



Andrea Morganstein, LPC LLC

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This document contains information required by federal and state law.

Client Information and Consent to Treatment/Evaluation

Welcome to the mental health practice of Andrea Morganstein, LPC, LLC (AM). This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. I can discuss any questions you have at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have 1) taken action in reliance on it; 2) if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or 3) you have not satisfied any financial obligations you have incurred.

BEHAVIORAL HEALTH SERVICES

Investment of time, commitment, and mutual respect. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the problems you are experiencing. There are many different methods I may use to deal with the problems you hope to address. Psychotherapy is a partnership that I enter into with a sense of mutual respect between. Setting aside time for our work and making good use of it is one way that I will be demonstrating respect for one another. It calls for an active effort on both of our parts. In order for therapy to be most successful, you will have to work on things we talk about during our sessions and at home.

I understand that your hard-earned money is paying for our sessions and that you are taking time out of your busy life to invest in the work that we do to improve upon your current life situation. I will do my best to be prepared to make productive use of our time together and to check in with you to ensure that we are focusing on the issues that you feel to be most important. If we agree upon a “homework” assignment for you to do, it is because we’ve decided together that it will assist you to develop a skill that will be helpful or to create more insight into the struggles that you are currently facing. Giving priority to completing your homework, even if it’s not a success, will keep your treatment moving forward as much as possible.

Psychotherapy can have benefits and risks. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and reductions in feelings of distress, but there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. **By the end of the evaluation, I will be able to offer you some initial impressions of what your treatment will include and an initial treatment plan, if you decide to continue with therapy.** In some cases, particularly with children, the initial evaluation will take several sessions. You should consider this information along with your own assessment about whether I am a person with whom you feel comfortable working. If you have questions about your treatment, diagnosis, or sessions, you should discuss them with me whenever they arise.

APPOINTMENTS

Initial sessions run approximately **75 minutes**. After that, **ongoing sessions** are **45 minutes** long. I do tend to take more time with the initial visit. **60-minute** sessions are available, if you prefer, but some insurance plans don’t cover it. I set aside your appointment time specifically for you and do my best to take you into the therapy space on time. There are times when I may run behind due to another client’s emergency or emotional distress. Please know that this is a courtesy that I will also extend to you as well, should the need arise.

Because this time could have been available to another person, I will expect you to keep any appointment you make unless an emergency occurs or you give 24 hours notice. **Please refer to the Financial Policy agreement for our financial policies** for details regarding missed appointment/late cancellation fees.

CONTACTING ME

I maintain a phone number/voice mail system that is available to take your messages 24 hours a day. In most cases, non-urgent messages can be left on voice mail and will be picked up and returned within a few hours during daytime office hours.

EMAIL/TEXT COMMUNICATIONS

Encrypted/secure email and texting options, for routine communication about appointments and other matters, is available. **If you communicate with me via email or text, please be aware that privacy and security are a complex issue and it is possible to still send information in an “insecure” manner.** I cannot guarantee that emails will be received in a timely manner or monitored frequently. I recommend that you take precautions to protect the confidentiality of email, such as safeguarding your computer password and maintaining current recommended security features on your electronic devices.

Do not use email or texts for emergency communications.

Please refer to the Communications Policy for further details.

Emails and text messages (not including general practice information) will be part of your medical record. I will not release your email address to 3rd parties unless you consent for me to do so. Please refer to our Notice of Privacy Practices (HIPAA notice) for information as to permitted uses of your health information and your rights regarding privacy matters. Clients will receive emails about information on general practice news, groups, seminars, workshops, and satisfaction surveys if interest is indicated on their client questionnaire.

EMERGENCIES

Your therapist (or, in the event of time off, a colleague outside of the practice bound by the same ethics of confidentiality) will monitor voicemail messages for urgent matters. If you are experiencing an urgent situation, and can wait for a return call from your therapist or the covering colleague, leave a detailed, confidential voicemail message and a therapist will return your call as soon as possible, no later than 10:00 am on the next business day. If possible, and when appropriate, some calls will be returned during evenings and weekends.

