

HIPAA NOTICE: Privacy Practices and Client Rights

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY AND ASK IF YOU HAVE QUESTIONS. KEEP FOR YOUR RECORDS.

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a federal program which requires that all medical records and other individually identifiable health information used or disclosed by Crescent Moon Counseling, LLC in any form, whether electronically, on paper, or orally, are kept confidential. This act gives you, the Client, significant rights to understand and control how your health information is used. HIPAA provides penalties for covered entities that misuse personal health information. In addition to HIPAA guidelines, there are many other federal, state, and professional guidelines and ethical standards that inform our policies and practices at Crescent Moon Counseling, LLC. This notice will specify laws pertaining to Wisconsin and Minnesota. Please inquire with your provider for more details with specific state laws. As required by HIPAA, Crescent Moon Counseling, LLC has prepared this explanation of how we are required to maintain the privacy of your Protected Health Information (PHI) and how we may use and disclose your treatment information. The terms, 'we, our, and us' refer to Crescent Moon Counseling, LLC, and the terms 'you and your' refer to our Clients. The terms 'provider and therapist' are used interchangeably.

HIPAA CONFIDENTIALITY STATEMENT: What is discussed in your appointments is classified by HIPAA Privacy Rule as private and confidential. While we are required to keep records of services provided, we are also required to safeguard this information. Crescent Moon Counseling, LLC will make every effort to safeguard your privacy and your rights. The information gathered directly from you or from others, with your permission and on your behalf, is used for the purpose of diagnosis, evaluation and implementing treatment goals. What you decide to share is voluntary and you are not required to release any information you are uncomfortable with. Private information can be communicated to others with your informed signed consent by completing an Authorization to the designated party. Under Law, your records are kept confidential and may not be released without your consent. Exceptions to this apply when required by law. This document will outline examples of such exceptions. Please note, the HIPAA Privacy Rule does not cover e-mail and such communication is not considered secure.

I. USES AND DISCLOSURES FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

Your provider may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your physical or mental health record, related health care services, or payment for health care services that could identify you. Information may be provided by you, created by us, or shared with us by related organizations.
- "Treatment, Payment, and Health Care Operations"
 - *Treatment* is when the therapist provides, coordinates, or manages your health care and other services related to your health care. An example of treatment would be when a therapist consults with another health care provider, such as your family physician or a psychologist. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.
 - *Payment* is when the therapist obtains reimbursement for your healthcare. Examples of payment are when the therapist discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of my 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 [office, clinic, practice group, etc.], such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of our [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

II. USES AND DISCLOSURES OF HEALTH INFORMATION

The therapist may use or disclose PHI without your consent or authorization to provide the best quality care. We safeguard your health information whenever we use or disclose it. We may use and disclose your health information as follows:

- **Treatment, Payment, and Health Care Operations:** When we bill for services, we can use and share your health information to bill and get payment from health plans or other entities, for example, we give information about you to your health insurance plan so it will pay for your services.

