

Confidentiality and Privacy Policy

Welcome to your first session at Summit Counseling, a private psychotherapy practice licensed by the state of Wisconsin. The following information is provided so that you understand your rights as a client and Summit Counseling's rights and obligations to you as your provider. Services are provided in accordance with the American Counseling Association's Code (ACA) of Ethics. A copy of the 2014 ACA Code of Ethics may be found at <http://www.counseling.org/knowledge-center/ethics>

I am required by applicable federal and state law to maintain the privacy of your health information. I am also required to give you this Notice about my privacy practices, legal obligations, and your rights concerning your health information ("Protected Health Information" or "PHI"). I must follow the privacy practices that are described in this Notice (which may be amended from time to time). The law protects the relationship between a client and a psychotherapist, and information cannot be disclosed without written permission. **There are exceptions and these are described below.**

Treatment

I may use and disclose PHI in order to provide treatment to you. For example, I may use PHI to diagnose and provide counseling service to you. In addition, I may disclose PHI to other health care providers involved in your treatment like your doctor or psychiatrist. In these instances, I will ask you for a signed release. I may also use your information, without specifically identifying you, when discussing possible treatment strategies with other licensed therapists.

Required by Law

- Suspected child abuse or dependent adult or elder abuse, which I am required by law to immediately report to the appropriate authorities
- If a client is threatening serious bodily harm to another person or persons, I must notify the police and inform the intended victim(s).
- If a client intends to harm himself or herself, I will make every effort to enlist their cooperation in ensuring their safety. If they do not cooperate, I will take further measures without their permission that are provided to me by law in order to ensure their safety.
- If a client is involved in the sexual assault of a child or discloses a sexual relationship with any individual unable to give consent as defined by the laws of Wisconsin I am required to notify police. For additional information about the Wisconsin law, please go to the following website: <http://www.ageofconsent.us/state-laws/wisconsin-age-of-consent-laws/>

Your Individual Rights

Uses and Disclosures Requiring Your Written Authorization

Psychotherapy Notes - Notes recorded by your clinician documenting the contents of a counseling session with you. These notes will be used only by your clinician and will not otherwise be used or disclosed without your written authorization.

Marketing Communications: - I will not use your health information for marketing communications.

Other Uses and Disclosures - Uses and disclosures other than those described above will only be made with your written authorization. For example, you will need to sign an authorization form before I can send PHI to your life insurance company, to a school, or to your attorney. You may revoke any such authorization at any time.

Disclosures Not Requiring Your Written Authorization

Under certain circumstances your records can be subpoenaed by a court of law. Summit Counseling will have no option other than to comply with the requirements of the subpoena.

Right to Inspect and Copy

You may request access to your therapy record and billing records maintained by me in order to inspect and request copies of the records. All requests for access must be made in writing. Under limited circumstances, I may deny access to your records. I may charge a fee for the costs of copying and sending you any records requested. If you are a parent or legal guardian of a minor, please note that certain portions of the minor's record may not be accessible to you. For more information, you may go to <https://www.dhs.wisconsin.gov/publications/p2/p20470b.pdf> to view the publication *State of Wisconsin, Rights of Children and Adolescents In Outpatient Mental Health Treatment*.

Public Contacts, Gifts and Social Media

It is extremely important to me to protect your privacy rights as a client. Therefore, outside of the office setting I will restrict relationships with my clients. If we should see each other in a public place I will not acknowledge you. This is so you won't feel the need to explain who I am to friends or family. I will not accept social invitations to parties, graduations or other similar events. You pay me a reasonable fee for my services, therefore I do not accept gifts. Referrals are however always appreciated.

Electronic Communications

Increasingly, interpersonal communication includes activities such as texting, email and social networking on sites like Linked-In and Facebook. I will not participate in social networking with clients on these sites. It is recognized however, that voicemail, email and text messaging may be the best form of communication between me and clients. It is further understood that these forms of communication potentially include dropped calls or texts and privacy breaches due to hacking. It is generally accepted that users of these forms of communication accept these types of risk.

Emergency Contacts

As a free-standing, private out-patient clinic, Summit Counseling LLC is designed to provide therapeutic services to clients assumed to be autonomous and self-responsible. If you are in a crisis or have expectations for after-hours care, you may discuss this need with me so that coping strategies can be developed. If necessary, I can make a referral that will better meet your therapeutic needs. **In an emergency, always call 911 or go to your nearest Emergency Room for assistance.**

Cancelations

Please provide as much notice as possible for any cancelations. Failed appointments without 24- hour notice may be charged.

Service Fees

Fees are listed on the Summit Counseling website and are subject to change without notice. Payment is due at the time of service. Payments may be made in the office or on the Summit Counseling website as you prefer.

EFFECTIVE DATE AND CHANGES TO THIS NOTICE: This Notice is effective on April 4, 2017. I may change the terms of this Notice at any time. If I change this Notice, I may make the new Notice terms effective for all PHI that I maintain, including any information created or received prior to issuing the new Notice. If I change this Notice, I will post the revised Notice on the Summit Counseling website at www.SummitCounseling.us.

Both therapist and client have read and fully understand and honor this agreement, including the need to honor and respect their individual differences. We have also agreed to an initial definition of work and to the fee paid by the client.

Client Name(s) _____ Date _____

Client Signature _____

Therapist Name Stephan A Gunn _____ Date _____

Therapist Signature _____