

PARTICIPANT CONFIDENTIALITY AGREEMENT

Confidentiality in Therapy

Before you tell anyone about yourself, you have the right to know what information can and cannot be kept confidential. Please read this and initial each item only if you understand and agree to the conditions described. If there is anything you don't understand, your counselor will explain it in more detail.

Throughout the remainder of this document, the term 'therapist' shall also be descriptive of the assigned counselor by the Christian Counseling Center, LLC (CCC).

General Extent and Limits of Confidentiality

The laws and ethics governing therapy require that therapists keep all information about clients confidential except for certain types of information and situations. Those exceptions are:

1. **Client's desire:** If you want your therapist or this agency to give information about your case to anyone outside this agency, you must sign a Release of Information giving written permission for this disclosure.

Acknowledgment: I understand that if I want my therapist or this agency to give information about my case to any outside person or agency, I must sign a Release of Information

Initials:

2. Safety:

a. Risk of self-harm: If your words or behavior convince your therapist that you are likely to harm yourself, either deliberately or because you are unable to keep yourself safe, your therapist must do whatever he or she can to prevent you from being harmed. This means the therapist must take action up to and including hospitalizing you with or without your consent. If this situation comes up, your therapist will discuss it with you before taking action unless it appears that this would be unsafe or immediate action is needed to keep you from being harmed.

b. Risk of harm to others: If you threaten serious harm to another person, your therapist must try to protect that person. He or she would report your threat to the police, warn the threatened person, and try to prevent you from carrying out your threat. If this situation comes up, your therapist will discuss it with you before taking action unless it appears that this would be unsafe or immediate action is needed to keep you from acting on your threat.

Acknowledgment: I understand that if my therapist believes there is a serious risk that I will hurt or kill myself or another person, my therapist is legally required to report this, warn the endangered person if someone other than myself, and take whatever action seems needed in his or her professional judgment to prevent harm to myself or others.

Initials:

c. Emergencies: In an emergency when your health or your life is endangered your therapist must provide medical personnel or other professionals any information about you that is needed to protect your life, but only information that is needed for that purpose. If possible your therapist would discuss it with you and get your permission first. If not, he or she would talk with you about it afterward.

Acknowledgment: I understand that in an emergency when my health or life is in danger, my therapist must give other professionals any information about me that is needed to protect my life.

Initials:

3. **Abuse:** If your therapist obtains information leading him or her to believe or suspect that someone is abusing a child, a senior citizen, or a disabled person, the therapist must report this to a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. The therapist cannot investigate and decide whether abuse is taking place: if the suspicion is there, the therapist must report it. The state agency will investigate. If you are involved in a situation of this kind, you should discuss it with a lawyer before telling your therapist anything about it unless you are willing to have the therapist make such a report. If this situation comes up, your therapist will discuss it with you if possible before making a report.

Acknowledgment: I understand that if my therapist believes or suspects that a child, a senior citizen, or a disabled person is being abused or neglected, my therapist must report this to a state agency who will then investigate the situation.

Initials:

4. **Therapy of children, families, and couples:**

a. Children and adolescents: It is the policy of this agency, when a therapist treats children and adolescents, to ask their parents or guardians to agree that most details of what their children or adolescents tell the therapist will be treated as confidential. However, parents or guardians do have the right to general information about how therapy is going. The therapist may also have to tell parents or guardians about information if their children or others are in any danger. If this situation comes up, the therapist will discuss it with the child or adolescent first before talking to the parents or guardians.

Acknowledgment: I understand that if my child or adolescent is in therapy, the therapist will give me as the parent or guardian only general information about therapy, except that the therapist will tell me if he or she finds out from my child or adolescent that they or others are in danger.

Initials:

b. Families: At the start of family therapy all participants must have a clear understanding of any limits on confidentiality that may exist. The family must also specify which members of the family must sign Release of Information forms if necessary for the records of family therapy.

Acknowledgment: I understand that in family therapy, all members of the family must understand the limits of confidentiality and must agree on which family members will have the power to sign Release of Information forms authorizing disclosure of information about the family's history or treatment.

