

HIPAA Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this notice carefully.

1. Understanding Your Protected Health Information (PHI)

When you visit us, a record is made of your symptoms, examinations, test results, diagnoses, treatment plan, and other mental health or medical information. Your record is the physical property of the health care provider. The information within belongs to you. Being aware of what is in your record will help you to make more informed decisions when authorizing disclosures to others. In using and disclosing your PHI, it is our objective to follow the Privacy Standards of the Federal Health Insurance Portability and Accountability Act (HIPAA) and requirement of state law.

2. Your Mental Health and/or Medical Record Serves as:

- A basis for planning your care and treatment.
- A means of communication among the health professionals who may contribute to your care.
- A legal document describing the care you received.
- A means by which you or a third-party payer can verify that services billed were actually provided.
- A source of information for public health officials charged with improving the health of the nation.
- A source of data for facility planning.
- A tool with which we can assess and continually work to improve the care we render and the outcomes we achieve.

3. Responsibilities of New Life Counseling, PC.

We are required to:

- Maintain the privacy of your PHI as required by law and provide you with notice of legal duties and privacy practices with respect to the PHI that we collect and maintain about you.
- Abide by the terms of this notice currently in effect. We have the right to change our notice of privacy practices and to make the new provisions effective for all protected health information that we maintain, including that obtained prior to the change. Should our information practices change, the new Notice will be available upon request, in our office, and on our website.
- Notify you if we are unable to agree to a requested restriction.
- Use or disclose your health information only with your authorization except as described in this notice.

4. Your Protected Health Information (PHI) Rights

You have the right to:

- Review and obtain a Paper or Electronic Copy of this notice of information practices and your health information upon request. You have the right get a paper copy of this notice, and you have the right to get a copy of this notice by e-mail. Even if you have agreed to receive this notice via e-mail, you also have the right to request a paper copy of it. A few exceptions apply. Copy charges may apply.
- Request and provide written authorization and permission to release PHI for purposes of outside treatment and health care. This authorization excludes psychotherapy notes and any audio/video tapes that may have been made with your permission for training purposes.
- Revoke your authorization in writing at any time to use, disclose, or restrict health information except to the extent that action has already been taken.

- Request a restriction on certain uses and disclosures of PHI, but we are not required to agree to the restriction request. You should address your restriction in writing to the Privacy Officer by asking for name of Privacy Officer, address, and phone. We will notify you within ten days if we cannot agree to the restriction.
- Request that we amend your health information by submitting a written request with reasons supporting the request to the Privacy Officer. We are not required to agree with the requested amendment.
- Obtain an accounting of disclosures of your health information for purposes other than treatment, payment, health care operations, and certain other activities for the past six years but not before October 1, 2018.
- Request confidential communications of your health information by alternative means or at alternatives locations.

5. Disclosures for Treatment, Payment, and Health Operations

New Life Counseling, PC will use your PHI, with your consent, in the following circumstances:

- **Treatment:** Information obtained by a nurse, physician, psychologist/counselor, dentist, or other member of your health care team will be recorded in your record and used to determine the management and coordination of treatment that will be provided for you.
- **Disclosure to others outside of the agency:** If you give us written authorization, you may revoke it in writing at any time, but that revocation will not affect any use or disclosures permitted by your authorization while it was in effect. We will not use or disclose your health information without your authorization, except to report a serious threat to the health or safety of a child and/or vulnerable adult.
- **For payment, if applicable:** We may send a bill to you or to your insurance carrier. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis to obtain reimbursement for your health care or to determine eligibility or coverage.
- **For health care operations:** Members of the mental health staff or members of the quality improvement team may use the information in your health record to assess the performance and operations of our services. This information will be used in an effort to continually improve the quality and effectiveness of the mental health care and services we provide.

5.1 Psychotherapy Notes

We keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:

- For our use in treating you.
- For our use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
- For our use in defending ourselves in legal proceedings instituted by you.
- For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
- Required by law and the use or disclosure is limited to the requirements of such law.
- Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
- Required by a coroner who is performing duties authorized by law.
- Required to help avert a serious threat to the health and safety of others.

We may use or disclose your PHI in the following situations without your authorization: as required by law, public health issues as required by law, communicable diseases, health oversight, abuse/neglect, Food and Drug Administration requirements, legal proceedings, law enforcement, coroners and organ donation, research, or workers' compensation. Under the law, we must make disclosures to you when required by the Secretary of the U.S. Department of Health and Human Services to investigate or determine our compliance with the requirements.

