

## **NOTICE OF PRIVACY PRACTICES**

**DISCLOSURE STATEMENT ABOUT THE THERAPIST:** Licensed by the state of Idaho as a Clinical Professional Counselor, I hold a Master's Degree of Education in Counseling awarded by the University of Idaho in December of 1993. Having over twenty years' experience serving youth and their families through the public schools, juvenile courts, and college campuses, I transitioned easily into an independent practitioner in 1994. Since then, I have maintained a private practice specializing in clinical mental health, family therapy, and co-parenting counseling. I will attempt to meet your needs and accommodate your preferences with a holistic treatment approach, integrating spiritual, biological and psychological aspects of the client(s) involved. Using a blend of proven theories and techniques, Therapy will be client centered, focusing on using Mindfulness and Cognitive Behavioral Therapy to assist you in setting goals, and outlining strategies to reach them. Please feel free to ask questions, express concerns, and discuss treatment with me at any time.

**FEES:** Initial evaluation sessions for individuals are charged at \$125.00. Subsequent sessions are charged at \$120.00 per 50-minute session. Consulting, Couples counseling and Co-parenting counseling sessions are charged at \$130.00 per 50-minute session. This is to be divided equally between parties, and paid at time of service.

- **Please respect others and keep your sessions within this time frame.**  
Sessions that run over 50 minutes will be charged accordingly. You will also be charged at this same rate for letters, consultations, telephone calls, and other related services.
- **Late Cancellations (less than 24 hours) will be charged at full price and may result in termination of services.**
- **Court appearances** are NOT part of services rendered. If subpoenaed to appear in court, the above fees will apply.

**AFTER HOURS:** If you need to speak to someone immediately and cannot reach me, please call the **Northern Idaho Crisis Center at 208-625-4884**. The **Mental Health Emergency line at 211**. You may also call the National Suicide Prevention Hotline at 1-800-669-3176. **If you have an emergency, please call 911.**

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**I will not discriminate** on the basis of source of payment, race, color, creed, sex, ethnicity, nationality, age, health, place of residence, disability or perceived disability or any other basis prohibited by law.

**CONFIDENTIALITY:** Idaho law requires that most issues discussed during the course of therapy are confidential. However, the release of confidential material is required in situations of suspected child abuse, of potential harm to self or others, and in instances where the court may subpoena records. Please see below my policy to protect the privacy of your health information. This notice describes how psychological and medical information about you may be used and disclosed, and how you can get access to this information. **Please review it carefully!**

**Definition of Terms:**

**PHI** Protected Health Information refers to information in your health care record that could identify you. *EHI* is the electronic version of the same.

**Treatment, Payment and Health Care Operations** *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.

**Payment** is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

**Health Care Operations** are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment involving my practice and my competency, improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

**Use** applies only to activities within my office. Such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

**Disclosure** applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

**Authorization** is written permission above and beyond the general consent that permits only specific disclosures.

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***Psychotherapy*** notes are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your protected health information, written or electronic, for treatment, diagnosis and payment, and health care operations purposes with your consent. Other information may only be disclosed with your authorization.

**Electronic Communication (see separate consent for distance counseling)** I will not communicate with you over the internet, with the exception of emailing you essential documents through a secure email system called therapyportal.com. I will email you only when necessary. You will be required to create a password to access these emails. We will meet through a secure telehealth platform called doxy.me. If you contact me via your email, Facebook, or any other social media or web-based communication, I will not respond. I will communicate with you through telephone call or text regarding scheduling *only*. If you send me electronic messages with PHI, I will not respond and I will delete the message. Please be sure to give me a phone number that is safe for me to use and leave messages on for scheduling purposes. My phone is pass code protected. I do not save contact information on my smart phone, nor do I keep any PHI on it. If you decide to keep PHI on your phone, be aware of the risks involved and always use a passcode. All of the websites I use to transmit PHI are password protected; I am the only person with access to them. I back up files on a flash drive that is kept secure in a separate location.