If you are having any difficulty getting through to me, or are unable to wait for a return call, or are in need of immediate attention, please go the nearest emergency room or call 911.

If you block anonymous calls, please turn off such blocking while you wait for a return call as I often return calls from confidential telephone numbers. **Do not use email or texts for emergency communications.**

CONFIDENTIALITY AND POSSIBLE EXCEPTIONS

The law protects the privacy of all communications between a client and a licensed mental health professional. This is very important because you need to feel that the therapy space is a safe place for you to talk honestly about things that can often be hard to talk about. The reason we have HIPAA laws is because the federal government knows that my professional, ethical duty to keep your information private is crucial to you being able to use our time well. What's the point of coming to therapy if you don't feel that you can be honest? Therefore, in most situations, I can only release information about your treatment to others if you sign a written Authorization form (that meets certain legal requirements imposed by HIPAA).

There are other situations that require only that you provide written, advance consent. **Your signature on this Agreement provides consent for those activities, as follows:**

- We may occasionally find it helpful to **consult other health and mental health professionals** about a case. During a consultation, I take every effort to avoid revealing the identity of any client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- When I take some **time off, arrangements will be made for a similarly licensed clinician to monitor voicemail for urgent matters** so that they can provide brief phone consultations, when necessary. It will be your choice whether you decide to make use of this option. There may be times when I think it would be wise to prepare the covering

colleague that you may need to call. In that case, your therapist will provide some of your information with the covering colleague in advance so that they can be as helpful as possible to you, should you need them.

- **I also have contracts** with Hushmail (an email provider), Spruce Health (a phone and texting service), and other vendors. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract. Again, only necessary information is shared.
- Disclosures required by health insurers are discussed elsewhere in this agreement.

The HIPAA Notice spells out situations where I am required to release information even without your consent. There are some situations in addition to those included in the Notice where I am permitted or required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend ourselves.
- *If I believe you are a danger to yourself or others, I will do whatever I need to do to protect you and others, including contacting your family, emergency services, or the police.*
- *If I have reason to suspect, on the basis of our professional judgment, that a child is or has been abused, I am required to report our suspicions to the authority or government agency vested to conduct child abuse investigations.* (Please see the HIPAA Notice for more details.)

Based on Act 147, passed by the Pennsylvania state legislature in 2005, it is Andrea Morganstein, LPC, LLC's policy that minors aged 14 – 17 control consents to release information, except that parents/legal guardians can consent to release of records to a primary care physician or current mental health provider if I believe it is in the minor's best interest. **Parents/legal guardians have the right to: information necessary for providing consent, including symptoms, conditions to be treated, medications, other treatments, risks, benefits, and expected results.**

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you read the HIPAA notice and I discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not attorneys. In situations where specific advice is required, legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our professions require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in the presence of your therapist so the contents can be discussed. Clients will be charged an appropriate fee for any time spent in preparing information requests, and for the records themselves.

If more than one person is seen in a session, both must consent to any release of the record.

INSURANCE REIMBURSEMENT

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Your health insurance company is required by state and federal law to maintain the privacy and security of any information I share with them. If you have questions about what your health insurance company does with the information that is disclosed to them, you may contact them to request a copy of their Notice of Privacy Practices. Increasingly, billing is electronic, rather than dependent on paper claim forms. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

ADDITIONAL CONSENT TO TREAT A MINOR

Therapy is most effective when a trusting relationship exists between therapist and client. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a “zone of privacy” so they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will acknowledge that I will provide your child with age-appropriate privacy and confidentiality.

It is our policy to provide you with general information about treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will not share with you what your child has disclosed without your child’s consent. I will tell you if your child does not attend sessions. I will share general information such as issues discussed, progress made, and what other areas are likely to require intervention in the future. The details will vary with the age of your child and the specific situation—your therapist will clarify these issues in the initial session(s). If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Some of these behaviors may be minor problems, but at other times they may require parental intervention. Feel free to discuss with your therapist any concerns you have about how these issues will be addressed. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you.

