a copy this notice by email. Even if you have agreed to receive notice by email, you also have the right to request a paper copy of it.
- G. **How to complain about my privacy practices.** If you think I may have violated your privacy rights or you disagree with the decision I have made about access to your PHI, you may file a complaint with the Secretary of the Department of Health and Human Services at 200 Independence Avenue, Southwest Washington D.C. 20201. I will not take any retaliatory action against you if you file a complaint about my privacy practice.
- H. **Notification of breach of unsecured PHI.** You will receive notification of any breach of unsecured PHI.
- I. **Clients have the right** to restrict disclosures of PHI to health plans for certain payment or health care operations purposes, assuming the PHI pertains solely to a health care item or service that clients have paid for out-of-pocket in full.
- J. **PHI will not be sold** without client authorization.
- K. **PHI will not** be disclosed for marketing purposes.

8. **PATIENT CONSENT and/or Parent/Guardian Signature(s) *ALL LEGAL PARENTS MUST SIGN***

I consent to the use or disclosure of my protected health information by Linda M. Rio, MA for the purpose of diagnosing or providing to me and/or my child, obtaining payment for my health care bills, or to conduct health operations of Linda M. Rio, MFT.

Emergencies and Contacting Me:

I utilize a Google phone number which can be accessed 24 hours a day, 7 days a week. I return normal business calls during weekdays only. In case of a crisis or urgent matter call me and please specify you need a response quickly. If I cannot be reached, nor do not respond and you feel you are having a life-threatening emergency please go to the nearest emergency room or call 911

Vacations etc.:

When I will be unavailable, I will let you know in advance when possible. If you have an emergency when I am gone you may call 911, contact your primary physician or psychiatrist, or ask to speak with a designated colleague who will cover for me in my absence.

Termination:

Termination from therapy is an important process which can be of benefit to clients and therapist. This is an important opportunity to reflect on progress, or lack of, and the process of where you are now and where you hope to be going. I encourage my clients to partake with me in this process of finding out what was helpful and what could have been more helpful. It is your right to terminate therapy at any time. If you choose to terminate, I will be glad to provide referrals to qualified professionals. As your therapist, I have the right and duty to terminate therapy under the following circumstances: when I assess that treatment is no longer helpful or beneficial to you, if I determine that another professional would better serve your needs, if you have not paid for the last two sessions (unless a special arrangement has been made), or if you have failed to show up for your last two sessions without the required 24 hour notice of cancellation. In all cases I will be happy to provide you with resources and referrals as necessary.

Financial Policy:

My standard fee is **\$150.00 per hour**. Contracts with insurance companies may apply.

1. Fees can be paid in the following manner:
 - A. You pay in full each session; you may send my bill to your insurance (does not apply to HMO and managed care).
 - B. You pay fees in full monthly immediately upon receipt of your billing statement. **If your payment is not received by the 20th of the month, a service charge of \$35 each month** will be added.
 - C. You pay your assigned co-payment required by your insurance company and I bill your insurance for balance (you may still be liable for balance if insurance does not pay).
 - D. **Credit/Debit Card/PayPal** can be made in the office or through www.lindamrio.com
2. A physician referral may be required by your insurance company for mental health benefits. If required, please obtain this promptly as you will be responsible for all charges until you do.
3. **Secondary insurance:** I can, upon request, provide a billing statement which you can submit to your secondary carrier for reimbursement to you, or as a courtesy I will send a bill. I do not, however, wait for secondary insurance payments.
4. A charge will be assessed for extensive reports requested by the client(s) (for court, attorneys, work etc.), see below.
5. A **\$35.00 late fee** is assessed on overdue accounts for each month delinquent.
4. **Please remember, all charges are your responsibility. It is your responsibility to maintain insurance coverage, update therapist upon any changes, and keep informed as to deductibles or changes in co-payments. In cases where children have divorced parents, EACH PARENT is 100% responsible for any balance.**

Additional Charges:

Additional charges may be incurred for the following: letter writing at client request, court reports or documentation requested by attorneys (authorized by the client), sessions which take place at someplace other than this office, special meetings. Time outside this office is usually charged door to door at a separate rate. Any additional charges will be discussed in advance and agreed upon. I charge for extensive telephone calls (see above). These charges are calculated at my regular hourly fee of \$150.00/hr, and in *most cases not covered by insurance*.

