

CONFIDENTIALITY

POLICY: River's Bend will follow all laws and regulations regarding client confidentiality.

POLICY SPECIFICS:

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a clinician. In most situations, we can only release information about client's treatment to others if a signed written authorization form that meets certain legal requirements imposed by HIPAA is on file. There are other situations that require only that client or responsible party provide written, advance consent. The client or responsible party's signature on this Agreement provides consent for those activities, as follows:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If the client does not object, we will not inform them about these consultations unless we feel that it is important to our work together. We will note all consultations in Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Clients are informed that we practice with other mental health/ chemical dependence professionals and we have administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting client privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- We also have contracts with a third-party billing service, collection agency, answering service, accountant, and lawyer. As required by HIPAA, we have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

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There are some situations where we are **permitted or required** to disclose information without consent or Authorization:

- If client is involved in a court proceeding and a request is made for information concerning diagnosis and treatment, such information is protected by the psychotherapist-patient privilege law. We cannot provide any information without client's written authorization, or a court order. If client is involved in or contemplating litigation, client should consult with an attorney to determine whether a court would be likely to request information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against River's Bend, we may disclose relevant information regarding that client in order to defend our organization.
- If we are being compensated for providing treatment to a client as a result of a worker's compensation claim, we must, upon appropriate request, provide information necessary for utilization review purposes.

There are some situations in which we ARE legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment.

- If we have reasonable cause to suspect child abuse or neglect, the law requires that we file a report with the Michigan Department of Health and Human Services. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to suspect the "criminal abuse" of an adult patient, we must report it to the police. Once such a report is filed, we may be required to provide additional information.
- If a client communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, we may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county Department of Social Services) and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, we will make every effort to fully discuss it with the client before taking any action and we will limit disclosure to what is necessary. The laws governing confidentiality can be quite complex, and we are not an attorney. In situations where specific advice is required, formal legal advice may be needed.

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PROFESSIONAL RECORDS

The laws and standards for professionals require that we keep Protected Health Information about clients in Clinical Records except in unusual circumstances that disclosure would physically endanger a client and/or others or makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied confidentially by others, clients may examine and/or receive a copy of Clinical Record, if client requests it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that clients review their records with their provider or have them forwarded to another mental health professional so they can discuss the contents. If we refuse a client request for access to their records, they have a right of review (except for information supplied confidentially by others), which we will discuss with client upon request.

CLIENT RIGHTS

HIPAA provides clients with rights with regard to Clinical Records and disclosures of protected health information. These rights include requesting that we amend records; requesting restrictions on what information from Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints clients make about clinic policies and procedures recorded in records; and the right to a copy of privacy policies and procedures. Clients should be aware that all clinical records are only retained for 7 years and then will be destroyed.

MINORS & GUARDIANS

Clients under 18 years of age (who are not emancipated) or adult clients with legal guardians and their legal guardians, should be aware that the law may allow legal guardians to examine their child or dependent's treatment records. They should also be aware that clients over 14 can consent to (and control access to information about) their own treatment, although that treatment cannot extend beyond 12 sessions or 4 months. While privacy in therapy is very important, particularly with teenagers, family involvement is also essential to successful treatment. Therefore, it is usually our policy to request an agreement from any client between 14 and 17 and their legal guardians allowing us to share general information with legal guardians about the progress of treatment and the child's attendance at scheduled sessions. We will also provide legal guardians with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the legal guardians of our concern. Before giving legal guardians any information, we will discuss the matter with the child, if possible, and we will do our best to handle any objections they may have.

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BILLING AND PAYMENTS

Clients will be expected to pay for all deductibles, copays, and/or coinsurance fee at the time of each session is held.

If account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve using a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client's treatment is their name, the dates of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for client's treatment. If client has a health insurance policy, it will usually provide some coverage for mental health/substance abuse treatment; however, the client (not their insurance company) is ultimately responsible for full payment of fees for services. It is very important that the client finds out exactly what mental health/ substance abuse services their insurance policy covers. If clients have any questions about their coverage, they should call their insurance provider directly.

Clients should also be aware that their health insurance company requires that we provide information relevant to the services that the client provides to the client. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of entire Clinical Record. In such situations, we will make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance company databank. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. By signing the Privacy Practices Agreement, client agrees that we can provide requested information to their insurance carrier if required.

It is important to remember that clients always have the right to pay for services to avoid the problems described above.