The following is specific to potential custody or other legal disputes:

“I am aware that requesting the release of treatment plans, notes or reports in custody disputes, or subpoenaing testimony about any of the content of my child’s treatment, interferes with the therapy relationship and jeopardizes any gains made in psychotherapy. Therapists must be able to be neutral in family legal conflicts to be helpful. I agree that the role of Andrea Morganstein, LPC, LLC (AM) is limited to providing treatment and that I will not involve AM in legal disputes, especially a dispute concerning custody, custody arrangements, visitation, etc. Therefore, I knowingly and freely waive my right to request the release of information to myself or my attorney or any other Officer of the Court for such disputes. I agree to instruct my attorneys not to subpoena AM or its staff, or to refer in any court filings to what AM staff has said or done. Except for records of attendance and billing, I understand that release of clinically significant information shall be by Court Order, signed by a duly appointed Judge.

If I share legal custody of my child and both parents consent to treatment and I decide to withdraw my consent against the other parent’s wishes, I agree to 4 termination sessions if AM staff believes it is in my child’s best interest.

AM will continue to release records to your child’s physician for treatment purposes with the consent of one parent. If there is a court appointed evaluator in a custody dispute, and if appropriate releases are signed by both parents and a court order is provided, AM will provide general information about the child which will not include recommendations concerning custody or custody arrangements. If for any reason, AM staff are required to appear as a witness or speak to a custody evaluator or judge, time spent preparing reports, traveling, reviewing files, or other case-related costs will be charged at a non-insurance based rate to the party responsible.”



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FINANCIAL POLICY

Thank you for choosing me as your behavioral health provider. I am committed to providing you with quality care. I provide this written policy to answer questions that you may have regarding my charges and fees. Please read it, ask me any questions you may have, and sign in the space provided. A copy will be provided to you upon request.

- 1. Payment in full is expected at each visit.**
- 2. Insurance.** I do not participate in any insurance plans, which means that I am an out-of-network provider. If your insurance policy includes out-of-network benefits, it is possible that you could be eligible for reimbursement from the insurance company of a portion of your payment to me. **Knowing your insurance benefits is your responsibility.** Any discussion that we may have about your insurance is based upon my general knowledge but is not a guarantee about what your insurance company will do.
- 3. Covered & Non-covered Services.** Be aware that some, and perhaps all, of the services you receive may be non-covered or not considered reasonable or necessary by your insurance company. **I encourage you to ask your insurance company specifically about the billing codes below so that you will know if they are covered and, if so, at what rate.** The billing codes listed below are the ones that can be used in my practice. Those marked with an asterisk are the most frequently used.

CPT ("Billing") Code	Service Description	Phone and/or Video Sessions
90791	Diagnostic Interview (Intake)	Not Available (N/A)
90832	30 min. Psychotherapy with Patient (16-37 min)	N/A
* 90834	45 min. Psychotherapy with Patient (38-52 min)	Many insurance companies do <u>not</u> cover phone or video sessions.
* 90837	60 min. Psychotherapy with Patient (53 min+)	
90785	Add-On Code for Complexity (non-family, play therapy)	N/A
90846	Family Psychotherapy without Patient	N/A
* 90847	Family Psychotherapy with Patient	N/A
90839	Crisis (1st 60 mins, 30-74 min)	N/A
90853	Group Session	N/A
90840	Add-On Code for Crisis (each additional 30 mins)	N/A

- 4. Claims Submission. I do not submit insurance claims.** Your insurance benefit is a contract between you and your insurance company; I am not party to that contract. Sometimes, insurance companies will reimburse for out-of-network providers and require that you submit a special receipt, typically referred to as a "Super Bill" to document the session and your payment. This is something that I am happy to provide upon request.
- 5. Maximizing your Benefit.** If you inform me which billing codes your insurance company will reimburse for, I am happy to make sure to include all codes that represent an accurate description of our session. This will ensure that you are submitting for the maximum benefit that you are entitled to, as per your contract with your insurance company. For example, some companies will only allow for reimbursement of 90834, regardless of whether or not it was a play therapy session. Whereas, some companies will reimburse for 90834 and 90785 together when it's a play therapy session, and pay out more money because of the extra code.

