

Notice of Privacy Practices for Child Clients

I am legally and ethically obligated to maintain a treatment record of care and services provided to clients. The following is written in accordance with Health Insurance Portability and Accountability Act (HIPAA) federal law in conjunction with the United States Constitution, California state law, and the American Psychological Association ethical guidelines. This form explains how your protected health information (PHI) can be utilized or disclosed. ("Protected health information" refers to information pertaining to a client's mental health condition, provision of services, and payments.) This form also includes information about how to access your PHI. Please review the following carefully.

Client Privacy-Related Rights

- **Right of Notice**
You are to be provided with a written and electronic copy of this form ("Notice of Privacy Practices"). Should you like another copy at any point in the future, please inform me and I will provide one accordingly.
- **Right to Request Restrictions**
You and your child have the right to request restrictions to the use and disclosure of PHI. I am obligated to meet these requests when considered reasonable.
- **Right to Receive Confidential Communications**
You have the right to request that bills be mailed to an address other than your home address. You may also request that I not contact your home phone.
- **Right to Access Records**
California law requires that treatment records be maintained over the entire extent of active treatment in addition to at least seven years from the date a minor turns 18-years-old. Per the American Psychological Association record-keeping standards, records must be maintained for seven years past the last date of service delivery, or three years after the minor reaches the age of the majority (whichever is later). According to California law, you have the right to inspect treatment records within five days after I receive a written request from you. I must provide you with copies of treatment records within fifteen days after I have received a written request from you per California law. Records cannot be withheld due to unpaid bills per California law. I charge \$0.20 per page when providing copies. HIPAA denotes that clients do **not** have the right to inspect or obtain copies of psychotherapy notes. California law permits me to offer you a treatment summary, which is to be completed within ten days of the offer being accepted by you. Should extenuating circumstances exist, you will be informed and the summary will be delivered within thirty days. **Access to records can be denied if your child is legally authorized to obtain treatment by his or herself, or if I determine that access may result in adverse or detrimental effects on the client-therapist relationship or your child's physical/emotional well-being.** If

a court order mandates the release of records, or you provide written consent to authorize the release of records to the California Board of Psychology, I will provide records within fifteen days.

- **Right of Amendment**
You have the right to request amendments to PHI. This request can be denied if I determine that the alteration would make the PHI less accurate. Regardless, a record can never be expunged.
- **Right of Accounting**
You have the right to receive a list of all PHI disclosures within the past six years. This list must include information pertaining to the date of disclosure, whom the information was disclosed to, and a description of what information was disclosed as well as the rationale. Your written authorization may be utilized instead of such accounting procedure.
- **Right to Revoke Written Authorizations**
You have the right to revoke written authorizations at anytime. The authorization will cease to be effective on the date of notification except to the extent action has already been taken in reliance upon it. The revocation will be honored unless contact with a third party is considered an exception to privacy or privilege (such as child abuse, danger to self or other, etc.).
- **Right to Hold Privilege**
"Privilege" refers to a client's right to maintain confidential communications from being disclosed in a legal proceeding. A client is typically the holder of privilege, and may therefore, claim privilege during legal proceedings. However, if a client lacks legal capacity (such as a non-emancipated or non-self-sufficient minor), the guardian or conservator is the holder of privilege. In the event that a client dies, the client's personal representative is the holder of privilege. Regardless of who may be the holder of privilege, he/she has the right to authorize any person to similarly claim privilege.
- **Minor Right to Assent to Treatment**
If your child lacks legal capacity (such as a non-emancipated or non-self-sufficient minor), I must still provide your child with an explanation of services and seek their assent (as opposed to consent) in developmentally-appropriate language. Ethically, I must also consider their wishes and best interests throughout the course of treatment.
- **Minor Welfare**
I am ethically and legally obligated to protect your child's rights and welfare even when consent from a legal guardian is not mandated (such as child abuse reporting) or not permitted by law (such as with emancipated minors).
- **Minor Right to Consent to Treatment**
Your child is legally allowed to seek out and receive outpatient mental health services without parental consent if he/she is at least 12-years-old and mature enough to participate in treatment according to the Health and Safety Code. You should be included in treatment unless your

involvement is considered inappropriate (due to considerations such as client safety) per the Family Code, and Health and Safety Code. In the event that your child is 12 years of age or older and is seeking services related to his/her alleged rape, I am not permitted to inform you. You are not responsible for service payments unless you have consented and/or participated in treatment.