Initials:

c. Couples: If one member of a couple tells a therapist something the other member does not know, and not knowing this could harm him or her, the therapist cannot promise to keep it confidential from the other person. If this occurs the therapist will discuss it with you before doing anything else.

Acknowledgment: I understand that if I am in couple's therapy and tell the therapist something my partner does not know, and not knowing this could harm my partner, the therapist and this agency cannot promise to keep that information confidential from my partner.

Initials:

Initials:

5. **Group therapy:** In group therapy, the other members of the group are not therapists and, therefore, are not bound by the ethical rules and laws governing therapists. To avoid problems in this area, it is this agency's policy to ask all members of therapy groups to agree to protect one another's confidentiality, and to remove from the group any member who does violate another member's confidentiality. Still, this agency cannot be responsible for such disclosures by other clients, and it may be better for you to discuss information you feel must be legally protected in an individual session with your therapist than in a therapy group session.

Acknowledgment: I understand that in group therapy I do not have the same degree of confidentiality in group therapy sessions that I have in individual sessions with my therapist, and that other group members are not therapists and are not bound by the ethical rules and laws governing therapists. I agree to place myself in the hands of those around me and share what I need to share, freely, openly, and honestly. I will not share information shared within this group outside of the group.

Initials:

6. **Professional consultation:** Your therapist may consult with a clinical supervisor or another colleague about your treatment. The other therapist must give you the same confidentiality as your therapist. If this fellow therapist is employed at this agency, no written authorization from you is required. If your therapist discusses your case with a professional outside this agency, such as a therapist who treated you in the past, he or she must get your written permission (a Release of Information form) first. If another professional asks your therapist for information about you during or after your treatment, your therapist cannot provide any information unless that other professional provides a Release of Information which you have signed authorizing your therapist to provide that information.

Acknowledgment: I understand that my therapist may discuss my history and treatment with other therapists for professional purposes, and that if these other therapists are not employed at this same agency my therapist must get my specific written permission in advance.

Initials:

7. **Legal proceedings:** If a judge orders your therapist to provide information about your history or your treatment, the therapist must do so.

Acknowledgment: I understand that if ordered by a judge, my therapist must give the court whatever information about my case the judge rules to be necessary.

Initials:

8. **Debt collections:** If you fail to pay for services as agreed, and other methods of resolving the problem fail, this agency may have to use a collection agency or other legal means to collect the fees you owe. The only information the agency would disclose for this purpose would be your name and address, the dates you received services, and the amount of your unpaid balance. Additional fees for these services may incur if used.

Acknowledgment: I understand that if I fail to meet my financial obligation to this agency and it becomes necessary to use legal means to collect my fees, the agency may disclose my name, address, dates of services, and balance due for this purpose.

Initials:

9. **Recording therapy:** This agency will not record therapy sessions on audiotape or videotape without your written permission. If you give permission for such recording, you have the right to know who will see or hear the recording, for what purpose(s) it will be used, and when it will be erased or destroyed.

Acknowledgment: I understand that my therapy will not be recorded on audiotape or videotape without my written permission.

Initials:

10. **Referring agencies and conditions of treatment:** If you have been involuntarily referred for treatment by a court or a government agency such as a probation department or Child Protective Services, your treatment may include requirements that you comply with conditions including reporting of information about your therapy to the agency that referred you for treatment, or reporting to that agency if you appear to have violated laws regarding substance abuse or agency rules regarding satisfactory participation in this program. If such reporting requirements exist, your therapist will tell you about them before you start therapy, and will notify you when making any such required reports.

Acknowledgment: I understand that if I have been involuntarily referred for treatment by a court or government agency, the conditions of my therapy may include mandatory reporting to the referring authority about my therapy and/or any violations I commit of laws regarding substance abuse or of agency rules regarding my conduct while in this program.

Initials:

11. **Independent disclosure by client:** Any information that you share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

Acknowledgment: I understand that if I myself willingly and publicly disclose information about my therapy, that information is no longer confidential or legally protected.

Initials:

Our signatures here show that we have read, understand, and agree to the conditions presented above.