6. **Good Faith Estimate Notice.** You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost. Under the law, health care providers need to give patients who don’t have insurance or who are not using insurance an estimate of the bill for medical items and services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees. Make sure I, your health care provider, give you a Good Faith Estimate in writing at least 1 business day before your medical service or item. You can also ask me, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit <http://www.cms.gov/nosurprises> or call me at 610-314-0799.
7. **Telemental Health.** In addition to offering reimbursement for in-office visits, some insurance companies are starting to offer reimbursement for phone and/or video sessions. I offer these services in special circumstances and only when I think it will be successful clinically. Additionally, as per my licensing requirements, I can only offer these services if you are physically located in the state of Pennsylvania. **If you request a telemental health session, it is your responsibility to know whether your insurance company will reimburse for this service.**
8. **Missed Payment.** On the rare occasion that you accidentally are unable to provide payment at the time of service, this must be rectified prior to or at the start of the next session. At that time you will be responsible for both the missed payment as well as the payment for the current session.
9. **Non-payment and Collections.** If your account is over **30** days past due, you will receive a letter stating that you have **14** days to pay your account in full. Partial payments will not be accepted unless otherwise negotiated. Please be aware that if a balance remains unpaid for 60 days, my policy is to refer your account to IC System, a National Collection Agency authorized to credit report all outstanding debts to the four major National Credit Agencies, litigate in a court of law (other legal fees may apply), charge a service fee of \$30, and charge additional collection fees.
10. **Additional Cost of Collection Services.** Invoices shall be deemed to be accepted by you unless Andrea Morganstein, LPC, LLC is notified in writing within 14 days of the invoice being issued that you dispute the amount of the invoice. In the event of non-payment, Andrea Morganstein, LPC, LLC may in addition to the invoice amount charge:
 - (i) Interest on any outstanding amounts from the due date calculated at the statutory penalty rate of 6%.
 - (ii) Legal and debt collection fees incurred by Andrea Morganstein, LPC, LLC in relation to recovery of outstanding amounts.

If any part of your account with Andrea Morganstein, LPC, LLC falls into arrears then the totality of that account whether or not in arrears shall become immediately due and payable.

11. **Cancellations/Missed appointments.** In addition to the fact that I love my job, it is also how I earn my living. If you provide me with advanced notice that you can’t make your session, I will have an opportunity to try to fill the slot with another client. Therefore, I ask that you phone, text, or email (available 24 hours/day) with any cancellations as far in advance as possible. Furthermore, if I am unable to make our appointment for any reason, I will call you ASAP to let you know and reschedule.

In the case of severe weather, or an emergency (e.g., car accident, death in family, ER visit), **or sudden contagious illness** (e.g. vomiting, diarrhea) a late cancellation fee will not be charged, but I do request you call ASAP to let me know that you are ok and will not be coming so I won’t be awaiting your arrival.

I totally understand that things may come up and you may need to reschedule your appointment from time to time. People get sick, work gets busy, etc. My late cancellation charges are designed to offer some flexibility, detailed in the table below. These charges are your responsibility and billed directly to you. Please help me to serve you better by keeping your regularly scheduled appointment or call 24 hours prior to your appointment.

Late Cancellation Fee Schedule	
1 st time cancellation with less than 24 hours notice OR no call to cancel at all	Waived fee
2 nd time cancellation with less than 24 hours notice	One third of your 45-min session fee (\$25 minimum)
3 rd time cancellation with less than 24 hours notice	Two thirds of your 45-min session fee (\$50 minimum)
2 nd time or more without any call to cancel OR 4 th time or more cancellation with less than 24 hrs.	Full 45-min session fee (\$75 minimum)
** NOTE: If you have a job that will affect your ability to make your appointment from time to time, please let me know ASAP to see what special arrangements can be made. **	

10. Other charges.

Charge	Rate	Minimum Charge
(i) Returned check charge Please note: Payment to make up for a returned check must be made by credit card or in cash. Once that is paid, you may continue to use checks, if you wish, but I will no longer accept checks as payment after a second returned check occurs.	\$50	N/A
(ii) Completing forms (disability, life insurance, etc.)	\$50 per 15 mins	\$50
(iii) Copying records for 3rd party as allowable by current state law	See 54 Pa.B. 7968 and 42 Pa.C.S. §§ 6152, 6152.1 and 6155	\$29.19
(iv) Preparation of letters	\$50 per 15 mins	\$50

My practice is committed to providing the best treatment to my clients. My prices are representative of the usual and customary charges for our area. Thank you for understanding my payment policy. Please let me know if you have any questions or concerns.