- **Abuse, Neglect, or Threat:** We may report any incident or knowledge of suspected neglect or abuse of a child (Child Protection Statutes); vulnerable adult (Vulnerable Adults Act); elderly adult (Elder Justice Act); disclosures of serious harm to another person's health or safety, in which your provider is required to notify the victim and report to legal authorities, or if harm to self by suicide is disclosed your provider must contact authorities and family of the Client (Duty to Warn & Protect); and duty to report prenatal exposure to drugs or excess & habitual use of alcohol or their derivatives.
- **Child Abuse or Neglect:** If the therapist knows or has reason to believe a child is being neglected or physically or sexually abused within the preceding three years, they must immediately report the information to the local welfare agency, police, or sheriff's department.
- **Adult and Domestic Abuse:** If the therapist has reason to believe that a vulnerable adult is being or has been maltreated, or if they have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the therapist must immediately report the information to the appropriate agency in this county. The therapist may also report the information to a law enforcement agency.
"Vulnerable adult" means a person who, regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction:
 - (i) that impairs the individual's ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and
 - (ii) because of the dysfunction or infirmity and the need for assistance, the individual has an impaired ability to protect the individual from maltreatment.
- **Serious Threat to Health or Safety:** If you communicate a specific, serious threat of physical violence against a specific, clearly identified, or identifiable potential victim, your therapist must make reasonable efforts to communicate this threat to the potential victim or to a law enforcement agency. The therapist must also do so if a member of your family or someone who knows you well has reason to believe you are capable of and will carry out the threat. The therapist also may disclose information about you necessary to protect you from a threat to commit suicide.
- **Health Oversight Activities:** We may disclose health information to government, auditing, accrediting, and licensing agencies for actions allowed or required by law. A state licensing board may subpoena records from your therapist if the records are relevant to an investigation they are conducting.
- **Medical Emergency:** We can only release your health records to health care facilities and providers outside our network without your consent if it is an emergency and you are unable to provide consent due to your condition or the nature of the emergency. In case of an emergency, we may disclose serious injury or concern of serious injury to your Emergency Contact.
- **Health Care Operations of a Receiving Covered Entity:** We may also share your health information with a provider in our network. For example, if a therapist were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your personal health information, which is otherwise confidential, to assist the clinician in diagnosis and treatment of your mental health condition. We can use and share your health information to run our practice, improve your care, and contact you when necessary. We are required to obtain your consent before we release your health records to another provider outside our network for their own health care operations.
- **Consultation and Coordination of Services** – Your therapist will participate in ongoing consultation among personnel and professional consultants (as appropriate), to aid in diagnosis, assessment, and treatment planning, and in facilitation of ongoing treatment, with professional supervision as required by law.
- **Appointment Reminders and Treatment Alternatives:** We may send you appointment reminders or tell you about treatments and health-related benefits or services that you may find helpful.
- **Research:** We may use or share your health information for research purposes as allowed by law or if you have given consent. You may ask us how to contact a researcher who received your health information for research purposes and the date on which it was disclosed. An example of research is comparing the mental health outcome of Clients who receive one form of therapy versus another form of therapy.
- **Fundraising:** We may contact you for fundraising efforts or events, but you have the right to opt out of these efforts and can tell us not to contact you again.
- **Death; Organ Donation:** We may disclose certain health information about a deceased person to the next of kin. We may also disclose information to a funeral director, coroner, medical examiner, law enforcement official, or organ donation agency.
- **Health Care Workplace Medical Surveillance/Injury/Illness:** If your employer is a health care provider, we may share health information required by state or federal law: for workplace medical surveillance activities, or about work-related illness or injury.
- **Public Health and Safety Issues:** We may disclose health information about you for public health purposes such as: reporting and controlling disease, notifying a person who may have been exposed to a disease or may be at risk of catching or spreading a

disease or condition, notifying of recalls, repairs, or replacements of products they may be using, reporting adverse events of surveillance related to food, medications or problems with health products, and reporting vital events such as births and deaths.

- **Law Enforcement:** We may disclose certain health information to law enforcement about a missing child, where there may have been a crime on our premises, or when there is a serious threat to the health or safety of another person or people.
- **Military Authorities/ National Security:** We may disclose health information to authorized people from the U.S. military, foreign military, and U.S. national security or protective services. We may disclose for specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
- **Legal Process:** We may disclose health information in response to a state or federal court order, legal orders, subpoenas, or other legal documents.
- **Judicial and Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services that your therapist has provided you and/or the records thereof, such information is privileged under state law and the therapist must not release this information without written authorization from you or your legally appointed representative, or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. Your therapist will inform you in advance if this is the case. We can share health information about you in response to a court or administrative order, or a subpoena.
- **Notice:** We are required to promptly notify you of a breach to your health information.
- **Health Records under State Law:** Wisconsin and Minnesota law generally requires your consent for disclosures of health records by other entities or providers for treatment purposes, unless the disclosure is to a related provider for current treatment, or if consent is not possible due to a medical emergency, or the release is authorized by the law.
- **Required by Other Laws:** We may use or disclose health information as required by other laws. For example: If the U.S. Department of Health and Human Services is leading an investigation and they want to see if we are complying with federal privacy law; to social services and other agencies or people allowed to receive information about certain injuries or health conditions for social service; health or law enforcement reasons; under worker's compensation or similar laws; laws pertaining to an unemancipated minor or a person who has a legal guardian or conservator regarding a pending abortion; laws for emancipated minors or a minor receiving confidential services, to prevent a serious threat to the health of the minor.
- **Information with additional protections:** Certain types of health information may have additional protection under federal or state law. For example, health information about HIV/AIDS, genetic testing, and organ tissue procurement organizations may be treated differently under certain state laws. Additionally, federally assisted alcohol and drug abuse programs are subject to certain special restriction on the use and disclosure of alcohol and drug treatment information. To the extent applicable, we would need to get your written permission before disclosing that information to others in many circumstances.
- **Misconduct:** To report misconduct of a mental health provider or other health care professional.
- **How else can we use or share your health information?** We are allowed or required to share your information in other ways and need to meet many conditions in the law before we can share your information. For more information see. www.hhs.gov/hipaa/for-individuals/index.html

III. USES AND DISCLOSURES REQUIRING YOUR AUTHORIZATION

If your therapist needs to use or disclose your PHI for purposes outside of treatment, payment, or health care operations the therapist will need an Authorization from you. An "Authorization" is written permission above and beyond the general consent that permits only specific disclosures.