Client Name(s): _____ **Date:** _____

Signature: _____

Parent/Guardian Name: _____ **Date:** _____

Signature: _____

Notice of Privacy Policy

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

What is 'Medical Information'...?

The term 'medical information' is synonymous with the terms 'personal health information' and 'protected health information' for purposes of this Notice. It essentially means any individually identifiable health information (either directly or indirectly identifiable), whether oral or recorded in any form or medium, that is created or received by a health care provider (Christian Counseling Center, LLC), health plan, or others and (2) relates to the past, present, or future physical or mental health or condition of an individual (you); the provision of health care (e.g., mental health) to an individual (you); or the past, present, or future payment for the provision of health care to an individual (you).

Christian Counseling Center, LLC hereafter referred to as 'CCC' is a mental health care agency. CCC creates and maintains treatment records that contain individually identifiable health information about you. These records are generally referred to as 'medical records' or 'mental health records,' and this notice, among other things, concerns the privacy and confidentiality of those records and the information contained herein.

Uses and Disclosures Without Your Authorization – For Treatment, Payment, or Health Care Operations:

Federal privacy rules (regulations) allow health care providers (us) who have a direct treatment relationship with the patient (you) to use or disclose the patient's personal health information, without the patient's written authorization, to carry out the health care provider's own treatment, payment, or health care operations. CCC or its employees, providers or agents may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your consent.

An example of a use or disclosure for treatment purposes: If your therapist decides to consult with another licensed health care provider about your condition, your therapist would be permitted to use and disclose your personal information, which is otherwise confidential, in order to assist us in the diagnosis or treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard, because physicians and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word 'treatment' includes, among other things, the coordination and management of health care among health care providers or by health care provider with a third party, consultations between health care providers, and referrals of a patient for health care from one health care provider to another.

Another example of a use or disclosure for payment purposes: If your health plan requests a copy of your health records, or a portion thereof, in order to determine whether or not payment is warranted under the terms of your policy or contract. CCC is permitted to use and disclose your personal health information.

An example of a use or disclosure for health care operations purposes: If your health plan decides to audit CCC in order to review your provider's competence and performance, or to detect possible fraud or abuse, your mental health records may be used or disclosed for those purposes.

PLEASE NOTE: CCC may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. Your prior written authorization is not required for such contact.

Other Uses and Disclosures Without Your Authorization:

CCC may be required or permitted to disclose your personal health information (e.g., your mental health records) without your written authorization. The following circumstances are examples of when such disclosures may or will be made:

1. if disclosure is compelled by a court pursuant to an order of that court;
2. if disclosure is compelled by a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;
3. if disclosure is compelled by a party to a proceeding before a court or administrative agency pursuant to a subpoena, subpoena for mental health records, notice to appear, or any provision authorizing discovery in a proceeding before a court or administrative agency;
4. if disclosure is compelled by a board, commission, or administrative agency pursuant to an investigative subpoena issued pursuant to its lawful authority;
5. if disclosure is compelled by an arbitrator or arbitration panel, when arbitration is lawfully requested by either party, pursuant to a subpoena for mental health records, or any other provision authorizing discovery in a proceeding before an arbitrator or arbitration panel;
6. if disclosure is compelled by a search warrant lawfully issued to a governmental law enforcement agency;
7. if disclosure is compelled by the patient or the patient's representative by corresponding federal statutes or regulations (e.g., the federal 'Privacy Rule', which requires this Notice);
8. if disclosure is compelled or by the Nevada Child Abuse and Neglect Reporting Law (for example, if we have a reasonable suspicion of child abuse or neglect);
9. if disclosure is compelled by the Nevada Elder/Dependent Adult Abuse Reporting Law (for example, if we have a reasonable suspicion of elder abuse or dependent adult abuse);
10. if disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or to the person or property of others, and if we determine that disclosure is necessary to prevent the threatened danger;
11. if disclosure is compelled or permitted by the fact that you tell us of a serious threat (imminent) of physical violence to be committed by you against a reasonably identifiable victim or victims;
12. if disclosure is compelled or permitted, in the event of your death, to the coroner in order to determine the cause of your death;
13. as indicated above, CCC is permitted to contact you without your prior authorization to provide appointment reminders or information about alternatives or other health-related benefits and services that may be of interest to you. You may inform CCC of the means (e.g., telephone, letter, email, fax) you may be contacted;
14. if disclosure is required or permitted to a health oversight agency for oversight activities authorized by law, including but limited to, audits, criminal or civil investigations, or licensure or disciplinary actions;
15. if disclosure is compelled by the U.S. Secretary of Health and Human Services to investigate or determine our compliance with privacy requirements under the federal regulations (the 'Privacy Rule');
16. if disclosure is otherwise specifically required by law.

