



## Confidentiality Agreement

Soul Aligned Counseling

Aprille Vasu

aprillesoulaligned@gmail.com

### **DISCLOSURE STATEMENT & NOTICE OF PRIVACY RIGHTS**

The Disclosure Statement & Notice of Privacy Rights describes how medical and mental health information about you may be used and disclosed, and how you can access this information. Please review this information carefully. While providing services to you, the provider/psychotherapist will obtain, record, and use mental health and medical information about you that is protected health information. Ordinarily, that information is confidential and will not be used or disclosed, except as described below.

### **USES AND DISCLOSURES OF PROTECTED INFORMATION**

#### **A. General Uses and Disclosures Not Requiring the Client's Consent.**

The provider will use and disclose protected health information in the following ways.

1. Treatment. Treatment refers to the provision, coordination, or management of health care [including mental health care] and related services by one or more health care providers. For example, the provider will use your information to plan your course of treatment. As to other examples, the provider will consult with professional colleagues in this practice or ask professional colleagues to cover calls or the practice for the provider and will provide the information necessary to complete those tasks.

2. Payment. Payment refers to the activities undertaken by a healthcare provider [including a mental health provider] to obtain or provide reimbursement for the provision of health care. The provider will use your information to develop accounts receivable information, bill you, and with your consent, provide information to your insurance company or other third-party payers for services provided. The information provided to insurers and other third-party payers may include information that identifies you, as well as your diagnosis, type of service, date of service, provider name/identifier, and other information about your condition and treatment.

3. Health Care Operations. Health Care Operations refers to activities undertaken by the provider that are regular functions of management and administrative activities of the practice. For example, the provider may use or disclose your health information in the monitoring of service quality, staff evaluation, and obtaining legal services.

4. Contacting the Client. The provider may contact you to remind you of appointments and to tell you about treatments or other services that might be of benefit to you. The provider does not guarantee confidentiality if you are discussing issues via cell phone, cordless phone, etc. and you must give consent for the provider to leave a message on an answering machine. Confidentiality cannot be guaranteed if you choose to communicate with your therapist or the agency via email.

5. Required by Law. The provider will disclose protected health information when required by law or necessary for health care oversight.

This includes, but is not limited to:

- (a) reporting suspected child abuse or neglect;
- (b) when the court orders to release of information;
- (c) to health oversight agencies for oversight activities authorized by law and necessary for the oversight of the health care system, government health care benefit programs, or regulatory compliance;
- (d) when a coroner is investigating the client's death;
- (e) when there is a legal duty to warn or take action regarding imminent danger to others, for example, (school violence, a methamphetamine lab or other violent crime). The provider is required to report any threat of imminent physical harm by a client to law enforcement and to the person(s) threatened;
- (f) The provider is required to initiate a mental health evaluation of a client who is imminently dangerous to self or to others, or who is gravely disabled, as a result of a mental disorder;
- (g) The provider is required to report any suspected threat to national security to federal officials. Rev October 2020 Page 2 of 4

6. Crimes on the premises, observed or reported to the provider. Crimes that are observed by the provider or the provider's staff, crimes that are directed toward the provider or the provider's staff, crimes that occur on the premises, or crimes reported to law enforcement.

7. Business Associates. Some of the functions of the provider may be provided by contracts with business associates. For example, some of the billing, legal, auditing, and practice management services may be provided by contracting with outside entities to perform those services. In those situations, protected health information will be provided to those contractors as needed to perform their contracted tasks. Business associates are required to enter into an agreement maintaining the privacy of the protected health information released to them.

8. Research. The provider may use or disclose protected health information for research purposes if the relevant limitations of the Federal HIPAA Privacy Regulations are followed. 45 CFR § 164.512(i).

9. Involuntary Clients. Information regarding clients, who are being treated involuntarily, under law, will be shared with other treatment providers, legal entities, third-party payers, and others, as necessary to provide the care and management coordination needed.

