

## Further Confidentiality Information and HIPAA Privacy Notice

***This notice is intended to supplement and further clarify information in the Disclosure Statement. By signing the Disclosure Statement, the client acknowledges that they have read this notice and have had the opportunity to ask questions. Not all information will apply to every client.***

**Health Insurance & Confidentiality of Records:** Clients who carry insurance should remember that my professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, I can provide you with a copy of your receipt on a monthly basis (upon client request), which you can then submit to your insurance company for your own reimbursement of out-of-network benefits, if you so choose. These receipts ("superbills") may require me to determine and note a diagnosis. Not all issues or conditions which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. If you so instruct your counselor, only the minimum necessary information will be communicated to the carrier; unless authorized by you explicitly, the psychotherapy notes will not be disclosed to your insurance carrier. I have no control or knowledge over what insurance companies do with the information or who has access to this information. Be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported sold, stolen, or accessed by enforcement agencies in the past which puts clients/patients in a vulnerable position.

**Emergencies:** If there is an emergency during our work together or after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact emergency contacts provided by you.

**Confidentiality of Email, Cell Phone and Fax Communication:** It is very important to be aware that email and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify your counselor at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices.

**Collection of Outstanding Payments:** If your account is unpaid and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**Dual Relationships:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs objectivity, clinical judgment, or therapeutic effectiveness, or that can be exploitative in nature. If it was necessary, I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. In general, I will avoid creating any type of dual relationship with a client. I will never acknowledge working therapeutically with anyone without your written permission. Dual or multiple relationships can enhance therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. If for some reason, a dual relationship inadvertently occurs, it is your (client's) responsibility to communicate to me if the dual relationship becomes uncomfortable to you in any way. I will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapeutic process or the welfare of you the client and, of course, you can do the same at any time.

- **Social Media Policy:** Since connecting via personal social media pages creates dual relationships and has privacy concerns, it is my policy and within American Counseling Association ethical guidelines that I do not accept "friend" requests nor otherwise personally interact on social media with past or current clients.

**PRIVACY NOTIFICATION** The following information includes the new federal regulations that took effect as of April 14, 2003. Many of the items in this notification will not apply to you and the counseling environment. However, in order to be in compliance with the federal requirements, I am listing all of the information in this notification.

**I. 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.**

**II. IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).** By law I am required to ensure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why, and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice. PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it on my website. You may also request a copy of this Notice from me.

**III. HOW I WILL USE AND DISCLOSE YOUR PHI.** I will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization while others will not. Below you will find the different categories of my uses and disclosures, with

some examples. I have underlined the most pertinent to the counseling environment.

**A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. I may use and disclose your PHI without your consent for the following reasons:**

- 1. For treatment.** I may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, I may disclose your PHI to her/him in order to coordinate your care. My procedure is to acquire a Release of Information prior to the disclosure and/or to be sure that the provider has already obtained a Release of Information from you. If I am not able to have a written Release from you prior to the discussion, I will ask you to sign one after the conversation. However, prior to the discussion I will obtain a Verbal Release from you.
- 2. For health care operations.** I may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - I might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. I may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that I am in compliance with applicable laws.
- 3. To obtain payment for treatment.** I may use and disclose your PHI to bill and collect payment for the treatment and services I provided you. I could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for my office. In my practice, I do not use business associates such as billing companies, claims processing companies or similar services, nor do I currently do direct insurance billing. Clients are solely responsible for direct session payments to the therapist. Any payment issues with funding third parties (e.g. insurance companies, parents, partners, employers) are the responsibility of the client to manage independently from the therapist. It is assumed that any payment card the client enters into Ivy Pay is done so legally and with authorization from its owner, and with the client accepting this billing exception to confidentiality including dates of service and no show/late cancel information.
- 4. Other disclosures.** Example: Your consent is not required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) but I think that you would consent to such treatment if you could, I may disclose your PHI. In the case of counseling, this will usually only apply to any time I would need to break confidentiality. Example: According to C.R.S. § 13-14.5-103 a licensed health care professional or mental health professional (as defined in C.R.S. § 13-14.5-102) may file a petition for a temporary extreme risk protection order. Pursuant to article 14.5, an extreme risk protection order may warrant the surrender of firearm(s) when there is a significant risk of causing personal injury to self or others by having custody or control of a firearm(s). In this process the licensed health care professional or mental health professional shall make reasonable efforts to limit protected health information to the minimum necessary to accomplish the filing of the petition. The decision of a licensed health care professional or mental health professional to disclose protected health information, when made reasonably and in good faith to comply with this article, shall not be the basis for any civil, administrative, or criminal liability with respect to the licensed health care professional or licensed mental health professional.

**B. Certain Other Uses and Disclosures Do Not Require Your Consent.** I may use and/or disclose your PHI without your consent or authorization for the following reasons: 1. When

disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by this therapist. 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority. 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency. 4. To avoid harm. I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public. 5. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger. 6. If disclosure is mandated by the Colorado Child Abuse and Neglect Reporting law. For example, if I have a reasonable suspicion of child abuse or neglect. 7. If disclosure is mandated by any Abuse Reporting law. For example, if I have a reasonable suspicion of elder abuse or dependent adult abuse. 8. If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims. 9. For public health activities. Example: In the event of your death, if a disclosure is permitted or compelled, I may need to give the county coroner information about you. 10. For health oversight activities. Example: I may be required to provide information to assist the government in the course of an investigation or inspection of a healthcare organization or provider. 11. For specific government functions. Examples: I may disclose PHI of military personnel and veterans under certain circumstances. Also, I may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations. 12. For research purposes. In certain circumstances, I may provide PHI in order to conduct medical research. 13. For Workers' Compensation purposes. I may provide PHI in order to comply with Workers' Compensation laws. 14. Appointment reminders and health related benefits or services. Examples: I may use PHI to provide appointment reminders. I may use PHI to give you information about alternative treatment options, or other health care services or benefits I offer. 15. If an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena duces tectum (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. 16. I am permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that may be of interest to you. 17. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations. 18. If disclosure is otherwise specifically required by law. 19. **Please note that I will generally obtain your consent. These are the guidelines set up by HIPAA, ethical codes and other laws.**

**C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.** I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

**D. Other Uses and Disclosures Require Your Prior Written Authorization.** In any other situation not described in Sections IIIA, IIIB, and IIIC above, I will request your written

authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I have not taken any action subsequent to the original authorization) of your PHI by me.

**IV. YOUR RIGHTS REGARDING YOUR PHI (in general, your health record).**

**A. The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in my possession, or to get copies of it. However, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

**B. 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. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

**C. The Right to Choose How I Send Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request provided that I can give you the PHI, in the format you requested, without undue inconvenience.

**D. The Right to Get a List of the Disclosures I Have Made Regarding Your PHI.** The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, or to corrections or law enforcement personnel. Disclosure records will be held for six years. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years unless you indicate a shorter period. The list will include the date of the 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 cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.

**E. The Right to Amend Your PHI.** If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

**F. The Right to Get This Notice by Email.** You have the right to request a paper copy of it, as well.

**V. POINTS OF CONTACT.** If you have any questions about this notice or any complaints about my privacy practices, please contact me at [johanna@definingpathcounseling.com](mailto:johanna@definingpathcounseling.com). If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, please bring up your concerns with me. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

**VI. EFFECTIVE DATE.** The original version of this notice for went into effect on May 1, 2020. It was last updated on November 15, 2023.