- **Emancipated Minor Rights**
If your child is an emancipated minor, he/she is treated as an adult with regard to confidentiality, privilege, and consent to treatment.
- **Right to File a Complaint**
You and your child have the right to contact the California Board of Psychology at anytime to ask questions or file grievances.

Board of Psychology
1625 North Market Boulevard, Suite N-215
Sacramento, CA 95834
866) 503-3221
www.psychboard.ca.gov
bopmail@dca.ca.gov

Privacy Policy

Your child is entitled to privacy in seeking psychotherapeutic services per the United States Constitution, California Constitution, and California Civil Code. This means that by law, I cannot divulge information regarding your child's treatment (including his/her role as my client) without your written consent. Some exceptions to privacy include:

- **Child, Elder, or Dependent Adult Abuse or Neglect**
I am a mandated reporter and am therefore, required by law, to report child abuse or neglect to a county welfare department (like Orange County Child Protective Services) or a peace officer. I am similarly mandated to report elder or dependent adult abuse or neglect to a county welfare department (like Orange County Adult Protective Services), law enforcement, a local ombudsman, or a state investigator depending on the adult's place of residency. I am ethically obligated to keep your child's privacy a priority even when filing a report; this means that when filing a report, I only disclose information **directly relevant and limited** to the abuse or neglect and completion of the report. Should I need to file a report, I will attempt to involve you in the process when possible.
- **Danger to Self or Others**
I am a mandated reporter and am therefore, required by law, to report to a peace officer, mobile crisis team member, or county-designated professional when a client is considered a danger to his/her self or others. I am ethically obligated to keep your child's privacy a priority even when filing a report; this means that when filing a report, I only disclose information **directly relevant and limited** to the eminent danger to your

child or others, and completion of the report. Should I need to file a report, I will attempt to involve you in the process when possible.

- **Treatment Emergencies**
If your child is involved in a situation that puts him/her at risk of immediate physical harm and I am contacted by his/her treating health care provider, I am obligated to disclose information in order to ensure your child's safety. For instance, if your child is hospitalized for psychiatric reasons and I am contacted by a hospital staff member, I will only disclose information **directly relevant and limited** to your child's immediate care (such as my role as your child's therapist, session attendance consistency, etc.). I am ethically obligated to keep your privacy a priority even when coordinating care. When possible, I will inform you of this coordination of care and involve you in the process.
- **Court Order**
If ordered by a court to release records (as with a subpoena), I am legally obligated to respond. If I am required to appear in court, I will assert privilege on your child's behalf. ("Privilege" refers to a client's right to maintain confidential communications from being disclosed in a legal proceeding.) However, should the judge determine that the requested information is an exception to privilege, I must comply with the court order and release the required information. In extreme circumstances, this may involve disclosure of your child's entire clinical record.
- **Civil or Criminal Wrongdoing**
Privilege no longer exists should a client seek psychotherapeutic services to assist with committing a crime, or avoiding detection or apprehension of an already committed crime. I am obligated to contact law enforcement in such situations.
- **Unpaid Services**
If you have an unpaid balance for services rendered, I will first attempt to contact you to ideally, resolve the issue with you directly. However, if you are unresponsive to these efforts, I will utilize the services of a collection agency. I am ethically obligated to keep your child's privacy a priority when contacting a collection agency; this means that I only disclose information **directly relevant and limited** to unpaid services (such as your name, balance owed, etc.).
- **Electronic Communications**
Please be aware that cell phone and telehealth communications can be intercepted and that confidentiality is therefore, not guaranteed. **I do not text message or email** given that both forms of communication can be easily hacked (and therefore, pose risks to your child's privacy). I similarly do not interact with clients via social media.
- **Electronic Payment Processing**
If paying electronically, I utilize Ivy Pay, a Health Insurance Portability and Accountability Act (HIPAA)-compliant payment app. Charges will appear on the payer's card statement as "Ivy Session Payment" for services rendered by MDE Psychological Services, Inc.

