



Renew Your Life Counseling, L.L.C.
Notice of HIPAA Privacy Disclosure for TeleHealth Therapy

This notice outlines and addresses the unique concerns regarding confidentiality of the client's PHI (Protected Health Information) when participating in online counseling/therapy of any type. Furthermore, this notice outlines and addresses the measures that Renew Your Life Counseling, L.L.C. has taken to protect the client's PHI and what responsibilities the client himself/herself has in protecting against unauthorized breaches of their PHI.

I. Definitions

- A. In General.** Terms used, but not otherwise defined, in this notice shall have the same meaning established for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Privacy Rule (as defined below), and the Security Rule (as defined below).
- B. Specific Definitions.**
1. "Applicable Law" shall mean any of the following items, including any amendments to any such item as such may become effective:
 - a. HIPAA;
 - b. the federal regulations regarding privacy and promulgated with respect to HIPAA, found at Title 45 CFR Parts 160 and 164 (the "Privacy Rule");
 - c. the federal regulations regarding electronic data interchange and promulgated with respect to HIPAA, found at Title 45 CFR Parts 160 and 162 (the "Transaction Rule");
 - d. the federal regulations regarding security and promulgated with respect to HIPAA, found at Title 45 CFR Parts 160 and 164 (the "Security Rule").
 2. "ePHI" means electronic protected health information within the meaning of 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
 3. "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103.

II. Measures to Insure Confidentiality

In compliance with all Applicable Law, Renew Your Life Counseling, L.L.C. has taken measures to significantly reduce the risk of an unauthorized breach of the client's ePHI. The measures include, but are not limited to:

1. Utilizing a video communications platform for sessions that is in compliance with all Applicable Law and that employs FIPS 140-2 certified 256 bit AES encryption.
2. Utilizing a website platform that is secured and free from spyware, malware, trojans, viruses, worms, and malicious software.

3. Utilizing private, secured, dedicated, and non-shared electronic devices for video and website communications with clients that are free from spyware, malware, and malicious software that could provide unauthorized access to these electronic devices.

III. Client Responsibilities to Insure Confidentiality

While Renew Your Life Counseling, L.L.C. has taken measures to significantly reduce the risk of an unauthorized breach of the client's ePHI on its end, this does not completely eliminate the risk of an unauthorized/unintended breach of the client's ePHI/confidentiality. Anytime there is PHI being transmitted electronically, there is always a risk of breach. The client needs to be aware that a potential breach could occur, and that the client has certain responsibilities to reduce the risk of breach on their end. Such responsibilities include, but are not limited to

1. Ensuring that any and all electronic devices used in attending sessions and/or in communicating with the therapist are free from spyware, malware, malicious software, trojans, viruses, worms, and other software that could provide unauthorized access to these electronic devices.

2. Ensuring that any and all electronic devices used in attending sessions and/or in communicating with the therapist are private and non-shared devices that only the client has access to and that these devices are secured, locked, and/or encrypted to prevent other persons from accessing them.

3. Ensuring that the client's email address used to communicate with the therapist is secured, private and non-shared, and that any/all unauthorized person(s) do not have access to that email address.

4. Ensuring that the client's internet connection used to communicate with the therapist is secured, private, and non-shared, and that any/all unauthorized person(s) do not have access to the data being transmitted or received on that internet connection.

5. Ensuring that the client chooses a private and secure location/environment in which to conduct their sessions with the therapist. Client should take appropriate measures to ensure that their confidential conversations with the therapist will not be overheard or intruded upon by any unauthorized person(s) in their environment. A secure code word will be established between the client and therapist, and this code word will be used to indicate a sudden change in the client's environment that could lead to a breach of confidentiality.

I have read, understand, and agree with the above information, and I understand that my digital signature constitutes a legal signature confirming that I agree with the above information.

Signature: _____ Date: _____

Counselor Signature: _____ Date: _____