

## Zen Integrative Counseling & Recovery LLC

### **Notice of Privacy Practices - Your Information. Your Rights. Our Responsibilities.**

This document contains important information about federal and state law, including the Health Insurance Portability and Accountability Act (HIPAA), that provides privacy protections and client rights regarding the use and disclosure of your Protected Health Information (PHI) for purposes of treatment, payment, and health care operations.

HIPAA requires that I provide you with a Notice of Privacy Practices (the "Notice") describing how PHI may be used and disclosed and outlining your rights with respect to that information. This Notice explains HIPAA and its application to your PHI in greater detail.

The law requires that I obtain your signature acknowledging that I have provided you with this Notice. If you have any questions, it is your right and responsibility to ask so we may discuss them prior to signing. 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 unless I have taken action in reliance upon it.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, I may release information about your treatment only if you sign a written authorization that meets HIPAA requirements.

There are, however, certain situations in which I am permitted or required by law to disclose information without your consent or authorization. In all such cases, I will limit the disclosure to the minimum necessary information.

These situations include, but are not limited to:

- **Legal Proceedings**

If you are involved in a court proceeding and a request is made for information concerning your diagnosis or treatment, such information is protected under psychotherapist-client privilege. I cannot provide information without your (or your legal representative's) written authorization, a valid court order, or a subpoena that meets legal requirements. If you are involved in or contemplating litigation, you should consult an attorney regarding the likelihood of disclosure.

- **Professional Defense**

If you file a complaint or legal action against me, I may disclose relevant information as necessary to respond or defend myself.

- **Health Oversight Activities**

If a government agency requests information for health oversight activities within its legal authority (such as audits, investigations, or licensure matters), I may be required to provide such information.

- **Workers' Compensation**

If you file a workers' compensation claim and I am providing treatment related to that claim, I may be required to submit treatment information to appropriate parties as permitted by law.

- **Business Associates**

I may disclose the minimum necessary PHI to business associates who perform services on my behalf (such as billing services or electronic record systems). All business associates are required by contract and law to protect the privacy of your information.

## Mandatory Reporting & Safety Obligations

There are circumstances in which I am legally required to take action to protect you or others, which may involve disclosure of information:

- **Child Abuse or Neglect**

If I know or have reasonable cause to suspect that a child has been abused or neglected, Nebraska law requires that I report this to the Nebraska Abuse Hotline. Additional information may be required following such a report.

- **Abuse of a Vulnerable Adult**

If I know or reasonably suspect abuse, neglect, or exploitation of a vulnerable adult, I am required to report this to the Nebraska Abuse Hotline. Additional information may be required following such a report.

- **Risk of Serious Harm**

If I determine there is a clear and immediate risk of serious harm to you or to others, I may take appropriate steps to protect you or others, which may include limited disclosure of information, without your authorization, as necessary to reduce that risk. This may include communicating the information to the potential victim, or contacting emergency services, law enforcement, your emergency contact, or appropriate family members.

## CLIENT RIGHTS & PSYCHOTHERAPIST DUTIES

Uses and Disclosures of PHI:

- **For Treatment**

I use and disclose your health information internally as part of your treatment. If I wish to share information outside of my practice for coordination of care, I will request your written authorization unless disclosure is otherwise permitted by law.

- **For Payment**

I may use and disclose your health information to obtain payment for services, as described in the Psychotherapy Agreement.

- **For Health Care Operations**

I may use and disclose your health information for internal operations such as quality assurance, administrative review, case consultation, and practice management. I may also contact you regarding services, educational activities, or programs that may be of interest to you.

