

## Informed Consent for Individual Psychotherapy

Zelina Silber, AMFT  
Associate Marriage & Family Therapist

### SUMMARY

This page summarizes important details from the pages that follow. It is important that you understand all of the information in this packet prior to beginning treatment. Your digital signature indicates you have read, understood and agree to the treatment provisions detailed below.

#### Confidentiality

Mrs. Silber will keep information disclosed in the session confidential. However, Mrs. Silber is legally required to report the following exceptions to the appropriate authorities:

1. The client indicates that he/she intends to commit suicide.
2. The client indicates that he/she intends to harm another person.
3. The client provides information that indicates that child abuse has occurred.
4. The client indicates that elder abuse has occurred or is ongoing.

#### Fees

Clients are expected to pay Mrs. Silber's standard fee of \$110 per 50-minute session at the beginning of each appointment and understand that additional charges may apply for extended sessions or other services.

Clients wishing to use insurance agree to contact their insurance plan prior to beginning treatment to ensure that services will be covered, and the client is responsible to pay all fees that are not covered by his or her insurance. Kairos Counseling Center will bill insurance plans for which Mrs. Silber is "In-Network," and clients agree to pay all deductibles, coinsurance, and copays at the time of service. For all other insurance plans, clients are required to pay the session fee of \$110 at the time of service, and Mrs. Silber will provide clients, at their request, with a monthly statement, which can be submitted to their insurance for reimbursement if the services are covered by their plan. By using insurance to pay for services, the client consents to allow Kairos Counseling Center to submit Private Health Information (PHI) to their insurance company as required for billing. Kairos Counseling Center will take every appropriate measure to protect client confidentiality and will provide only the information required for billing. The client may request a copy of the information submitted to their insurance.

#### Cancellation Policy

Appointments must be cancelled at least 24 hours prior to the scheduled session. The client is responsible to pay the full session fee for any appointments that are not canceled 24 hours prior.

#### Supervision Notification

Your counseling is provided by Mrs. Zelina Silber, a registered Associate Marriage & Family Therapist who is authorized to provide individual, couple, group, and family therapy under the direct supervision of Mrs. Julie Hicks, a Licensed Marriage & Family Therapist (#MFC103638). Kairos Counseling Center uses every appropriate measure to ensure each client receives the highest quality of care. For both training and quality assurance, sessions may be chosen at random and recorded by audio. All recordings will be treated with the utmost care and regard for client confidentiality, and will be reviewed only by your therapist and her supervisor. After review, all recordings will be destroyed in compliance with the statutes and regulations set forth by the California Board of Behavioral Sciences, the Health Insurance Portability and Accountability Act (HIPAA).

#### HIPAA SUMMARY

Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA), you have certain rights to privacy regarding your protected health information. This information can and will be used to:

1. Conduct, plan and direct your treatment and follow-up care among the multiple service providers who may be involved in that treatment directly or indirectly.
2. Obtain payment from designated third-party payers.
3. Conduct normal care procedures such as quality assessments or evaluations.

Kairos Counseling Center's HIPAA Notice of Privacy Practices is contained in the pages that follow. Please review the Notice of Privacy Practices prior to signing the consent for treatment. You may request in writing that this organization restrict how your private information is used or disclosed to carry out treatment, payment or health care operations. Kairos Counseling Center is not required to agree to your requested restrictions, but if the organization does agree, then it is bound to abide by such restrictions. By consenting to treatment, you agree and consent to these terms, but you may revoke this consent in writing at any time, except to the extent that Kairos Counseling Center has taken action relying on this consent.

### **Informed Consent for Individual Psychotherapy**

This form provides you, the client, with information that is additional to that detailed in the **HIPAA Notice of Privacy Practices** and it is subject to HIPAA preemptive analysis.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to Mrs. Silber that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. 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 Mrs. Silber. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Mrs. Silber will use her clinical judgment when revealing such information. Mrs. Silber will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Mrs. Silber becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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, she may also contact the emergency contact you have named above.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct Mrs. Silber, only the minimum necessary information will be communicated to the carrier. Mrs. Silber has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or certain employment.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes,

injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on Mrs. Silber to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**CONSULTATION:** Mrs. Silber consults regularly with other professionals regarding his clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and e-mail communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Faxes can easily be sent erroneously to the wrong address. E-mails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all e-mails that go through them. It is important that you be aware that e-mails, faxes, and important texts are part of the medical records. Additionally, Mrs. Silber's e-mails are not encrypted. Mrs. Silber's computers are equipped with a firewall, a virus protection, and a password. Please notify Mrs. Silber if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone, or faxes. If you communicate confidential or private information via e-mail, Mrs. Silber will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via e-mail. Please do not use e-mail, text or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Mrs. Silber's profession require that she keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, Mrs. Silber retains clinical records only as long as is mandated by California law. If you have concerns regarding the treatment records, please discuss them with Mrs. Silber. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Mrs. Silber assesses that releasing such information might be harmful in any way. In such a case, Mrs. Silber will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, Mrs. Silber will release information to any agency/person you specify unless Mrs. Silber assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Mrs. Silber will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Mrs. Silber between sessions, please leave a message at the answering service (707) 874-8463 and your call will be returned as soon as possible. Mrs. Silber checks his messages a few times during the daytime only, Monday through Friday, unless she is out of town. If an emergency situation arises, and if you need to talk to someone right away call the 24-hour Solano County Mental Health Crisis Line: (707) 428-1131, or the Police: 911, or go to the nearest hospital emergency room. Please do not use e-mail or faxes for emergencies. Mrs. Silber does not always check her e-mail or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$110.00 per 50-minute session at the beginning of each session. Extended sessions, telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Mrs. Silber if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. For those wishing to

submit receipts to their insurance plans, Mrs. Silber will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose. As was indicated in the section, Health Insurance & Confidentiality of Records, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues, conditions or problems that are dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Mrs. Silber can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Mrs. Silber and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in (your county, state) in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Mrs. Silber 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 as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Mrs. Silber will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Mrs. Silber may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Mrs. Silber is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Mrs. Silber does not provide custody evaluation recommendation, medication or prescription recommendations, or legal advice, as these activities do not fall within her scope of practice.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, Mrs. Silber will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the

procedures used in the course of your therapy, their possible risks, Mrs. Silber's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first few meetings, Mrs. Silber will assess if she can be of benefit to you. Mrs. Silber does not accept clients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals whom you can contact. If at any point during psychotherapy, Mrs. Silber assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant, she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Mrs. Silber will talk to the psychotherapist of your choice in order to help with the transition. If, at any time, you want another professional's opinion or wish to consult with another therapist, Mrs. Silber will assist you with referrals, and, if she has your written consent, she will provide the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, and if appropriate, Mrs. Silber will offer to provide you with names of other qualified professionals.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Mrs. Silber's objectivity, clinical judgment or can be exploitative in nature. Mrs. Silber will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Mrs. Silber will never acknowledge working with anyone without their written permission. It is your responsibility to advise Mrs. Silber if you become aware of a dual or multiple relationship, and to discuss whether it is uncomfortable for you in any way. Mrs. Silber will always listen carefully and respond to your feedback and, if possible, will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, Mrs. Silber may conduct a web search on clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with her. She does not accept friend requests from current or former clients on social networking sites, such as Facebook. Adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, Mrs. Silber requests that clients not communicate via any interactive or social networking sites.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless a different agreement is reached, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

## INFORMED CONSENT FOR TELETHERAPY

This Informed Consent for Teletherapy contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

### Benefits and Risks of Teletherapy

Teletherapy refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of Teletherapy is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Teletherapy, however, requires technical competence on both our parts to be helpful. Although there are benefits of Teletherapy, there are some differences between in-person psychotherapy and Teletherapy, as well as some risks. For example:

- Risks to confidentiality. Because Teletherapy sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact Teletherapy. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, I will not engage in Teletherapy with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in Teletherapy, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our Teletherapy work.
- Efficacy. Most research shows that Teletherapy is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

### Electronic Communications

We will decide together which kind of Teletherapy service to use. You may have to have certain computer or cell phone systems to use Teletherapy services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in Teletherapy.

For communication between sessions, I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either.

Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods should not be used if there is an emergency.

#### Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our Teletherapy. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for Teletherapy sessions and having passwords to protect the device you use for Teletherapy).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent still apply in Teletherapy. Please let me know if you have any questions about exceptions to confidentiality.

#### Appropriateness of Teletherapy

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that Teletherapy is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

#### Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting Teletherapy than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in Teletherapy services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911], or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the Teletherapy platform on which we agreed to conduct therapy or I will call you at the number we agree at the outset of the Teletherapy appointment.