10. Family Members. Except for certain minors, incompetent clients, or involuntary clients, protected health information cannot be provided to family members without the client's consent. In situations where family members are present during a discussion with the client and it can be reasonably inferred from the circumstances that the client does not object, information may be disclosed in the course of that discussion. However, if the client objects, protected health information will not be disclosed. Under Colorado law, C.R.S. 14-10-123.8, parents have the right to access mental health treatment information concerning their minor children, unless the court has restricted access to such information. If you request treatment information, the therapists may provide you with a treatment summary, in compliance with Colorado law and HIPPA Standards.

11. Welfare Checks. When we are concerned about a client's safety, it is our policy to request a Welfare Check through local law enforcement. In doing so, we may disclose to law enforcement officers information concerning our concerns. By signing this Disclosure Statement and agreeing to treatment at ChildSafe, you consent to this practice, if it should become necessary.

12. Client/Patient Rights. (1) You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of your treatment (if it can be determined), and the fee structure. Please ask if you have any questions. you wish to receive this information from your therapist. (2) You may seek a second opinion from another therapist and may terminate your therapy at any time. (3) In a professional relationship (such as ours), sexual intimacy is never appropriate. If sexual intimacy occurs, it should be reported to the board that licenses, registers, or certifies the licensee, registrant, or certificate holder.

13. Confidentiality. Generally speaking, the information provided by and to a client during therapy sessions is legally confidential and cannot be released without the client's consent. If information is legally confidential, your therapist cannot be required to disclose such information without your consent. There are exceptions to the general rule of legal

confidentiality, some of which are listed in section 12-43-218 of the Colorado Revised Statutes, as well as other exceptions in Colorado and Federal law. Be advised that legal confidentiality may not apply in a criminal or delinquency proceeding. If a legal exception arises during therapy, if feasible, you will be informed accordingly. The Mental Health Practice Act (CRS 12-43-101, et seq.) is available at <http://www.dora.state.co.us/mental-health/Statute.pdf>.

14. Hold Harmless. I agree to hold harmless, and I will not institute or be part of any claim or suit against the therapists, evaluators, staff, and agency in their provision and administration of my services and treatment program

15. Release of Information. Information in your case may be shared with the ChildSafe therapists and interns listed in this document for case consultation and supervision purposes. This information is considered confidential for each of these professionals. Your signature gives consent for this consultation and supervision.

## **B. Client Authorization or Release of Information.**

The provider may not use or disclose protected health information in any other way without a signed authorization or release of information. When you sign an authorization, or a release of information, it may later be revoked provided that the revocation is in writing. The revocation will apply, except to the extent the provider has already taken action in reliance thereon.

## **II. YOUR RIGHTS AS A CLIENT**

A. Non-Discrimination Practices. It is ChildSafe's policy to provide a healing environment free from any form of harassment, intimidation, or change in service delivery based on sex, race, religion, national origin, disability, veteran status, sexual orientation, or gender expression.

B. Access to Protected Health Information. You have the right to inspect and obtain a copy of the protected health information the provider has regarding you, in the designated record set. However, you do not have the right to inspect or obtain a copy of psychotherapy notes. There are other limitations to this right, which will be provided to you at the time of your request if any such limitation applies. To make a request, ask your therapist.

C. Amendment of Your Record. You have the right to request that the provider amend your protected health information. The provider is not required to amend the record if it is determined that the record is accurate and complete. There are other exceptions, which will be provided to you at the time of your request, if relevant, along with the appeal process available. To make a request, ask your therapist.

D. Accounting of Disclosures. You have the right to receive an accounting of certain disclosures the provider has made regarding your protected health information. However, that accounting does not include disclosures that were made for treatment, payment, or healthcare operations. In addition, the accounting does not include disclosures made to you, disclosures made under a signed Authorization, or disclosures made before April 14, 2003. Other exceptions will be provided to you, should you request an accounting. To make a request, ask your therapist.

E. Additional Restrictions. You have the right to request additional restrictions on the use or disclosure of your health information. The provider does not have to agree to that request and there are certain limits to any restriction, which will be provided to you at the time of your request. To make a request, ask your therapist.

F. Alternative Means of Receiving Confidential Communications. You have the right to request that you receive communications of protected health information from the provider by alternative means or at alternative locations. For example, if you do not want the provider to mail bills or other materials to your home, you can request that this information be sent to another address. There are limitations to the granting of such requests, which will be provided to you at the time of the request process. To make a request, ask your therapist.

