



Norma J. Vaillette LMHC    Catalyst Counseling LLC  
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## Notice of Client Rights and Privacy

You, as the client, have the right to:

- Get respectful treatment that will be helpful to you.
- Have a safe treatment setting, free from sexual, physical, and emotional abuse.
- Report a therapist whose behavior in session is immoral or illegal.
- Ask for and get information about the therapist's qualifications, including her license, education, training, experience, membership in professional groups, special areas of practice, and limits on practice.
- Have written information, before entering therapy, about fees, method of payment, insurance coverage, number of sessions the therapist thinks will be needed, substitute therapists (in cases of vacation and emergencies), and cancellation policies.
- Refuse audio or video recording of sessions (but you may ask for it if you wish. A release form needs to be signed to give permission for recording.).
- Refuse to answer any question or give any information you choose not to answer or give.
- Request where the therapist contacts you (which phone number or email address)
- Release your medical records with written authorization. This includes the right to revoke a release in writing though a revocation is not valid to the extent that action has been taken to rely on a previous authorization. That is, the release cannot be revoked after action made in good faith with a written release is done.
- Add information or amend your Health record. Adding contact information is unlimited. You have 30 days from the day of a session to amend your record in writing. This request may be denied in the interest of accurate recording and professional ethics. If a request is denied, you have the right to file a disagreement statement which will be filed along with the therapist response as part of your record.
- An accounting of disclosure for a period of 6 years from the start of treatment. Exceptions include disclosures for treatment, payment or health care options, disclosures prior to a signed release, disclosures made to the client as these are already known to the client, and disclosures made for national security or law enforcement. This includes abuse reporting.
- Give a written request for restrictions on the uses and disclosures of your healthcare information. The therapist is not obliged to agree but all requests will be given due consideration. It is this therapist's choice to discuss any disagreements with you for clarity.
- Know if your therapist will discuss your case with others (for instance, supervisors, consultants, or interns) only for purposes which benefit your care. A release form must be signed to use any

identifying information. Specific information disclosure for continuity of care requires a signed release form.

- Ask that the therapist inform you of your progress.
- You have the right to complain and let your therapist know what is helpful and what is not. It is this practitioner's preference to customize coping options, but your feedback is essential. Please speak up when you are concerned about any issue or topic. Please contact the therapist first, then if not satisfied, you have the right to complain to the U.S. Dept of Health and Human Services. This right includes no retaliation as part of this complaint policy.

**Please be aware that the therapist has the right to terminate therapy services. Any reasons for this decision will be discussed with you if possible by contacting you through a session or via the methods you have provided on the information forms, through TherapyAppointment.com or on paper at the office.**

### **Limits of the Therapy Relationship: What Clients Should Know**

Psychotherapy is a professional service I can provide to you. Because of the nature of therapy, our relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client only. If we were to interact in any other ways, we would then have a “dual relationship,” which would not be right and may not be legal. The different therapy professions have rules against such relationships to protect us both.

A dual relationship is not a good idea for these reasons: Dual relationships can set up conflicts between my own (the therapist's) interests and your (the client's) best interests, and then your interests might not be put first. In order to offer all my clients the best care, my judgment needs to be unselfish and professional.

Because I am your therapist, dual relationships like these are improper:

- I cannot be your supervisor, teacher, or evaluator.
- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially, or business contacts.
- I cannot provide therapy to people I used to know socially, or to former business contacts.

The relationship will change to a therapist/client relationship, and the other relationship is terminated.

- I cannot have any other kind of business relationship with you besides the therapy itself. For example, I cannot employ you, lend to or borrow from you, or trade or barter your services (things like tutoring, repairing, child care, etc.) or goods for therapy.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client.

A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change. You should also know that therapists are required to keep the identity of their clients secret. Therefore, I may choose to protect your

confidentiality in public places (which may look like I'm ignoring you) and my involvement in your family or life events may be declined or have specific limitations, again, in the interest of protecting your privacy.

Likewise, gift giving is discouraged as it can create the dual relationship dynamic. You have already paid for my service. No gift over a value of \$15 can be received, even if the intent is good and honorable.

- This is not a treatment facility with round-the-clock staff. Afterhours services may not be available due to therapist conflict or need to sleep, or unforeseen circumstances including forgetting that the phone is "on silent." Please be aware that when answering services are used, the effort is made for them to be HIPPA compliant. When there is no such service in play, the voicemail is confidential, but it is imperative that safety be an important consideration. Enlisting the use of the Peace River Crisis line at **863-519-3744** or the emergency room service/911 are options.

### Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL/MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Your therapy records are kept locked and are stored for a minimum of 7 years after your last therapy contact with Norma Vaillette, LMHC. If you have seen Norma through her previous employment with Hull & Associates, P. A. (and the former Linda Compton, P. A.), your records are maintained there unless you sign a release for the transfer of records to the current office location. Norma serves as the privacy officer. The effective date of compliance has begun with Norma's licensure in 2004, but for the purpose of transition from former employment to the current office, the effective date is September 1, 2012.

Your treatment records can only be disclosed in accordance with federal and state laws as well as being in compliance with professional ethics as outlined by the American Counseling Association and the American Mental Health Counselors Association. This notice identifies the use and disclosure policies for Norma Vaillette LMHC and Catalyst Counseling LLC. **The use and disclosure of protected health information is for the sole purpose of providing services. This includes treatment services, collecting payment, and conducting health care duties necessary for quality mental health care. State and Federal laws allow the use and disclosure of your health information for the following purposes:**

**Treatment:** Provide, manage, or coordinate care  
Consult, with written authorization  
Provide referral or assist with referral services

**Payment:** To verify insurance and coverage  
To process claims and collect fees, deposit of fees

#### Health Care Operations:

Your health care information is used for treatment review, review of business activity, scheduling and reminders, and other contact. Electronic Health Records and scheduling systems are chosen for their HIPPA compliance. Any answering service or referral services are screened for HIPPA compliance but the therapist cannot be held liable for these outside services. Your health

care information may be used for compliance and licensing or certification as needed by professional/state/federal regulations.

### **Other Uses and Disclosures Without Your Consent**

include mandatory reporting of abuse or threat of harm, emergencies, criminal damage, appointment scheduling, treatment alternatives and any other disclosures required by law.

### **Privacy that is not controlled by the therapist**

This includes social media, the person in the waiting room, the person who answers the phone at your contact number or sees the phone number, the person who picks up your mail, internet tracking and other unforeseen issues. As the therapist will make every known effort to control and protect your privacy, there are times when it is outside of the therapist's sphere of ability of control or influence. Please be mindful to protect your identity as a client on any internet or social interaction if you would like to keep that private. Please bring up any issues or concern with the therapist to facilitate any reasonable adjustments. This therapist will not be your friend on Facebook as that contact is limited to family and friends. Please use the Facebook page about the office for general information and in the interest of protecting your privacy, do not identify yourself as a client there. The therapist has no control over whether someone assumes you to be a client and therefore is not to be held responsible or liable.

### **Other Considerations:**

Treating Children, Families and Couples

When I treat children under the age of about 12, I must tell their parents or guardians whatever they ask me. As children grow more able to understand and choose, they assume legal rights. For those between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to general information, including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told, especially if these others' actions put them or others in any danger.

- b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.
- If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.
- If you and your spouse have a custody dispute I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.
- If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.
- At the start of family treatment, we must also specify which members of the family must sign a release form for disclosures or participation.

### **Court Matters**

In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called "privilege," and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court

may require me to testify:

- In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
- In cases where your emotional or mental condition is important information for a court's decision.
- During a malpractice case or an investigation of me or another therapist by a professional group.
- In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
- When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.
- If you were sent to me for an evaluation by worker's compensation or Social Security disability, I will be sending my report to a representative of that agency and it can contain anything that you tell me.

Please note, if both you and a spouse or partner were in therapy together, both parties need to sign the release of information for this therapist to speak to an attorney for either side or for any court representation.

*The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.*

The signatures here show that we each have read, discussed, understand, and agree to abide by the points presented above. By signing this, I acknowledge verification of receiving a copy of the Rights and Privacy policies for Norma Vaillette, LMHC, and Catalyst Counseling LLC. It is understood that it is the client/guardian responsibility to read and gain an understanding of these policies. This is verification of the right to ask questions at any time during treatment. The signatures also acknowledge the request to inform the therapist if the choice is made to leave or end treatment.

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Printed name of client

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Signature of client

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Date

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Signature of Guardian

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Date

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Signature of therapist

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Date

(This copy and the policy notice become the property of the client/guardian. A signature page and acknowledgement will be stored in the client file.)

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