

DaySpring Counseling
SUMMARY OF THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA) & Your Privacy Rights

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent.

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about your case, although every effort is made to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you are comfortable with this practice, your therapist will not tell you about these consultations unless he or she feels that it is important to your work together. Your therapist will note all consultations in your Clinical Record. Similarly, you should be aware that we practice as a group with other mental health professionals and employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. Every mental health professional in DaySpring Counseling, LLC. is bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy, and have agreed in writing not to release any information outside of the practice without the permission of a professional staff member.
- We also have contracts with business associates, such as our billing service, our accountant, etc. As required by HIPAA, we have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the privilege law. We cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. In addition, if a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If you file a complaint or lawsuit against a therapist, he or she may disclose relevant information about you in order to defend him or herself. If you file a worker's compensation claim, you must sign a release so that we may release the information, records or reports relevant to the claim.

There are situations in which we are legally obligated to take actions that we believe are necessary to attempt to protect others from harm. If this happens in your case, we may have to reveal some information about your treatment. These situations are very unusual in our practice:

- If we know or have reason to suspect that a child under 18 years of age (or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age) has suffered or faces a threat of suffering any physical or mental wound, injury, disability, including abuse or neglect, the law requires that we file a report with the appropriate government agency, usually the Public Children Services Agency.
- If we have reasonable cause to believe that an elderly adult is being abused, neglected, or exploited, or is in a condition that is the result of abuse, neglect, or exploitation, the law requires that we report such belief to the county Department of Job and Family Services.
- In addition, if we know or have reasonable cause to believe that a client has been the victim of domestic violence, we must note that knowledge or belief and the basis for it in the client records.
- If we believe that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else, and we believe that disclosure of certain information may serve to protect that individual, then we must disclose that information to appropriate public authorities, and/or the potential victim, and/or professionals, and/or the family of the client.
- If such a situation arises in your case, we will make every effort to fully discuss it with you before taking any action and we will limit the disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with your

therapist. The laws governing confidentiality can be quite complex and we do not have legal training. It is best to seek formal legal advice.

PROFESSIONAL RECORDS

The laws and standards of our professions require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. We do recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional. If your request for access to your records is refused, you have a right of review, which can be discussed with you upon request. You should be aware that some therapists keep Protected Health Information about you in two sets of professional records.

YOUR RIGHTS AND THE RIGHTS OF MINORS AND PARENTS

HIPAA provides you with rights which include: requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement/Notice form. In addition, parents and clients under 14 years of age who are not emancipated should be aware that the law allows parents to examine their child's treatment records unless the child's therapist decides that such access would injure the child. Children between 14 and 18 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period) and no information about those sessions can be disclosed to anyone without the child's agreement.

While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment.

INSURANCE REIMBURSEMENT

In order for you to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. We will bill your insurance company and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled. However, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers and if pre-certification is needed. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. Some managed-care plans will not allow your therapist to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis, and sometimes we are required to provide treatment plans or summaries, or copies of your entire clinical record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report submitted, if you request it.

HIPAA NOTICE

This serves as an acknowledgement that you have received notification regarding HIPAA from DaySpring Counseling, LLC.

Client Signature

Date

Client Name (Please Print)