



Your Personal Information with Clearwater Counseling, PLLC

Please read this notice describing how I handle information about you in compliance with state and federal law, and describing your access to this information.

I. General Consent

With your signature on the Psychotherapy Agreement (or forms via SimplePractice), you give Becca Kwon, PLLC DBA Clearwater Counseling, PLLC your general consent for treatment, which includes your permission for Clearwater Counseling, PLLC to *use or disclose information* about you for the purposes of *payment, treatment and operations*.

Definitions whenever the following terms are used in this disclosure:

Information means information Clearwater Counseling, PLLC keeps that could identify you.

Treatment means when Clearwater Counseling, PLLC provides, coordinates or manages your care. This includes activities such as consulting with your physician or another treatment professional. If your therapist chooses to consult with a colleague regarding your case, we do not reveal your identity and will note these consultations in your record.

Payment means when Clearwater Counseling, PLLC discloses your information to obtain reimbursement, such as to your health insurer to determine coverage for payment.

Operations refers to the activities of operating this practice and business-related matters. Our billing company may have limited access to your information and has been trained about protecting your privacy.

Use means using your information only within this office.

Disclose means providing your information to others outside of this office.

Record refers to the file of all the information Clearwater Counseling, PLLC keeps for managing your therapy except for *psychotherapy notes*. Examples include the intake paperwork, billing and insurance documents, a diagnosis and goals for treatment.

Psychotherapy Notes refers to notes your therapist may have made about conversations for her own use in your treatment. Your therapist will keep these notes separate from your record and under greater protection.

II. Authorization

An *authorization* is your signed, written permission which permits only specific disclosures above and beyond the general consent. When your therapist is asked for information for purposes outside of payment, treatment or operations, she will obtain an authorization before releasing this information from your record or from her psychotherapy notes. You may revoke an authorization at any time, provided your revocation is in writing. However, you may not revoke an authorization to the extent that (1) Clearwater Counseling, PLLC has relied on it; or (2) it was obtained as a condition for insurance coverage and law gives the insurer the right to contest the claim. Insurance companies may request information from your record, but not from psychotherapy notes without your consent.

III. Uses and Disclosures Without Consent or Authorization

Clearwater Counseling, PLLC may use or disclose your information without your consent or authorization in the following circumstances:

Child Abuse. Your therapist is required to report to the appropriate authorities when she has reasonable grounds to believe that a minor is or has been the victim of neglect or physical and/or sexual abuse.

Adult and Domestic Abuse. If your therapist has the responsibility for the care of an incapacitated or vulnerable adult, she is required to report to authorities when she has a reasonable basis to believe that abuse or neglect has occurred or that exploitation of the adult's property has occurred.

Judicial and Administrative Proceedings. If you are involved in a court proceeding and a request is made for records and/or information about our work together, such information is privileged under state law and Clearwater Counseling, PLLC will not release it without your written authorization, or that of your legally appointed representative, or a court order. If a client files a complaint or lawsuit against Clearwater Counseling, PLLC or any of its representatives or employees, Clearwater Counseling, PLLC may disclose relevant information in order to engage in a proper defense.

Serious Threat to Health or Safety. If you communicate to your therapist an explicit threat of imminent serious physical harm or health to a clearly identifiable victim(s) and she believes you have the intent and ability to carry out such a threat, she has a duty to take reasonable

precautions to prevent the harm from occurring. This may include disclosing information to the potential victim and/or to the police and to initiate the appropriate hospitalization procedures. If your therapist believes that there is an imminent risk that you will inflict serious harm on yourself, she may disclose information in order to protect you.

Worker's Compensation. Clearwater Counseling, PLLC may disclose your information as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs that provide benefits for work-related injuries or illnesses.

IV. Your Rights and My Duties

Your right to request restrictions on my uses and disclosures of your information. However, Clearwater Counseling, PLLC is not required to agree to it.

Your right to request and receive confidential information by alternative means and locations. For example, if you want your bill sent to another address so that a family member will not know that you're a client of Clearwater Counseling, PLLC.

Your right to inspect or receive a copy of your record as long as Clearwater Counseling, PLLC is keeping one. There are some circumstances under which this may be denied, and in some cases you may have the denial reviewed. If you'd like, your therapist will discuss these details with you.

Your right to request to see your therapist's psychotherapy notes. However, she is not obligated to agree to it.

Your right to request a change to your record as long as Clearwater Counseling, PLLC is keeping one. Clearwater Counseling, PLLC may deny this request. If you'd like, your therapist will discuss these details with you.

Your right to receive documentation of disclosures of your information. If you'd like, your therapist will discuss these details with you.

Your right to receive paper copies of this notice and any of our agreements.

Your right to fully discuss with your therapist any questions or concerns you have regarding confidentiality and your personal information.

My duty by law to maintain the privacy of your information and to provide this notice of my policies and procedures for doing so.

My duty to abide by these terms regarding your information. Clearwater Counseling, PLLC does have the right to change privacy policies if we notify you.

My duty that if Clearwater Counseling, PLLC should revise the information policies and procedures to provide you a revised notice. Your therapist will do this at one of your regular appointments or by mail.

V. Complaints

If you are concerned that Clearwater Counseling, PLLC has violated your privacy rights, or you disagree with your therapist's decision about access to your record, please let your therapist know. If you feel unsatisfied with our resolution or want further input you may contact the Montana Board of Behavioral Health. Your therapist can provide you with the contact information upon request.

VI. Minors and Parents

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's record. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they give up their access. If they agree, during treatment Clearwater Counseling, PLLC will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Clearwater Counseling, PLLC will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless your therapist feels that the child is in danger or presents a danger to someone else. In that case, your therapist will notify the parent(s) of their concern. Before giving parents any information, your therapist will discuss the matter with the child, if possible, and do their best to handle objections that he/she may have.

VII. Minimum Necessary Requirement

Under circumstances of disclosure of your information Clearwater Counseling, PLLC will make every effort to release only the minimum information about you that is necessary for the requested purpose. Be aware that your contract with your health insurance company requires that Clearwater Counseling, PLLC provide it with information about you, including a clinical diagnosis. Sometimes Clearwater Counseling, PLLC is required to provide treatment plans, summaries, or the entire record. This information will become part of the insurance company's file. Clearwater Counseling, PLLC has no controller your information once they have it. Your therapist will provide you with a copy of any report submitted if you request it. Your insurance company cannot require access to your therapist's psychotherapy notes as a condition of coverage.

VII. Record Storage, access and Disposition

While you are an active client, your record and your therapist's psychotherapy notes are kept on a secure digital drive and/or locked storage. Once you are inactive as a client, these records

are transferred to a secure digital drive and archived. The records will be maintained and securely stored for seven years from the date of and last actively as a client. After seven years, your record and your therapist's psychotherapy notes will be destroyed and/or erased.

If you wish to access your record or you require information from your record, contact Clearwater Counseling, PLLC. If you do not know how to locate Clearwater Counseling, PLLC, information for contact or an alternate Custodian of Records is on file with the Montana Board of Behavioral Health, 301 South Park, 4th Floor, PO Box 200513, Helena, MT 59620-0513, 406-841-2305.

IX. Effective Date

This notice was revised and is in effect as of May 1, 2024.

Becca Kwon, PLLC DBA Clearwater Counseling, PLLC