### **II. Uses and Disclosures Requiring Authorization**

I may only use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. You may revoke all such authorizations (of PHI or EHI) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

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### **III. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

**Child Abuse** If I have a reasonable cause to believe that a child has suffered abuse or neglect, I am required by law to report it to the appropriate law enforcement agency and Idaho Child Protective Services.

**Adult and Domestic Abuse** If I have a reasonable cause to believe that abandonment, abuse, sexual or physical assault, financial exploitation, or neglect of a vulnerable adult has occurred, I must immediately report the abuse to the appropriate law enforcement agency.

**Health Oversight** If the Idaho State Counselor Licensing Board or the National Board of Certified Counselors subpoenas me as part of its investigations, hearings, or proceedings relating to the discipline, issuance or denial of licensure of state licensed counselors, I must comply with its orders. This could include disclosing your relevant mental health information.

**Judicial or Administrative Proceedings** If you are involved in a court proceeding and a request is made for information about the professional services that I have provided to you and the records thereof, such information is privileged under state law. I will not release information without the written authorization of you or your legal representative, or a subpoena of which you have been properly notified, and you have failed to inform me that you are opposing the subpoena, or a court order. The privilege does not apply if you are being evaluated under court order. You will be informed in advance if this is the case.

**Serious Threat to Health or Safety** I may disclose your confidential mental health information to any person without authorization if I reasonably believe that disclosure will avoid or minimize imminent danger to your health your safety, or the health or safety of any other individual.

### **IV. Patient's Rights**

**Right to Request Restrictions** You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.

**Right to Receive Confidential Communications by Alternative means and at Alternative Locations** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you

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may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address).

**Right to Inspect and Copy** You have the right to inspect &/or obtain a copy of your own PHI and billing records used to make decisions about you for as long as the PHI is maintained in the record. You do not have the right to other family member's PHI. I may deny your access to PHI under certain circumstances, such as non-payment for services provided. Upon your request, I will discuss with you the details of the request and denial process.

**Right to Amend** You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. Upon your request I will discuss with you the details of the amendment process.

**Right to an Accounting** You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). Upon your request I will discuss with you the details of the accounting process.

**Right to a Paper Copy** You have the right to obtain a paper copy of this notice from me upon request, even if you have agreed to receive the notice electronically. Paper copies will be charged at .50 per page.

**Right to Refuse Treatment** You have the right to refuse treatment, request a change in therapy approach, or change therapists at any time.

## **V. Therapist's Duties**

I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. If I revise my policies and procedures, I will post a copy of the current notice and effective date in the front office and on my website. I am required by law to notify you of any breach of confidentiality; and, if the breach is widespread, or there is a "high probability of risk" to any client, I will notify the proper authorities. I will keep PHI for 7 years, after which time it will be destroyed.

In the event of my death, my business associate (my attorney) will store PHI for a seven year time period, after which it will be destroyed.

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## **VI. Concerns and Complaints**

Counselors are required to adhere to the American Counseling Association Professional Code of Ethics adopted by the Idaho State Licensing Board. If you are concerned that I have violated your privacy rights, or you disagree with the decision I make about access to your records, or if you have any concerns or complaints, please *contact me first* so we may discuss the matter. If we do not resolve your concerns, you may contact the Idaho Bureau of Occupational Licenses in Boise, or the National Department of Health and Human Services. The State Board has the general responsibility of regulating the practice of licensed professional counselors; however, the licensure of any individual under the licensing laws of Idaho and Washington do not imply or constitute an endorsement of that counselor or guarantee effectiveness of treatment.

## **VII. Effective Date, Restrictions, and Changes to Privacy Policy**

This notice takes effect January 1, 2022. I reserve the right to change the terms of this notice and implement new terms at that time. The revised edition will be posted on my website and outside my office door for public view. I will provide you with a revised notice upon your request or if a request is made for your records after a change to our policies and procedures have taken effect.

**VIII. Breach Notification** I will inform the affected parties initially via text, to be followed by mail with a description of the breach, the dates when it occurred, and for how long it's been going on. This will include details of which information was breached and what you can do to protect yourself going forward. I will apprise you as to what I am doing to prevent further breaches and mitigate any damage done. As always, you are free to contact me with any questions about this.