#### Fees

The same fee rates will apply for Teletherapy as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in Teletherapy sessions in order to determine whether these sessions will be covered.

#### Recording

The Teletherapy sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

# HIPAA NOTICE OF PRIVACY PRACTICES

**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 insure 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 as permitted by law. 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 in my office and on my website. You may also request a copy of this Notice from me, or you can view a copy of it in my office or on my website, which is located at:

[www.KairosCounselingCenter.com](http://www.KairosCounselingCenter.com)

## **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; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

### **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 can use your PHI within my practice to provide you with mental health treatment, including discussing or sharing your PHI with my trainees and interns. 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.
- 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. Example: I might send your PHI to your insurance company

or health plan in order to get payment for the health care services that I have provided to 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.

**4. Other disclosures.** Examples: Your consent isn't 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.

**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.** Example: I may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 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. If disclosure is compelled by the patient or the patient's representative pursuant to California Health and Safety Codes or to corresponding federal statutes of regulations,** such as the Privacy Rule that requires this Notice.
- 5. 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 (i.e., adverse reaction to meds).
- 6. 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.**
- 7. If disclosure is mandated by the California Child Abuse and Neglect Reporting law.** For example, if I have a reasonable suspicion of child abuse or neglect.
- 8. If disclosure is mandated by the California Elder/Dependent Adult Abuse Reporting law.** For example, if I have a reasonable suspicion of elder abuse or dependent adult abuse.
- 9. 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.**
- 10. 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.
- 11. 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 health care organization or provider.
- 12. 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.
- 13. For research purposes.** In certain circumstances, I may provide PHI in order to conduct medical research.
- 14. For Workers' Compensation purposes.** I may provide PHI in order to comply with Workers' Compensation laws.
- 15. 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.

16. **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.
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**.

### **C. Certain Uses and Disclosures Require You Have the Opportunity to Object.**

**1. Disclosures to family, friends, or others.** 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 haven't taken any action subsequent to the original authorization) of your PHI by me.

## **IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

These are your rights with respect to your PHI:

**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. I will also explain your right to have my denial reviewed.

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 providing that I can give you the PHI, in the format you requested, without undue inconvenience. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

**D. The Right to Get a List of the Disclosures I Have Made.** You are entitled to a list of disclosures of your PHI that I have made. 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, to corrections or

law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, 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 get this notice by email. You have the right to request a paper copy of it, as well.

## **V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

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, you are entitled to file a complaint with the person listed in Section VI below. 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. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at: Kairos Counseling Center, 5063 Maple Rd. Suite 100, Vacaville, CA 95687. Phone: (707) 874-8463

## **VII. NOTIFICATIONS OF BREACHES**

In the case of a breach, Mrs. Silber is required to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, Mrs. Silber is ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. Mrs. Silber bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

## **VIII. PHI AFTER DEATH**

Generally, PHI excludes any health information of a person who has been deceased for more than 50 years after the date of death. Mrs. Silber may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the

decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

### **IX. Individuals' Right to Restrict Disclosures; Right of Access**

To implement the 2013 HITECH Act, the Privacy Rule is amended Mrs. Silber is required to restrict the disclosure of PHI about you, the patient, to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which you have paid the covered entity in full. (OCR clarifies that the adopted provisions do not require that covered healthcare providers create separate medical records or otherwise segregate PHI subject to a restrict healthcare item or service; rather, providers need to employ a method to flag or note restrictions of PHI to ensure that such PHI is not inadvertently sent or made accessible to a health plan.)

The 2013 Amendments also adopt the proposal in the interim rule requiring Mrs. Silber, to provide you, the patient, a copy of PHI to any individual patient requesting it in electronic form. The electronic format must be provided to you if it is readily producible. OCR clarifies that Mrs. Silber must provide you only with an electronic copy of their PHI, not direct access to their electronic health record systems. The 2013 Amendments also give you the right to direct Mrs. Silber to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the amendments restrict the fees that Mrs. Silber may charge you for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI (if any). Finally, the 2013 Amendments modify the timeliness requirement for right of access, from up to 90 days currently permitted to 30 days, with a one-time extension of 30 additional days.

### **X. Notice of Privacy Practices (NPP)**

Kairos Counseling Center Notice of Privacy Practices (NPP) must contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization by you, and you have the right to be notified in case of a breach of unsecured PHI.

### **XI. EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on Jan. 30, 2013