6. Exceptions to General Rule For Uses and Disclosures of Your PHI That May Be Made Without Your Consent, Authorization or Opportunity to Object

We may use or disclose your PHI in the following situations without your consent or authorization. These situations include:

6.1 Required By Law: We may use or disclose your PHI to the extent that Federal, State, or Local law require the use of disclosure. The use of disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, when required by law, of any such uses or disclosures.

6.2 Public Health: We may disclose your PHI for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your PHI, if directed by the public health authority, to a foreign government agency that is in collaboration with the public health authority.

6.3 Communicable Diseases: We may disclose your PHI, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

6.4 Health Oversight: We may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

6.5 Abuse or Neglect: We may disclose your PHI to a public health authority that is authorized by law to receive reports of abuse or neglect. In addition, we may disclose your PHI to government entities or agencies authorized to receive such information if we believe that you have been a victim of abuse or neglect. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

6.6 Serious Threat to Health or Safety: We may, consistent with applicable law and ethical standards or conduct, use or disclose your PHI if we believe, in good faith, that such use or disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health or safety of the public.

6.7 Food and Drug Administration: We may disclose your PHI to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations; to track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required.

6.8 Specialized Government Functions: We may disclose your PHI when it relates to specialized government functions such as military and veteran's activities, national security and intelligence activities, protective services for the President and medical suitability or determination of the Department of State.

6.9 Legal Proceedings: We may disclose PHI in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process.

6.10 Law Enforcement: We may also disclose PHI, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include 1) legal processes and otherwise required by law, 2) limited information requests for identification and location purposes, 3) suspicion that death or serious injury has occurred as a result of criminal conduct, 4) in the event that a crime occurs on the premises of New Hope, and 5) on the occurrence of a medical emergency when it is likely that a crime has occurred.

6.11 Workers' Compensation: We may disclose your PHI as authorized to comply with workers' compensation laws and other similar legally established programs.

6.12 Disaster Relief: We may use or disclose your PHI to an authorized public or private entity, such as the American Red Cross, to assist in disaster relief efforts and to coordinate notifications of your location with family or other individuals involved in your health care.

6.13. Required Uses and Disclosures: Under the law, we must make disclosures when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of the HIPAA Privacy Regulations and other Federal or State laws.

6.14. Coroners, Funeral Directors, and Organ Donation: We may disclose PHI to a coroner or medical examiner for identification purposes, determining cause of death, or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose your PHI to a funeral director, as authorized by law, in order to permit the funeral director to carry out his/her duties.

7. For more information or to Report a Problem

If you have questions and would like additional information, please ask your provider. They will provide you with additional information or put you in contact with the designated Privacy Officer. If you are concerned that your privacy rights have been violated or you disagree with a decision we have made about access to your health information, you may contact the Privacy Officer. We respect your right to privacy of your health information. There will be no retaliation in any way for filing a complaint with the Privacy Officer of our agency or the U.S. Department of Health and Human Services.

8. Payment and Insurance Reimbursement

You are fully responsible for all services rendered. Full payment is expected at the time of service unless other contractual arrangements are made. Please make all checks payable to "New Life Counseling." Please understand that payment of your bill is considered part of your treatment. You may choose to use private pay instead of insurance; if you choose private pay while covered under an insurance plan you must fill out a self-pay form before your session begins.

8.1 Private Pay (Self-Pay):

Clients are expected to pay the standard fee of the provider at the beginning of each session. Telephone conversations, report writing and reading of e-mails, consultation with other professionals, release of information, travel time, etc. will be charged at the published rates found on our chart of pricing on our website. Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments.

8.2 Insurance:

New Life Counseling will submit insurance forms and claims to contracted insurance companies for you. (Blue Cross/Wellmark, and any other insurance with whom your provider is credentialed). You are

responsible to call for pre-authorization and your coverage details. You are responsible to pay all co-pays, deductibles and non-covered charges at the beginning of each session unless other arrangements have been made. You are responsible for ALL non-covered charges and for charges incurred without prior pre-authorization from your insurance carrier.

If you have insurance that New Life Counseling or your provider is not contracted with, New Life Counseling can provide you the appropriate superbill, which you may file for yourself, upon request. You must pay all fees up front and your insurance will reimburse you.