G. Copy of this Notice. You have the right to obtain another copy of this Notice upon request.

### **III. ADDITIONAL INFORMATION**

A. Privacy Laws. The provider is required by State and Federal law to maintain the privacy of protected health information. In addition, the provider is required by law to provide clients with notice of the provider's legal duties and privacy practices concerning protected health information.

B. Terms of the Notice and Changes to the Notice. The provider is required to abide by the terms of this Notice, or any amended Notices that may follow. The provider reserves the right to change the terms of its Notice and to make the new Notice provisions effective for all protected health information that it maintains. When the Notice is revised, the revised Notice will be posted at the provider's service delivery sites and will be available upon request.

C. Complaints Regarding Privacy Rights. If you believe the provider has violated your privacy rights, you have the right to complain to the provider. Your therapist is the person designated within the practice to receive your complaints.

*The Colorado Department of Regulatory Agencies regulates the practice of both licensed and unlicensed persons in the field of psychotherapy. Questions or complaints may be addressed to: Colorado Department of Regulatory Agencies State Grievance Board 1560 Broadway, Suite 1340 Denver CO 80202 (303) 894-7766 Rev October 2020 Page 4 of 4 As of July 10, 2020,*

*Clinical interns can no longer register with DORA as Unlicensed Psychotherapists. Therefore, to register a complaint, please contact the student intern's university, and the ChildSafe Clinical Director. It is the policy of the provider that there will be no retaliation for your filing such complaints.*

D. Regulation of Psychotherapists. The practice of licensed or unlicensed persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The regulatory boards can be reached at: 1560 Broadway, Suite 1350 Denver, Colorado 80202 (303) 894-7800 The regulatory requirements for mental health professionals provide that a Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a Master's degree in their profession and have two years of post-Masters supervision. A Marriage and Family Therapist Candidate and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. An Unlicensed Psychotherapist is listed in the State's database and is authorized by law to practice psychotherapy in Colorado, but is not licensed by the State and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the State.

E. Disclosure Regarding Divorce and Custody Litigation. If you are involved in divorce or custody litigation, your therapist's role is not to make recommendations to the court concerning custody or parenting issues. By signing this Disclosure Statement, you agree not to subpoena your/your child's therapist to court for testimony or disclosure of treatment information in such litigation; and you agree not to request that the therapist write any reports to the court or your attorney, making recommendations concerning custody. The court can appoint professionals, who have no prior relationship with family members, to conduct an investigation or evaluation and to make recommendations to the court concerning parenting time in the best interests of the family's children.

F. Record Retention. Effective July 14, 2020, with the House Bill 20-1206, mental health professionals may not maintain client records after seven years. The therapist will retain your medical records for 7 years from your final session. After 7 years, the therapist will destroy the records.

G. Clinical Team: The ChildSafe treatment team consists of Licensed Therapists, Candidates for Licensure (Unlicensed therapists), and Clinical Interns who are currently enrolled in Master's level counseling programs. All therapists are supervised by the Clinical Director, and all Clinical interns are supervised by both the Clinical Director and their University Supervisor. Your treatment team may include a combination of therapists and clinical interns. By signing the acceptance of these disclosures, you agree that you have been informed of the therapist's degrees, credentials, and licenses, on the attached Staff Listing.

H. Additional Information. If you desire additional information about your privacy rights, ask your therapist.



**Acknowledgment of Receipt of Disclosure Statement and Notice of Privacy Rights.**

Name of Client \_\_\_\_\_ (Please Print Name)

Disclosure Statement and Notice of Privacy Rights: I hereby acknowledge that I have received a copy of the Disclosure Statement and Notice of Privacy Rights as well as the list of clinical staff and their credentials. I further agree to read this Disclosure Statement and Notice of Privacy Rights. I will talk with my therapist if I have any concerns.

\_\_\_\_\_

Client Signature

Date

\_\_\_\_\_

Parent or Guardian Signature

Date

\_\_\_\_\_

Therapist/Witness Signature

Date

Acknowledgment Disclosure & Agreement Revised Jan 2024