

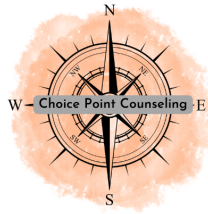
Choice Point Counseling

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HIPAA and Your Protected Health Information

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Choice Point Counseling may use or disclose your protected health information (PHI), for treatment, payment and health care operations purposes with your consent. To help clarify these terms, here are some definitions: “PHI” refers to information in your health record that could identify you.

“Treatment, Payment, and Health Care Operations”:

- **Treatment**: is when Choice Point Counseling provides, coordinates and manages your health care and other services.
- **Payment**: Is when Choice Point Counseling obtains reimbursement for your healthcare. Choice Point Counseling may use an accountant, a billing manager, collection agencies, and technical support services for our billing software. As required by HIPAA, these businesses have signed contracts with us in which they promise to maintain the confidentiality of protected health information, 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 a blank copy of the contract.
- **Health Care Operations**: are activities that relate to the performance and operation of Choice Point Counseling.
- **“Use”**: means activities within Choice Point Counseling such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. Your therapist practices with other mental health professionals and also employs support staff. In most cases, your therapist needs to share information with support staff for purposes such as billing, scheduling, and quality assurance. Also, Choice Point Counseling and clinical staff routinely consult with each other concerning our clients needs. Please let your therapist know if you would prefer that other clinical staff **NOT** be consulted about your case. During consultations, your therapist makes every effort to avoid revealing the identity of clients. The other professionals are also legally bound to keep the information confidential. All of the professional staff members are bound by the same rules of confidentiality, and all support staff have training in privacy rules and signed an agreement not to release any information outside of the practice without permission of a professional staff member.

- **Disclosure:** Means activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties. Your therapist may find it helpful to share information with your primary care physician or other health and mental health professional who are currently treating you. Your signature on this agreement is written, advance consent for us to release information to these professionals. A record of these disclosures will be kept in your clinical record.

USES AND DISCLOSURES REQUIRING AUTHORIZATIONS

Your therapist may use or disclose PHI for purposes outside of treatment, payment and health care operations when authorization is obtained.

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

In those instances when your therapist is asked for information for purposes outside of treatment, payment and health care operations, they will obtain a written authorization form from you before releasing this information. You may revoke all such authorizations (of PHI) at any time. Choice Point Counseling reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that is maintained. Choice Point Counseling will provide you with a revised notice through the client portal when applicable.

You may not revoke an authorization to the extent that (1) your therapist has 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.

USES AND DISCLOSURES WITH NEITHER CONSENT OR AUTHORIZATION

Your therapist is mandated by law to disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse/Neglect:** When a child is under the age of 18 and abuse and/or neglect is disclosed or suspected. This information is required to be reported to the Department of Health and Welfare Family and Children's Services, and/or to law enforcement.
- **Vulnerable Adult Abuse/Neglect or Financial Exploitation:** When a vulnerable adult over the age of 18 is suspected of being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation. Your therapist is required by law to immediately report this information to the Area Agency on Aging and Adult Protection Services..
 - "Vulnerable adult" means a person eighteen (18) years of age or older who is unable to protect themselves from abuse, neglect or exploitation due to physical or mental impairment which affects the person's judgment or behavior to the extent that he/she lacks sufficient understanding or capacity to make or

communicate or implement decisions regarding his/her person, funds, property or resources.

- Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information concerning you, or your minor child's, medical record, evaluation, diagnosis, or treatment such information is protected by the therapist-client privilege law. Choice Point Counseling can not provide any information without you (or your personal or legal guardian's) written authorization. However, if a court orders Choice Point Counseling to disclose information, we are required to provide it. Clients of Choice Point Counseling agree that they are entering a therapeutic relationship for the purpose of improving your, or your minor child's mental health and emotional well-being. Counseling services and documents associated with receiving counseling services are legally protected and confidential. Assessments, progress notes, documents, and other information in your counseling medical record are intended to inform treatment and assist you, or your minor child, with meeting therapeutic goals, and for receiving payment. Requesting your provider to use this information in legal or court proceedings has several potential risks to you, your minor child, and your provider which is explained below.
 - disclosure of information that is protected and legally confidential,
 - loss of consent as to what, or how information is used or disclosed,
 - potential harm to client's well-being because of information disclosed,
 - a potential change, or end to the established therapeutic relationship,
 - financial obligations beyond counseling services,
 - counselor operating in an evaluative instead of a therapeutic role.
- Because involvement in court or legal proceedings puts you, or your minor child at risk, it is the normal and typical practice of Choice Point Counseling, and all rendering providers to decline all requests to participate in court or legal proceedings. If Choice Point Counseling, or a rendering provider, is compelled, either by subpoena or court order, to participate in court or legal proceedings, all necessary ethical and legal steps will be taken to protect your, or your minor child's, confidential information. Upon receipt of a subpoena or request to engage in legal proceedings, fees will be assessed as outlined in the financial policies. If, after a review of the facts, consultation with other counseling professionals, and legal counsel, it can be determined that participating in court or legal proceedings promotes a client's welfare or well-being, your counselor may waive their typical practice of declining to participate in court or legal proceedings. A decision to do so will be fully documented and the client will be asked to document in writing that they understand and consent to the risks associated with disclosing confidential information.
- Serious threat to health or safety: If there is belief you pose a clear and substantial risk of imminent serious harm to yourself or toward another person, your therapist may

