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# HIPAA COMPLIANCE

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Ardent Counseling Center



JANUARY 1, 2013  
ARDENT COUNSELING CENTER  
684 Barrington RD, Streamwood, Illinois, 60107

Ardent Counseling Center  
HIPAA EXPLAINED

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREFULLY.

**I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

We may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. 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 we provide, coordinate, or manage your health care and other services related to your health care. Treatment includes consultation with another health care provider, such as your family physician or another therapist or psychiatrist.

- Payment is when we obtain reimbursement for health care services rendered. Payment includes disclosure of your PHI to your health insurer to obtain reimbursement for services 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 are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

"Use" applies only to activities within our practice group such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

"Disclosure" applies to activities outside of our practice group such as releasing, transferring, or providing access to information about you to other parties.

"Authorization" is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally-required form.

**II. Other Uses and Disclosures Requiring Authorization:**

We may use or disclose PHI for purposes outside of treatment, payment, or health care operations with your authorization. In those instances when we are asked for information for purposes outside of treatment, payment, or health care operations, we will obtain an authorization from you before releasing this information. We also need to obtain an authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes that some providers choose to make about conversations during a private, group, joint, or family counseling session, which are kept separate from the rest of your record. These notes include recordings and transcripts of any therapy sessions. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have taken some action in reliance on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, as applicable state and federal law provides the insurer the right to contest the claim under the policy.

**III. Uses and Disclosures without Authorization**

We may use or disclose PHI without your consent or authorization in the following circumstances:

**Child Abuse** – If we have reasonable cause to believe a child known to us in our professional capacity may be an abused child or a neglected child, we must report this belief to the appropriate authorities.

**Adult and Domestic Abuse** – If we have reason to believe that an individual protected by state law has been abused, neglected, or financially exploited, we must report this belief to the appropriate authorities.

**Health Oversight Activities** – we may disclose protected health information regarding you to a health oversight agency for oversight activities authorized by law, including licensure or disciplinary actions.

**Worker's Compensation** – we may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

**Judicial and Administrative Proceedings** – If you are involved in a court proceeding and a request is made for information by any party about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law, and we must not release such information without a court order. We can release the information directly to you on your request. Information about all other psychological services is also privileged and cannot be released without your authorization or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is pursuant to court order. You will be informed in advance if this is the case.

**Serious Threat to Health or Safety** – If you communicate to us a specific threat of imminent harm against another individual or if we believe that there is clear, imminent risk of physical or mental injury being inflicted against another individual, we may make disclosures that we believe are necessary to protect that individual from harm. If we believe that you present an imminent, serious risk of physical or mental injury or death to yourself, we may make disclosures we consider necessary to protect you from harm.

#### **IV. Client's Rights and Behavioral Health Provider's Duties**

##### **Client's Rights:**

**Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information. However, we are 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, you may not want a family member to know that you are seeing us. On your request, we will send your bills to another address.)

**Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records for as long as the PHI is maintained in the record and Psychotherapy Notes. On your request, we will discuss with you the details of the access process.

**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. Upon request, we will discuss with you the amendment process.

**Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI. On your request, we will discuss with you the details of the accounting process.

**Right to a Paper Copy** – You have the right to obtain a paper copy of this notice from us upon request.

##### **Behavior Health Provider's Duties:**

**We** are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.

**We** reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.

If we revise our policies and procedures, we will notify you in person or by mail.

#### **V. Questions and Complaints**

If you have questions about this notice, disagree with a decision that your therapist makes about access to your records, or have concerns about your privacy rights, you may contact your therapist or Ardent staff. If you believe that your privacy rights have been violated and wish to file a complaint against Ardent, you may send your written complaint to the Secretary of the U.S. Department of Health and Human Services. Ardent can provide you with the appropriate address upon request. You have specific rights regarding the privacy and use of your PHI under federal law. Ardent will not retaliate against you for exercising your right to file a complaint.

#### **VI. Effective Date, Restrictions, and Changes to Privacy Policy.**

This notice will go into effect on July 1, 2010. Ardent Counseling Center reserves the right to change the terms of this notice and to make the new, notice provisions effective for all PHI that Ardent Counseling Center maintains. Ardent Counseling Center will provide you with a revised notice in person or by mail.