PLEASE NOTE: The above list is not an exhaustive list, but informs you of most circumstances when disclosures without your written authorization may be made. Other uses and disclosures will generally (but not always) be made only with your written authorization, even though federal privacy regulations or state law may allow additional uses or disclosures without your written authorization. Uses or disclosures made with your written authorization will be limited in scope to the information specified in the authorization form, which must identify the information 'in a specific and meaningful fashion.' You may revoke your written authorization at any time, provided that the revocation is in writing and except to the extent that we have taken action in reliance on your written authorization. Your right to revoke an authorization is also limited if the authorization was obtained as a condition of obtaining insurance coverage for you. If Nevada law protects your confidentiality or privacy more than the federal 'Privacy Rule' does, or if Nevada law gives you greater rights than the federal rule does with respect to access to your records, CCC will abide by Nevada law. In general, uses or disclosures by CCC of your personal health information (without your authorization) will be limited to the minimum necessary to accomplish the intended purpose of the use or disclosure. Similarly, when CCC requests your personal health information from another health care provider, health plan or health care clearinghouse, CCC will make an effort to limit the information requested to the minimum necessary to

accomplish the intended purpose of the request. As mentioned above, in the section dealing with uses or disclosures for treatment purposes, the 'minimum necessary' standard does not apply to disclosures to or requests by a health care provider for treatment purposes because health care providers need complete access to information in order to provide quality care.

Your Rights Regarding Protected Health Information

1. You have the right to request restrictions on certain uses and disclosures of protected health information about you, such as those necessary to carry out treatment, payment, or health care operations. CCC is not required to agree to your requested restriction. If CCC does agree, we will maintain a written record of the agreed upon restriction;
2. You have the right to receive confidential communications of protected health information from us by alternative means or an alternative location;
3. You have the right to inspect and copy protected health information about you by making a specific request to do so in writing. This right to inspect and copy is not absolute – in other words, we are permitted to deny access for specified reasons. For instance, you do not have this right of access with respect to our 'psychotherapy notes.' The term 'psychotherapy notes' means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical (includes mental health) record. The term excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date;
4. You have the right to amend protected health information in our records by making a request to do so in a writing that provides a reason to support the requested amendment. This right to amend is not absolute – in other words, we are permitted to deny the requested amendment for specified reasons. You also have the right, subject to limitations, to provide us with a written addendum with respect to any item or statement in your records that you believe to be incorrect or incomplete and to have the addendum become a part of your record;
5. You have the right to receive an accounting from us of the disclosures of protected health information made by me in the six years prior to the date on which the accounting is requested. As with other rights, this right is not absolute. In other words, we are permitted to deny the request for specified reasons. For instance, we do not have to account for disclosures made in order to carry out treatment, payment or health care operations. We also do not have to account for disclosures of protected health information that are made with your written authorization, since you have a right to receive a copy of any such authorization you might sign;
6. You have the right to obtain a paper copy of this notice from me upon request.

PLEASE NOTE: In order to avoid confusion or misunderstanding, we ask that if you wish to exercise any of the rights enumerated above, that you put your request in writing and deliver or send the writing to the Privacy Officer of this practice mentioned at the end of this document. If you wish to learn more detailed information about any of the above rights, or their limitations, please let the privacy officer know.

Complaints:

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with CCC, please contact the Privacy Officer listed below. You will not be penalized for filing a complaint.

Privacy Officer:

Rev. Randy P. Blizzard
2723 E. Russell Road
Las Vegas, NV 89120
(702) 248-4547

This notice first became effective March 1, 2008.