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COMMUNICATIONS POLICY:

In reflection of contemporary, widely used forms of communication in our modern lives, I have decided to make texting and emailing, in addition to phone contact, available to my clients, as a part of my practice. Below are details regarding these various methods of reaching me, should you choose to do so, and when each method would be ideal, as well as when to skip me and just go to the ER.

**** Do not text or email for any emergency issues. ****

**** I cannot guarantee that I will see/have access to email or texts at the time you send them. ****

1. In cases of immediate risk, call 911 or proceed to the nearest emergency room. ONLY CONTACT ME WHEN IT IS CONVENIENT AS YOU ARE ON YOUR WAY TO, OR HAVE ARRIVED AT, THE ER.
2. For urgent matters, you can try texting me or call me on my work number, 610-314-0799, and leave me a confidential voicemail message. If you send/leave your message during business hours, I will strive to get back to you ASAP within that business day. During non-business hours, I may or may not be available to the phone. I will return your call within the first few hours of the next business day. If I am away, I will make arrangements for a colleague to monitor my calls in my absence. DO NOT EMAIL ME IN THIS CASE.
3. For non-emergency issues please call/leave me a voicemail at my phone, 610-314-0799, OR, if you have signed a release form regarding the use of texts or email (andrea@andreasideas.com), you may try to reach me by those methods. I monitor my phone during weekday business hours and the evenings that I'm in the office. On days off and weekends, I will check this number at least two times a day. I do not monitor email or texts messages when I have taken a "day off." In that case, please leave me a message and I will get back to you upon my return.

Electronic Communications

How we can use texting:

- I find that most people prefer to use texting when scheduling, canceling, rescheduling, or confirming appointments.
- Realistically, it is the method of contacting me that is likely to get the quickest response, though I do monitor my email and voicemail with close to the same frequency.

How we can use email:

- I can send you copies of forms or links to things on the internet that we have discussed in session.
- I can send receipts and bills.
- We can schedule, cancel, and reschedule appointments.
- You can use this as a way to record some of your thoughts and send them off to me for us to discuss at your next session.

Per my state licensure guidelines as well as the policies of this practice, Andrea Morganstein, LPC, LLC, **I am required to print all emails and texts that are sent or received and include them in the confidential chart that is maintained in your name here in the office.**

Please be aware that use of email, unless it is done within therapy time, is not a service that you can receive reimbursement from an insurance company for. I offer this as a light supplement to the work that we do and, primarily, as a tool that YOU can use as we work together. I will strive to keep the amount of time that I spend on email to a minimum. My goal is to read your email within a day or two and send a short response back to you, so that you know that I have read it. We can then discuss it further at your next appointment.

Other Forms of Contact

Social Media:

Per the ethical guidelines of my profession and the state licensing board, **we can't have contact over social media such as Facebook or Twitter**. This is because it blurs the boundary between a professional relationship and a personal one. Such "Dual Relationships" have been found to be problematic for clients and can negatively affect you and the work that we do.

Seeing Me in the Community:

Additionally, because of professional ethical requirements regarding protecting your confidentiality, it is my policy, should we encounter each other in public, to **not acknowledge knowing you unless you signal to me that you are comfortable with my doing so**. If you would like to approach me, I would happily welcome that and will follow your lead, but I would also understand if you don't want to be in the position to explain who I am.

COMMUNICATIONS POLICY: The Nerdy Details

Phone & Texting Details

My practice, Andrea Morganstein, LPC, utilizes a phone system that is provided through a company called **Spruce**. Spruce is a company that uses the internet to provide both phone and text options for my phone number. I have selected Spruce because they can deliver their services in an encrypted/secure manner that meets current HIPAA standards, and they have signed a business associates agreement with me certifying that they will do so, with one notable exception, texting.