NOTE: *You must be aware that submitting a mental health invoice or insurance claim, by either New Life Counseling or yourself, carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.*

8.3 Collections & Clawback Policy: New Life Counseling reserves the right to refer unpaid accounts that could not be charged to the credit card on file to an outside collection agency. Any outstanding patient balances that have not been resolved by the guarantor/patient within three months of notification will be sent to collections, for further collection follow-up. I understand that in the event the account is referred to a collection agency due to an outstanding patient balance, current and future appointments will be cancelled. I also understand that if my account is sent to a collection agency and/or small claims court, I will be responsible for any and all costs related to New Life Counseling pursuing collection efforts including but not limited to, attorney fees, collection agency fees, bank fees, and court costs. Sometimes, insurance will process claims incorrectly and may rectify those accounts at anytime. If the insurance company adjusts your claims, even after therapy has terminated, New Life Counseling reserves the right to collect the difference from you and pursue payment via the credit card on file and/or referral to a collection agency.

8.4 Subpoena/Court/Documentation Fees:

- Consultation with lawyers, including phone, e-mail, faxes, and copies of documents will incur double the fee as is charged by New Life Counseling in the office, per 15-minute increments or any part thereof. (examples include, but not limited to: Family Medical Leave Act (FMLA), disability filing, etc.).
- Court appearances, depositions, subpoenas, affidavits, case preparations, etc. will be charged at double the normal fee, plus expenses. If travel is necessary, it will include mileage reimbursement to and from the office. These charges are billed based on half hour increments, prorated with a minimum of two hours.
- If a copy of your file is requested, it must be in writing with your authorized signature.
- Standard notification time based on therapist schedules is two weeks' notice to provide written reports.

8.5 Cancellations/No Shows/Late Cancel/ Missed Appointments:

Please remember to cancel or reschedule 48 hours in advance. If you give 48 hours' notice to your provider that you do not plan to attend your scheduled appointment, you will be taken off the schedule without charge. All text and email cancelations are timestamped. However, without 48 hours' notice, or a "no show" for your appointment, you will be charged the \$75.00 session fee. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you will lose some of that session time to avoid running into other client's scheduled appointments.

NOTE: Since missed “no shows” cannot be billed to insurance, you are responsible to pay any service charges, including no show fees.

9. Out of Session Contact

If you need to contact your provider between sessions, please contact them by email, through your patient portal, or leave a message on our voice mail. The providers are often not immediately available; however, they will attempt to return your call within 48 hours.

New Life Counseling cannot fully ensure the confidentiality of any form of communication through electronic media, including text messages and email. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, we will do so. While we may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

In the event you need to contact your provider between sessions, 10 minutes per week is provided gratis. After 10 minutes, a charge, according to our published chart of current self-pay rates, will be assessed.

9.1 Electronic Communication

Please note that Face- to-face sessions are highly preferable to phone/audio sessions. However, in the event that you are out of time, sick or need additional support, phone sessions are available. Please note that most insurance companies do not cover phone/audio sessions, and you may be responsible for the full cost of the session. If a true emergency situation arises, please call 911 or seek help at any local emergency room.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of Iowa. Under the Iowa Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that:

(1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical

condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist

9.2 Artificial Intelligence

Use of Artificial Intelligence (AI): With the world moving towards using more AI, many of the programs or websites that we encounter use some form of AI. It is our promise as a clinic that we will always put confidentiality and patient privacy as our main priority. Your therapist may use AI to help generate treatment goals and session notes providing more personalized care. AI tools may also be used to suggest therapeutic interventions or resources. New Life Counseling does not use any AI sources during the session, so there will not be any recording during the session without prior consent. New Life Counseling will only use HIPPA compliant platforms. Your therapist remains responsible for the interpretation and application of all information provided by AI tools.

9.3 Social Media

Please be aware that it is the policy of New Life Counseling PC, in compliance with the American Mental Health Counselors Association (AMHCA), that our clinicians cannot and should not engage with you on their private social media accounts. Social Media accounts include but are not limited to, Facebook, Instagram, Twitter, blogs, YouTube, Snapchat, or TikTok. Your Clinician cannot accept a friend request or private message request from you on social media. Additionally, New Life Counseling PC clinicians commit to not searching for you on social media or search engines to protect your privacy.