**Appendix E**

**HIPAA Policy**

Notice of Policies and Practices to Protect the Privacy of Your Health Information

HIPAA Overview

*This notice provides you with information about how your mental health records may be used, the rights you have as a client, and my legal duties as provider of treatment.*

Red Willow Counseling & Recovery is required to provide you with this notice under the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, which took effect on April 14, 2003. This law is designed to protect the confidentiality of your treatment and records created as part of your treatment. Please review it carefully. Let us know if you have any questions or would like additional information. If you do not sign this consent form agreeing to what is in this notice, we cannot provide you psychotherapy services.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations:  As part of your treatment, we (Red Willow Counseling & Recovery) will record, maintain, and use individually identifiable health care information about you. This may include information describing your history, symptoms, test results, diagnoses, treatment, treatment plan, billing, and health insurance information. We may disclose your protected health information (PHI) for treatment, payment, and health care operations purposes with your consent. Treatment is when we provide or coordinate your health care.

*An example of treatment would be when your therapist consults with another health care provider, such as your family physician or another therapist. Your PHI may be disclosed in order to collect payment for services provided or to determine eligibility or coverage. Health Care Operations are activities that relate to the performance and operation of our practice.*

*Examples of health care operations include: quality assessment and improvement activities, business-related matters such as audits and administrative services, care coordination, accreditation, certification, licensing, or credentialing activities.*

II. Uses and Disclosures Requiring Authorization:  We will not use or disclose your medical information for any reason except those described in this Notice without your written consent. We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate written authorization is obtained. We will also need to obtain a separate authorization before releasing your psychotherapy notes. Psychotherapy notes are notes that your therapist writes about your conversations during a private, group, joint, or family counseling session, which your therapist keeps separate from the rest of your medical record. These notes are given a greater degree of protection than other PHI. You have a right to refuse to authorize releasing your information to others, with certain exceptions which are listed below. You may revoke all such authorizations at any time, provided each revocation is in writing, but this will not affect prior authorized uses or disclosures. Given the significant risks in faxing confidential client information, we do not fax such information to workplaces and schools. We recognize that this is an inconvenience and ask that you give us as much advance notice as possible so that we can mail information to you or to others as you request.

III. Uses and Disclosures with Neither Consent nor Authorization:  We may use or disclose PHI without your consent or authorization in the following circumstances, as required by state and Federal law:

* Healthcare Operations: If you request that we submit bills to an insurance company for payment, you are deemed to have consented to the disclosure of specific information, including dates of service, name, policy number, diagnosis, services offered, prognosis, progress, medications prescribed, and the client's relationship to the subscriber of the insurance. Only the minimum information necessary to obtain reimbursement will be provided.
* Child Abuse: If we have reason to suspect that a child is abused or neglected, we are required by law to report the matter immediately to the Utah Department of Child and Family Services. We will discuss this with you as appropriate.
* Abuse of Elderly or Incapacitated Adults. If we have reason to suspect that an incapacitated adult (e.g. someone who is not able to advocate for himself or herself) is being abused, neglected or exploited, we are required by law to make a report and provide relevant information to the Utah Department of Social Services. You will be notified of this action unless your therapist believes that it would put you or others at risk of serious harm.
* Judicial or Administrative Proceedings (Court Orders): If you are involved in a court proceeding and a request is made for information about your treatment, we will not release information without your written authorization. If we receive a subpoena for your records (of which you have been served, along with the proper notice required by state law), we are required to respond. We will attempt to contact you first to see if you consent to such a release. If you object, you may file a motion with the clerk of the court to move to quash (block) the subpoena. Notify your therapist as soon as possible; we are then required to place your records in a sealed envelope and provide them to the clerk of the court so that the court can determine whether the records should be released.
* Serious Threat to Health or Safety of Others: If you communicate to us a specific and immediate threat to cause serious bodily injury or death to an identified or to a readily identifiable person, and we believe you have the intent and ability to carry out that threat immediately or imminently, we must take steps to protect the threatened person.
* Danger to Self: Your therapist can break confidentiality if you (or your child) are in danger of hurting yourself, in order to keep you (or your child) safe. This may include notifying emergency personnel.
* Worker's Compensation: If you file a worker's compensation claim, we are required by law, upon request, to submit your relevant PHI to you, your employer, the insurer, or a certified rehabilitation provider.
* Supervision: Your therapist may discuss your treatment with colleagues to improve the quality of your care. However, your name or other identifying information that could identify you will not be used.
* Debt Collection: Your name can be reported to a collection agency and/or a credit bureau if you fail to pay your bill. You will be notified before such a report is made.
* Legal Defense: Disclosure may be made if a therapist must arrange for legal consultation if a client takes legal action against a therapist.
* Quality Assurance: If you are using insurance to pay for part or all of your treatment, an insurance company can periodically review records to insure quality care.

IV. client's Rights:  You have the following rights regarding you PHI

1. Right to Request Restrictions –You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
2. 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, we can send your bills to an address other than your home if you request this.
3. Right to Inspect Records – You have the right to inspect your records, including PHI and billing records for as long as the PHI is maintained in the record. We generally keep records for seven years after your last visit. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we require that you initially review them with your therapist or have them forwarded to another mental health professional so you can discuss the contents. We may deny your access to PHI and psychotherapy notes, but in some cases you may have this decision reviewed. One reason for denial is if your therapist believes that releasing such information would likely cause substantial harm to you (or your child if your child is the client). On your request, we will discuss with you the details of the request and denial process.
4. Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request.   If so, we will provide you with a written explanation.
5. 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). We must provide you with the accounting within 60 days of your written request.
6. Right to a Paper Copy – You have the right to request a copy of the Privacy Policy from me.

V. Privacy Safeguards:  We have developed appropriate administrative, technical, and physical safeguards to protect the privacy of your Protected Health Information. These include placing locks on file cabinets, shredding documents with identifying information, using passwords on computers, as well as other safeguards.

VI. Effective Date, Restrictions and Changes to Privacy Policy:  This notice went into effect on April 14, 2003. We may revise our privacy policies, as permitted or required by law. These revisions, which may be retroactive, will apply to all PHI that we maintain. If revisions are made, we will provide you with a revised notice.

VII. Uses and Disclosures Involving Personal Representatives:  Where an incapacitated client has a guardian or legal representative with authority to make health care decisions for the client, we must treat the guardian or legal representative as the client with respect to PHI. If the client is a minor child, the therapist must treat the parent (or legal guardian) as the client with respect to PHI. However, if the therapist has reasonable belief that a parent, guardian, or legal representative has subjected or may subject the client to abuse or neglect or otherwise endanger the client, and believes that it is not in the client's best interest to release such information, the therapist may elect not to treat the parent or guardian as the client and hence not disclose confidential information. A parent or guardian may allow a confidentiality agreement between the minor client and the therapist.

VIII. Complaints:  If you are concerned that we have violated your privacy rights, or you disagree with a decision made about access to your records, you may contact a HIPAA Privacy Officer to register a complaint or to obtain further information. A form to make the complaint will be provided upon request. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. We will not retaliate if you file a complaint.

By my electronic signature, I understand and agree to the policies as stated above and I give consent for treatment to Red Willow Counseling and Recovery. In addition, I acknowledge my receipt of the Privacy Practices of Red Willow Counseling and Recovery.

I have presented and clearly explained the above policy and witness the consent of the above client agreeing to the Confidentiality Policy.

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Signature of client age 18 years or older Date

or legal representative

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Authorized Provider Representative Date