- Is talking with me on my phone confidential/secure? **YES**
- Is leaving me a voicemail on my phone confidential/secure? **YES**
- Is sending or receiving texts with me confidential/secure? **MAYBE**
 - **YES** if you are texting me directly using the Spruce app.
 - **NO** if you are texting me using your phones text message app.
 - One reason is, unless otherwise noted, all data that passes through the a typical cell phone company's servers do so in an **unencrypted** manner (like a postcard through the mail). These servers DO NOT meet HIPAA guidelines to insure your privacy. In other words, it is technically possible that employees of other internet companies or phone companies could look at the text messages that go through their servers, or for this data to be intercepted at other points within the internet, depending upon the type of text message service you are using.
 - Additionally, the messages are potentially insecure if you allow someone else to use your phone, your phone is not protected by a password and someone else has access to it or it is stolen, or if you receive notifications that show up on your phone's lock screen where anyone could read them.
- Finally, you should ask yourself whether you have a private space to read and respond to text messages.

Email Details

(READ THIS IF YOU THINK YOU MIGHT BE INTERESTED IN UTILIZING EMAIL AS A METHOD OF COMMUNICATION.)

- Think about a regular email as being like a postcard that is sent in the mail. It is possible for people, the ones who are responsible for the delivery of this postcard/message, to read the contents as the message passes through their care. Encrypted email is like putting that postcard into a box with a special combination lock and only the sender and the receiver know what the combination is.
- I have a signed contract with **Hushmail** for an email service that meets HIPAA standards as being reasonably secure, if used in specific ways.
- The email contents cannot be read by anyone besides the sender and the receiver of the email, **provided that the sender and receiver's passwords are kept secure and**
 - **the email exchange is between two Hushmail accounts** (this is when the postcard is being sent through the internet inside of a combination lock box and the users' hushmail phone app knows the secret combination)

- **OR the email exchange is between a Hushmail account and the Hushmail Web Interface** (this is when the postcard is stored in a combination lock box online and waiting for a person with the right password to go onto the Hushmail website to open it)
- Though it is not necessary to have a Hushmail account, if you should choose to create one, they are available in two forms: free & subscription. I have no financial connection to Hushmail (besides my own subscription) and will not benefit financially in any way should you choose to purchase a subscription, though you probably won't find that to be necessary.
- Note that, **should you reply to me in any other way** (besides having a Hushmail account or using Hushmail's online web interface) **it is NOT confidential**. Replying to me via your regular email is definitely NOT confidential, as it is sent through insecure parts of the internet like a postcard. However, it is up to you about whether you reply to me in this way (or at all).
- Other things you should factor into your own sense of privacy is:
 - Whether you are the exclusive user of the computer or phone that you view and/or write your emails on.
 - If anyone else has your email password.
 - If you are using a work email (employers can monitor email traffic in their own systems).
- Participation in an email exchange with me is **completely optional**. I am happy to provide therapy without using any form of electronic communication. I am offering this service for either your convenience or for therapeutic purposes but **participation is strictly voluntary**.

Hushmail's "Threat Index", published on it's [website](#) as of the review of this document.

Threat	Protected?
Attacker is listening to your Internet connection	✓
Attacker gets access to email stored on the server	✓
Attacker obtains data from the server's databases	✓
Attacker compromises webserver after you have accessed your email	⚠*
Attacker controls webserver while you are accessing your email	✗
Attacker has access to your computer after you have accessed your email	✓
Attacker has access to your computer before you access your email (and can install programs such as key loggers)	✗

⚠* there is a chance some sensitive data could remain in memory on the server

How to Access Your Email From the Link You Receive

When I send you an email, it will be stored online on Hushmail's website. Hushmail will then send you a notification email with instructions for getting to their website so that you can view and reply to my email. When you click on this link, you will be prompted to create a passphrase. Please make a note of this as you will be able to use it again, for future emails. After you create your passphrase, you will then be prompted to answer the security question that we have previously discussed, to ensure that only you can read the email that I have sent you.