## SPECIAL PROTECTIONS FOR CERTAIN INFORMATION

- **Substance Use Disorder Records**

Records related to substance use disorder diagnosis, treatment, or referral for treatment are protected by federal law (42 CFR Part 2) in addition to HIPAA. With your Part 2-compliant written consent, such information may be used or disclosed for treatment, payment, and health care operations as permitted by law. Recipients of substance use disorder records are required to comply with federal restrictions on use and redisclosure. Unauthorized use or redisclosure is prohibited. Substance use disorder information may not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you without your specific written consent or a court order that complies with federal law (42 CFR Part 2), except as otherwise permitted by regulation. These protections apply to any information that could identify you as having a substance use disorder, whether communicated orally, in writing, or electronically.

## TELEHEALTH SERVICES

If services are provided via telehealth:

- Sessions are conducted using HIPAA-compliant technology.
- Electronic communication carries inherent risks, including interruptions or unauthorized access.
- You are responsible for participating from a private and secure location.
- You agree to provide your physical location at the start of telehealth sessions for emergency purposes.
- Telehealth services are limited to jurisdictions in which I am licensed, which is Nebraska, unless otherwise permitted by law.

## CLIENT RIGHTS

You have the:

- **Right to Treatment** – You have the right to ethical treatment without discrimination regarding race, ethnicity, gender identity, sexual orientation, religion, disability status, age, or any other protected category.
- **Right to Confidentiality** – You have the right to have your health care information protected. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. I will agree to such unless a law requires us to share that information.
- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am 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.
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and release of information must be completed. Please make your request well in advance and allow 2 weeks to receive the copies. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.
- **Right to Amend** – If you believe the information in your records is incorrect and/or missing important information, you can ask me to make certain changes, also known as amending, to your health information. You have to make this request in writing. You must tell me the reasons you want to make these changes, and I will decide if it is incorrect and/or missing important information and if I refuse to amend, I will tell you why within 60 days.
- **Right to a Copy of This Notice** – If you received the paperwork electronically, you have a copy in your client portal. You have the right to receive a paper copy of this Notice at any time, even if you have agreed to receive it electronically.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, I will discuss with you the details of the accounting process.
- **Right to Choose Someone to Act for You** – If someone is your legal guardian, that person can exercise your rights and make choices about your health information; I will make sure the person has this authority and can act for you before I take any action.
- **Right to Choose** – You have the right to decide not to receive services with me. If you wish, I will provide you with names of other qualified professionals.
- **Right to Terminate** – You have the right to terminate therapeutic services with me at any time without any legal or financial obligations other than those already accrued. I ask that you discuss your decision with me in session before terminating or at least contact me by phone letting me know you are terminating services.
- **Right to Release Information with Written Consent** – With your written consent, any part of your record can be released to any person or agency you designate.
- **Right to Informed Risks of Electronic Communication** – Your client portal and email communications are secured and HIPAA-compliant. Text messages are not HIPAA-compliant. While reasonable precautions are taken to protect your information, electronic communications carry inherent risks, including possible unauthorized access or technical issues. By using these systems, you acknowledge these risks and consent to receive communications for treatment, payment, and health care operations.

- **Right to be Notified if a Breach of Unsecured PHI Occurs** – I am required by law to notify you following a breach of unsecured protected health information that compromises the privacy or security of your information.

## PSYCHOTHERAPIST DUTIES

I am required by law to maintain the privacy and security of your PHI and to provide you with this Notice describing my legal duties and privacy practices. I reserve the right to change my privacy practices and this Notice. Any revised Notice will be made available to you upon request and through the client portal. I am required by law to follow the terms of this Notice currently in effect.

## COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with me, the Nebraska Department of Health and Human Services, or the U.S. Department of Health and Human Services, Office for Civil Rights. Information on how to file a complaint is available upon request or online through HHS. Filing a complaint will not affect your care or result in retaliation.

**ACKNOWLEDGMENT** Your signature below represents your acknowledgment of receiving this Notice.

Zen Integrative Counseling & Recovery LLC  
11909 Arbor Street, Suite A  
Omaha, NE 68144

Effective Date: February 16, 2026

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Signature

Date

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Signature

Date