You may revoke an Authorization at any time by notifying your us in writing. If you give written permission, you may withdraw it at any time by notifying us in writing. However, your decision to revoke the Authorization will not affect or undo any use or disclosure of your health information that occurred before you notified us of your decision or any actions that we have taken based upon your authorization. You may not revoke an authorization to the extent that (1) The therapist has relied on that authorization; or (2) if the authorization was obtained for insurance coverage, and the insurer the right to contest the claim under the policy.

- **Psychotherapy Notes.** Your provider does keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, which are special notes kept by mental health providers for their own use when treating a Client. These notes are not considered part of the formal clinic record and will not generally be disclosed within or outside of the clinic. Only in very special situations will the authorization (permission above and beyond general consent) for release of these more sensitive records be considered. For example, insurance companies are not permitted to request access to psychotherapy notes for billing purposes. Any use or disclosure of psychotherapy notes requires your Authorization unless the use or disclosure is: A. For use in treating you B. For use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy C. For the providers use to defend themselves in legal proceedings instituted by you D. For use by the Secretary of Health and Human Services to investigate our compliance with HIPAA E. Required by law and the use or disclosure

is limited to the requirements of such law F. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes G. Required by a coroner who is performing duties authorized by law H. Required to help avert a serious threat to the health and safety of others.

- **Marketing Purposes.** As a psychotherapist, your provider will not use or disclose your PHI for marketing purposes.
- **Sale of PHI.** As a psychotherapist, your provider will not sell your PHI in the regular course of business.

IV. CLIENT'S RIGHTS AND CLINICIAN'S DUTIES

- *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 me. On your request, your therapist will send your bills to another address.)
- *Right to Request Limits on Uses and Disclosures* – You have the right to ask your provider not to use or disclose certain PHI for treatment, payment, or health care operation purposes (TPO). However, the therapist is not required to agree to your request and can say ‘no’ if they believe it will affect your health care.
- *Right to Request Restrictions* – If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information. You have the right to request restrictions on disclosures of you PHI if it pertains solely to a health care item, or a health care service that you have paid for out-of-pocket in full. Minnesota law requires consent for disclosure of treatment, payment, or operations information.
- *Right to be Contacted Confidentially* – You have the right to ask us to contact you in a specific way (i.e., Home or office phone) or to send mail to a different address. We will say “yes” to all reasonable requests.
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy of PHI (excluding psychotherapy notes) in our mental health and billing records, for as long as the PHI is maintained in the record. The therapist may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, the therapist will discuss with you the details of the request and denial process. Alternatively, your therapist may provide you a summary of your records. If you agree to receive a summary, it will be sent within 30 business days of receiving your written request and may be subject to fees depending on state law.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. The therapist may deny your request, but we will tell you why in writing within 60 days. On your request, your therapist will discuss with you the details of the amendment process.
- *Right to an Accounting* – You have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization, for six years prior to the date you ask, who we shared it with, and why. On your request, we will discuss with you the details of the accounting process. We will include all the disclosures except for those about treatment, payment, healthcare operations and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable cost-based fee if you ask for another one within 12 months. Your provider will respond within 60 days of receiving the request.
- *Right to Paper Copy* – You have the right to see or obtain a paper copy of the notice, medical records, or other health information we have about you upon request, even if you have agreed to receive the notice electronically. We will provide a copy or a summary of your health information within a reasonable time. If you ask to see or receive a copy of your record for purposes of reviewing current medical care, we may not charge you a fee. If you request copies of your records of past care, or for certain appeals we may charge you specified fees according to state laws.
- *Right to a Good Faith Estimate* – You have a right to be informed of services and fees for service prior to receiving them.
- *The Right to Get a Paper or Electronic Copy of this Notice.* - 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.
- *The Right to Expect the Therapist Has Met the Minimal Qualifications of Training and Experience* – You have a right to expect your provider has met minimal qualifications of training and experience required by state law and to receive confirmation of their professional status. You may view public records of boards related to therapist credentialing information. You may obtain a copy of Rules of Conduct from the State Register and Public Division of the Dept of Administration.
- *The Right to Privacy and Confidentiality as Defined by Law.* To confidentiality of information provided or obtained during the therapy process, within the limits of the law.
- *The Right to be Treated with Respect, Dignity, Consideration, And to Be Free from Discrimination* – You have a right to fair treatment, respect, dignity, and consideration, and to be free from discrimination of any type from your provider.
- *The Right to Discuss with Your Therapist Any Concerns or Questions-* You have a right to discuss concerns about your therapy experience with your provider.