- **Consultation and Supervision**
I am ethically obligated to seek consultation and supervision as necessary per a client's treatment needs. I am also personally in the midst of a number of certifications that similarly require professional consultation and supervision. When consulting or seeking supervision, I only disclose information **directly relevant and limited** to the consultation or supervision needs.
- **Quality of Care Review**
Per California law, confidential information can be disclosed without your consent for the purpose of quality of care review (such as audits or investigations). If a professional standards review organization requires a review of my competence, qualifications, or health care services, your child's PHI may be disclosed according to the California Civil Code.
- **Crimes Involving a Hospitalized Patient**
Per the Welfare and Institutions Code, I am obligated to report to law enforcement if your child is hospitalized and has committed a serious crime (such as murder). I am similarly mandated to report to law enforcement if your child is hospitalized and has been victim to a serious crime (such as rape). I only disclose information **directly relevant and limited** to the crime involvement and completion of the report.
- **Mental or Emotional Health-Related Legal Claims**
If your child claims mental or emotional suffering in a legal proceeding, privilege no longer exists.
- **Legal Dispute Involving a Deceased Person**
Privilege does not exist if PHI is needed to settle a legal dispute involving a deceased client's interests, deed, or will.
- **Malpractice Suit**
If you initiate a malpractice suit against me, privilege no longer exists. Legally, I have the right to utilize treatment records to defend myself.
- **Health Insurance**
If you are paying via private health insurance, I may need to disclose treatment information (such as diagnosis, services rendered, etc.) in order to ensure coverage. I am ethically obligated to keep your child's privacy a priority even when coordinating care with an insurance panel; this means that when consulting, I only disclose information **directly relevant and limited** to the coverage issue at hand.

Written Authorization

There may be times in which it is helpful for me to collaborate with individuals outside of my immediate relationship with you and your child (for instance, a psychiatrist, physician, academic team, other family members, etc.). In these situations, I will consult with you about the appropriateness of such coordination of care, and with your agreement, gain written consent to involve outside individuals. If collaborating with a third party, I only disclose information **directly relevant and limited** to the rationale for coordination of care (which again, you and I determine together beforehand).

Should you consent to involve outside individuals in your care, you have the right to revoke the authorization at anytime. The release will cease to be effective on the date of notification except to the extent action has already been taken in reliance upon it. The revocation will be honored unless contact with a third party is considered an exception to privacy or privilege (such as child abuse, danger to self or other, etc.).

Confidentiality

"Confidentiality" refers to a client's right to communication bound by the professional relationship between client and therapist. As a licensed psychologist, I am obligated to maintain confidentiality for both legal and ethical reasons. Therefore, I do not have the right to share personal, **non**-life-threatening information that your child may privately disclose to me, such as drug or alcohol non-addictive experimentation, legally non-abusive sexual behavior, sexual or gender identity concerns, non-suicidal self-harm that does not pose an eminent physical danger, truancy, or delinquency.

However, should your child allegedly experience any form of abuse or neglect, pose danger to his/her self or others, or be at risk of immediate physical harm, confidentiality no longer applies (as outlined above in "Right to Privacy"), and I am therefore, mandated to coordinate care with the necessary entities. If your child is abusing substances and appears to demonstrate a severe addiction, I will refer him/her out for drug rehabilitation services, and discharge given that drug counseling is beyond my scope of practice.

Maintenance of your child's confidentiality may understandably, lead to uneasiness on your part. Ideally, if your child is engaging in risky behaviors, he/she and I can navigate how to effectively involve you in the reduction of such behaviors. Please know that I am legally, ethically, and morally obligated to uphold your child's safety as a priority. I welcome you to ask questions or share any concerns regarding your child's right to confidentiality.

My Responsibilities

I am obligated by state and federal law to maintain the privacy and security of your child's PHI. Information pertaining to my privacy policy is listed above. With regard to the security of your child's PHI, I am required by HIPAA to lock physical treatment documents in an office filing cabinet, safeguard electronic records with passwords and firewalls, and encrypt emails that involve PHI. In the event that a breach occurs that compromises the privacy or security of your child's PHI, I will immediately inform you and take necessary measures on my part to attempt to resolve the situation.

I will never use or disclose your child's PHI for marketing purposes. Similarly, it is illegal for me to sell your child's PHI in the regular course of business.

I am legally and ethically required to follow the terms of this notice that is currently in effect as of November 1st, 2021. Should the terms of this notice change in the future, the

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update will apply to all PHI in your child's record, and a revised notice will be provided to you.

For further information pertaining to the HIPAA Privacy Rule, please defer to:

United States Department of Health and Human Services: Office for Civil Rights
200 Independence Avenue
Washington, D.C. 20201
800) 368-1019
www.hhs.gov
OCRMail@hhs.gov