disclose your relevant confidential information to public authorities, the potential victim, other professionals and/or your family in order to protect against such harm. If you communicate to your therapist an explicit threat of inflicting imminent and serious physical harm or causing the death of one or more clearly identifiable victims, and your therapist believes you have the intent and ability to carry out the threat, then she/he is required by law to take one or more of the following actions in a timely manner:

- 1) take steps to hospitalize you on an emergency basis,
- 2) establish and undertake a treatment plan calculated to eliminate the possibility that you will carry out the threat, and initiate arrangements for a second opinion risk assessment with another mental health professional
- 3) communicate to a law enforcement agency and, if feasible, to the potential victim(s), or victim's parent or guardian if a minor, all of the following information:

- a) the nature of the threat
- b) your identity
- c) the identity of the potential victim(s)

- Worker's Compensation: If you file a worker's compensation claim, your therapist may be required to give your mental health information to relevant parties and officials.
- If the client is a minor: Both parents have the right to access a minor child's (under the age of 14) complete medical record, unless there is a court order prohibiting one of the parents from access. In cases where there is an active divorce or custody proceeding parents will be given access to a minor child's medical record but copies of the record will not be provided without a court order. Idaho State law requires that children between the ages of 14 and 17 sign a written release of information to release treatment records or disclose information that is considered confidential. Unless authorized, we can only provide parents and legal guardians of children over the age of 14 general information about their treatment. Exceptions are made if the minor is a danger to themselves, others, or the victim of child abuse. All disclosures of information will be reviewed with the minor client prior to speaking with a parent or guardian.
- If a government agency (such as Medicaid/Medicare) is requesting the information for health oversight activities, Choice Point Counseling may be required to provide it to them.
- If a client files a complaint or lawsuit against Choice Point Counseling or any of its therapists or staff, Choice Point Counseling may disclose relevant information regarding that patient in order to defend itself.
- Choice Point Counseling and staff may present disguised case material in seminars, classes, or scientific writings; in this situation, all identifying information and Protected Health Information is removed and client anonymity is maintained.
- Your health insurance plan has the right to review your clinical records for any services you have asked them to pay for. Unless your treatment is being paid for by a worker's compensation plan, a health insurance company is not entitled to see counseling notes, which are detailed notes your therapist may make concerning what you have talked about in therapy. However, they are entitled to see PHI in your clinical record, including information about dates of therapy, symptoms, your diagnosis, your overall progress towards those goals, any past treatment records that we receive from other providers,

reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to other insurance carriers.

Confidentiality and Technology

Choice Point clinicians will use email and text for only short necessary and non-confidential communication with you through secure email and text applications. Therapists are unable to accept friend requests on facebook or other online platforms. Telehealth is provided over a HIPAA compliant platform on a limited basis and only when it is determined this is the best way for the client's continuation/provision of therapy. This will be decided between you and your therapist. The therapist is to use professional judgment of the appropriateness of telehealth in the situation and will have the final determination. Due to the nature of online counseling, there is always the possibility that unauthorized persons may attempt to discover personal information.

CLIENT'S RIGHTS UNDER HIPAA

- Right to Request Restrictions –*You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your therapist is 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, if you don't want family members to know you are seeing a therapist, you can have your bills sent to an alternate address.
- Right to Inspect and Copy – You have the right to inspect and/or obtain a copy of your, or your minor child's, PHI, medical record, and health and billing records used to make decisions about you as long as the PHI is maintained in the record.
- Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your counselor may deny your request.
- Right to an Accounting – You have the right to be notified of any breach of PHI that you have not authorized or consented to.
- Right to a Paper Copy – You have the right to obtain a paper copy of the Privacy Notice from your therapist upon request, even if you have agreed to receive the notice electronically.

THERAPIST'S DUTIES UNDER HIPAA

- Your therapist is required by law to maintain the privacy of PHI and to provide you with a notice of their legal duties and privacy practices with respect to PHI.
- Choice Point Counseling reserves the right to change the privacy policies and practices described in this notice, notices of changes will be provided through your client portal.

COMPLAINTS

Initial complaints should be addressed with your therapist. However, if you are concerned that your therapist has violated your privacy rights, or you disagree with a decision your therapist made about

access to your records, you may contact the Idaho Department of Occupational Licenses:
SWO@dopl.idaho.gov