- *The Right to Obtain an Additional Opinion*- You have the right to an additional opinion about the problem which brought you to therapy and about preferences you might have for working with a different therapist.
- *The Right to Stop Counseling* – You have the right to self-terminate therapy at any point.
- *The Right to Obtain a Referral* – You have the right to request a referral to other appropriate services or providers.
- *To Withdraw Informed Consent* – You have the right to withdraw informed consent at any time by providing a written statement.
- *Right to file a Complaint*- You have the right to file a complaint if you feel your rights are violated. To report any grievances about a therapist to the therapist’s supervisor and/or licensing board to which the therapist belongs. You can contact Ashley Ramm, LPC, ATR-BC, Crescent Moon Counseling, LLC, 715-952-9072 You may also file a complaint with the Office for Civil Rights U.S. Department of Health and Human Services by sending a letter to 233 N. Michigan Ave., Suite 240 Chicago, IL 60601or visit <https://www.hhs.gov/ocr/complaints/index.html>. We will not retaliate against you for filing a complaint.

V. OUTPATIENT MENTAL HEALTH RIGHTS OF MINORS AND DEPENDENTS

We at Crescent Moon Counseling, LLC follow state laws for both Wisconsin and Minnesota with the rights of minors and dependents. When the Client is a minor privacy right belong to the parent/guardian. Parents have the right to access information about their dependent/minors unless releasing such information is determined by the therapist to be harmful to the minor. Minor Clients can request in writing, that information not be disclosed to parents. Per your request we can provide additional information on WI and MN state laws regarding your rights, or you may access information from our website www.crescentmooncounselingllc.com Please discuss age-related rights with your therapist.

- **Outpatient Mental Health Rights of Minors in Wisconsin:** The rights of Minors and Dependents are protected by the state of Wisconsin and a signed informed consent for outpatient mental health treatment is required by both the parent/guardian for anyone under 18 years of age. If the Client is 14 years of age or older, they must sign consent for outpatient mental health treatment. Minors over age 14, have a right to prompt and adequate treatment, the right to refuse mental health treatment until a court orders it, the right to be told about their treatment and care, the right to participate in the planning of their treatment and care, the right to decision making, the right to fair treatment, the right to view records, the right to release their own mental health records, and the Client or guardian must be informed of any costs that may be incurred for treatment. If a Client is younger than 14, they have personal rights and may view mental health records with the presence of a parent or guardian. Per your request we can provide additional information on WI state law regarding the rights of minors.
- **Outpatient Mental Health Rights of Minors in Minnesota:** Signed informed consent is required by the parent/guardian of a minor under the age of 18, but not from the minor Client. Minors under age 18, do have the right to be knowledgeable about informed consent of diagnostic information, nature and purpose of treatment, probability that treatment will be successful, feasible treatment alternatives, can make a voluntary choice among the alternatives, and prognosis if treatment is not given.
- **Parent/Guardian Custody & Marital Status:** To legally authorize mental health treatment for a minor/dependent, one must have either sole or joint legal custody. If you are separated or divorced from the other parent of your child, please notify us immediately. We will ask you to provide a copy of the most recent custody/divorce decree that outlines custody rights of you and the other parent, or otherwise demonstrates that you have the right to authorize treatment. Crescent Moon Counseling, LLC requests documentation to protect the Client and ensure HIPAA compliance.

VI. OUR RESPONSIBILITIES

We at Crescent Moon Counseling, LLC are committed to the professional ethics of the American Counseling Association, Art Therapy Credentials Board, and the American Art Therapy Association. We follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and your information cannot be disclosed without written consent via an Authorization for Release of Information. We follow laws and statutes of the states of Wisconsin and Minnesota. We follow Privacy Practices, inform of Client Rights, Informed Consent, and Transfer Plans through written documentation. Every Client will be treated with dignity and respect. We are required by law to maintain the privacy and security of your protected health information. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind. We maintain treatment records, as required legally and ethically. We maintain Client records in file folders, kept in locked file cabinets, and are destroyed by shredding after they have been held as required by law (and not less than seven years after Client discharge).

Crescent Moon Counseling, LLC also maintains records on computer, through an electronic health record, respecting legal and ethical privacy guidelines. For more information on HIPAA visit:

<https://www.hhs.gov/hipaa/for-individuals/mental-health/index.html>

VII. Effective Date, Restrictions and Changes to Privacy Policy

Crescent Moon Counseling, LLC reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that are maintained. This notice will be available upon request and on our website www.crescentmooncounselingllc.com

Notice Effective 12/01/2023

HIPAA Privacy Officer

Ashley Ramm, LPC, ATR-BC

715-952-9072