

Notice of Privacy Practices and Practice Policies - for informational purposes

*If you choose to enter into a therapeutic relationship with me, you will be provided with these documents again and asked to confirm receipt and agreement through the client portal. *

KEREN HOLT COUNSELING, PLLC
4501 15th Ave. S. Ste 103 Seattle, WA 98108
Tel. (206)496-1207

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on 11/15/2021.

NOTICE OF PRIVACY PRACTICES

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

I. MY PLEDGE REGARDING HEALTH INFORMATION:

I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

General Record-Keeping

I keep a confidential, electronic record of therapy in a HIPAA-compliant, cloud-based Electronic Health Records (EHR) system, produced and maintained by Simple Practice. Through our Business Associate Agreement, Simple Practice is required by federal law to protect these records from unauthorized use or disclosure and to train their staff on the proper maintenance of confidential records to prevent misuse or unauthorized disclosure of these records. Simple Practice also keeps a log of my transactions with the system for different purposes, including maintaining the integrity of the records and allowing for security audits. You can read more

about their security practices here: <https://www.simplepractice.com/security>. I keep a confidential, electronic record of therapy for a minimum of 7 years after working together.

I employ my own security measures to protect the devices I use to access these records, including firewalls, and passwords to protect my computer, and thus the records, from unauthorized access. Even with these security measures in place, the security of records cannot be guaranteed.

You have the right to access or obtain a copy or summary of your record. If I believe that the written material will have a serious negative impact if revealed, I may ask to forward the material to an appropriate person, designated by you. If I am seeing you as a couple together, both adults have a right to access the record, and both adults must sign a release to share information with other professionals.

I do not make any video or audio recordings of our session, and ask that you also do not make any video or audio recordings of our sessions without prior discussion and mutual consent.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

Washington State laws and the Social Work Code of Ethics require me to keep everything you discuss in therapy in the strictest of confidence, unless you sign a release for me to disclose information. At times, I may consult with professional colleagues to enhance the clinical services I provide, but will present material for consultation in a way that protects your identifying information. If I run into you in the community, confidentiality means I will not acknowledge that I know you unless you do so first.

There are certain situations in which we are required by law to reveal information obtained during therapy without your permission. These situations are rare, but you deserve to be informed of the possibility in advance. Whenever possible, I make every effort to talk with you before I need to break confidentiality. Limits to confidentiality include:

1. You express your planned intention of harming yourself, or your emotional/mental state is observed by me to put you at risk. This may involve contacting your family, emergency contact, or other appropriate community agencies or emergency services without your authorization.
2. Imminent risk of harm to another. If you indicate to me that you seriously intend to harm someone, I may be required to take action to attempt to prevent the harm from occurring by alerting authorities and/or warning the person who is being threatened.
3. I am obligated by law to report past or present abuse or neglect of a child under 18, person with disabilities, or elderly person to the appropriate state agency.
4. Health insurance companies for billing. Insurance companies require some personal and clinical information about you in order to process a claim or authorize additional sessions.
5. If you are involved in a court proceeding (for example, a child custody case) a court order or subpoena would compel me to provide information or testify. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

6. If a client files a complaint or a lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. **Psychotherapy Notes.** I do keep “psychotherapy notes,” and any use or disclosure of such notes requires your Authorization unless the use or disclosure is for one of the reasons listed above.
2. **Marketing Purposes.** As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
3. **Sale of PHI.** As a psychotherapist, I will not sell your PHI in the regular course of my business.

IV. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. **The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say “no” if I believe it would affect your health care.
2. **The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.** You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. **The Right to Choose How I Send PHI to You.** You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
4. **The Right to See and Get Copies of Your PHI.** Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
5. **The Right to Get a List of the Disclosures I Have Made.** You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
6. **The Right to Correct or Update Your PHI.** If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
7. **The Right to Get a Paper or Electronic Copy of this Notice.** You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail.

And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS

Our sessions are by appointment only, and at this time, are telehealth only. I reserve a block of time for our work together. If you need to cancel an appointment, please contact me as soon as possible. If you cancel with less than 24 hours notice or don't show up for an appointment, you will be charged \$100 for the missed appointment.

BILLING/INSURANCE

I charge \$175 for a 60-minute intake session, and \$150 for 50-minute follow-up sessions. Session fees are due the day of your appointment. When you complete the intake paperwork, you will be asked to provide credit card information to be kept on file. This card will be billed automatically at the end of the day in which your session occurred. I provide monthly statements via the client portal. I am not currently billing insurance, however I am happy to provide you with a superbill for you to submit to your insurance company to see if they will provide out-of-network reimbursement.

TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voicemail at tel#206-496-1207 or send a message through the client portal. I am often not immediately available; however, I will attempt to return your call or message within 24 hours. If a mental health emergency situation arises, please call 911 or go to any local emergency room.

EMERGENCY COMMUNICATION

If you experience a mental health emergency, please go to your nearest hospital emergency room as soon as possible, call 911, or call the King County Crisis Connections 24-hour hotline at 866-427-4747, or the Snohomish County Crisis Line at (425) 388-7215. Please also leave me a voicemail message to notify me of the emergency. Since I am an independent practitioner, I am unable to provide 24-hour response to crises. If we anticipate that urgent or emergency situations will arise in our work together, I will help you develop a safety plan that includes resources and action steps specific to your situation. If you live in a different county, we will identify your local mental health crisis provider, medical emergency providers, and other safety precautions.

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (LinkedIn, Instagram, Facebook, etc...). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy, and may also blur the boundaries of our therapeutic relationship. It's possible that I will maintain a professional profile on social media sites to share information, relevant media articles, or other resources. Please be aware that if you comment, like, share, or engage with me on those pages, you may be identifying yourself as a client and compromising your confidentiality. If you have questions about this, please bring them to our session and we can talk further.

ELECTRONIC COMMUNICATION

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I 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.

Please be aware that internet communications, including email, website contact forms, and text messages are not secure, and I am unable to guarantee the absolute security of your personal information via these methods. I do utilize a secure client portal through my Electronic Health Records (EHR) system, Simple Practice, which offers encryption. If you choose to use unsecured email, website forms, SMS text messages to communicate with me, I will assume that you are choosing and authorizing communication via those means.

Also, please note that if you use your work, school, or organizational email address to communicate with me, your employer, school, or organization may access our email communications. Additionally, people with access to your computer, mobile phone, tablet, or other devices, may also have access to your email and/or text messages (for example, a shared tablet that syncs your text messages from your mobile phone). Please take a moment to contemplate the risks involved if any of these persons were to access the messages we exchange with each other.

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 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 situational observations of clinically or therapeutically potentially relevant issues that they may be able to observe when meeting in person. 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 to the therapist.

MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

If I have not heard from you and you do not have an appointment scheduled for 4 consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

Please let me know if you have any questions about these policies. I look forward to working with you.