***Note:** Children under the age of 18 years **must have the consent of all parents/guardians who hold “legal custody”**. **I will not treat children without this written consent**. I prefer to involve all parents/guardians as much as is therapeutically appropriate. I will be glad to discuss how, when, and if this can be accomplished in your case.

Insurance Benefits:

I will provide treatment within the limits of your insurance. I will discuss with you at the onset of treatment a reasonable treatment plan that includes a general estimate of the length of treatment. Mental health treatment often requires considerable length of time to achieve optimal results. Should your insurance benefits terminate prior to the completion of treatment private-pay fees can be discussed. There are risks should this occur that include: the continuity of care will be disrupted, and the therapeutic relationship will be affected. Difficult emotions may arise from such a situation and I will attempt to appropriately explore the impact of such a decision, but the client (or legal parents) is ultimately the one to make the final decision regarding this issue. Remember* that whoever is legally responsible (you/parent(s)) are the ones ultimately responsible for payment. **If insurance does not pay you are responsible.**

Technology/Social Media Policy:

In an age of fast changing technology it is important to understand the risks and benefits involved in any communication, especially of a private nature such as in therapy. I take reasonable steps to protect your privacy, however, it is important to understand and accept the risks to privacy by using these methods of communication. **If you do NOT want me to contact you via email/text etc.** please tell me. Please limit tech communications to non-urgent matters that are not critical or private as there can be a delay in my receipt and/or response using such methods.

If you have any questions about how best to communicate with me I encourage you to talk about it when we meet. Communication via technology should not be considered a substitute for face-to-face therapy communication. Please note that any communication between a client and therapist can be part of the clinical record.

I have a professional Blog but have no expectation for you to follow this. I also do not accept personal friend or contact requests from current/ former clients on any social networking site. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. I do have a Professional Facebook page: Linda M. Rio, Marriage and Family Therapist. The purpose of this is to provide the general public with information that may benefit the community. However, you are welcome to view and “like” it if you wish to follow the posts. There is no confidentiality or privacy on Facebook therefore this should not be considered an appropriate way to communicate with me and only used to view or share public information.

If you would like a copy of this document, please ask

I have read, understand, and agree to the professional policy for Linda M. Rio, MA, MFT

Client(s) Signature _____

Date: _____
Date: _____

Parent(s)/Guardian(s) Signature (if client is under 18 years of age)

Date: _____
Date: _____

INTAKE INFORMATION

Date of First Appointment: _____

Therapist 's Name **Linda M. Rio, MA, MFT**

PRIMARY CLIENT 's NAME

Primary Address	Birth date	/	/	/
	Gender:	Female	Male	
Secondary Address (please designate)	Relationship Status:	Single		
Phone: Home:	Cell:	Domestic Partner	Divorced	
Client's Occupation	Other			
Employer Name or School	Work Phone		Ext.	

Who referred you?	E-Mail address
Physician	Physician Phone
Date of Last Physical / /	Major Illness(es)

Current Medications _____

Previous Psychotherapy? No Yes

(with whom?) _____

Please list OTHER FAMILY MEMBERS:
(for children please list all parents/guardians)

<i>Name</i>	<i>Birth date</i>	<i>Relationship</i>	<i>Living at home</i>
			yes / no

Person(s) Legally Responsible _____

<i>Signature</i>	<i>Phone</i>
	<i>Date</i> / /

Address (if different from "client's) _____

Signature _____

I AUTHORIZE TREATMENT FOR THE MINOR CHILD(REN) UNDER MY CARE.

Signature _____ *Date* / /

Signature

Date / /

INSURED/INSURANCE INFORMATION

For Insurance Billing Only

(Please present your insurance card at your first visit)

PRIMARY INSURANCE:

Insured Person's Name _____

Gender: Female Male

Address _____

Authorization No. _____

Relationship to client: Self Spouse Other

Insured Date of Birth _____

Insured's Social Security ____-____-____

SECONDARY INSURANCE: *for billing purposes (therapist will not defer payment for receipt from a secondary insurer but will provide statement for you to submit to your secondary carrier)

Who is the Insured? _____

Gender: Female Male

Address _____

Authorization No. _____

Relationship to client: Self Spouse Other

Insured Date of Birth _____

*****NOTE: BOTH LINES MUST BE SIGNED BELOW*****

Patient's or Authorized Person's Signature: I authorize the release of any medical or other information necessary to process claims. I also request payment of government benefits either to myself or to the party who accepts assignment.

***Signature** _____ Date / /

I authorize payment of medical benefits to the undersigned physician or supplier for services described on claims.

***Signature** _____ Date / /