**If you have any questions about the information in the document,
I am happy to discuss them with you.**



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This document is required by the federal Health Insurance Portability & Accountability Act.

HIPAA Privacy Notice

Notice of Andrea Morganstein, LPC, LLC's Policies and Practices to Protect the Privacy of Your Health Information

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

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We 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 health record that could identify you.
- "*Treatment, Payment and Health Care Operations*"
 - *Treatment* is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. This may include an electronic clearing house used to bill electronically and a technology company to help us manage our computer systems.
 - *Health Care Operations* are activities that relate to the performance and operation of our 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. This may include an answering service, shredding company, and financial services.
- "*Use*" applies only to activities within Andrea Morganstein, LPC, LLC (AM) such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "*Disclosure*" applies to activities outside of my AM, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "*authorization*" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. You must sign an authorization for releases that are not mentioned in this Privacy Notice in Section III below. You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or 2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

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III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If we have reason to suspect, on the basis of our professional judgment, that a child is or has been abused, we are required to report our suspicions to the authority or government agency vested to conduct child abuse investigations. We are required to make such reports even if we do not see the child in our professional capacity. We are mandated to report suspected child abuse if anyone aged 14 or older tells us that he or she committed child abuse, even if the victim is no longer in danger. We are also mandated to report suspected child abuse if anyone tells us that he or she knows of any child who is currently being abused.
- **Certain adolescent sexual relationships:** We also must report it when adolescents less than 13 years of age engage in sexual activity or when adolescents less than 16 years of age engage in consensual sexual activity with someone more than four years older.
- **Adult and Domestic Abuse:** If we have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), we may report such to the local agency which provides protective services.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services we provided you or the records thereof, such information is privileged under state law, and we will not release the information without your written consent, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If you express a serious threat, or intent to kill or seriously injure yourself or an identified or readily identifiable person or group of people, and we determine that you are likely to carry out the threat, we must take reasonable measures to prevent harm. Reasonable measures may include directly advising any potential victim of the threat or intent, contacting the police, contacting your family member(s), or seeking hospitalization. These situations rarely occur, but if they do, we will make every effort to fully discuss it with you before taking action.
- **Worker's Compensation:** If you file a worker's compensation claim, we will be required to file periodic reports with your employer which shall include, where pertinent, history, diagnosis, treatment, and prognosis.
- **Governmental Notification:** When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law: This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as Health and Human Services or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. Patient's Rights and AM's Duties

Patient's Rights:

- **Right to Request Restrictions** — You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
- **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 us. Upon your request, we will send your bills to another address.)

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- **Right to Inspect and Copy** — You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.
- **Right to Amend** — You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- **Right to an Accounting** — You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we will discuss with you the details of the accounting process.
- **Right to a Paper Copy** — You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.
- **Right to Request Records in an Electronic Format**- You have a right to receive a copy of your PHI in an electronic format if it is readily producible and to the extent possible, or (through a written authorization) designate a third party who may receive such information.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket (Self-Pay)**- You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for our services.
- **Right to be Notified if There is a Breach of Your Unsecured PHI**- You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your P1-11; (b) that PHI has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your PHI has been compromised. See Breach Notification section below for more information on breach of information and risk assessment.

Andrea Morganstein, LPC, LLC's (AM's) Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will post a notice of the revision in the waiting room and notify you at your next appointment.

Breach Notification:

- If we become aware of or suspect a breach, as defined in Section 1 of the breach notification Overview (see Attachment A), we will conduct a Risk Assessment, as outlined in Section 2.A of the Overview. We will keep a written record of that Risk Assessment.
- Unless we determine that there is a low probability of that PHI has been compromised, we will give notice of the breach as described in Sections 2.B and 2.0 of the breach notification Overview.
- The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, we will provide any required notice to patients and Health and Human Services.
- With any breach, particularly one that requires notice, we will reassess its privacy and security practices to determine what changes should be made to prevent the reoccurrence of such breaches.

V. Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact Andrea Morganstein, at 610-314-0799, or by fax at 610-601-5999 or by mail at this address. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions and Changes to Privacy Policy: June 8, 2017