

**JACKIE BAY** RN, MA, LPC  
LICENSED PROFESSIONAL COUNSELOR

303.546.0792

## **PRIVACY POLICY AGREEMENT**

### **General Confidentiality Guidelines**

Colorado State law, mandates that information disclosed to a licensed professional counselor is privileged communication and cannot be redisclosed without a signed release form specifying *what* information may be disclosed. There are a *few very specific circumstances* whereby your confidentiality cannot be protected by law:

\*Suspected current abuse or neglect of a child, dependent or elder. The therapist is required to report this to the appropriate authorities immediately.

\*If a client is threatening serious bodily harm to another person(s) and there is evidence of immediate danger, the therapist is required to notify the police and warn the intended victim. This is also true if a client poses a threat to national security.

\*If a client intends to harm himself or herself. The therapist will make every effort to collaborate with the patient to insure their safety. If the client is gravely disabled mentally or of danger to oneself, confidentiality cannot be honored unless voluntary corrective measures are accepted and implemented (Colorado State Law 27-10)

\*Clients who are minors (under 18 years of age) have limited rights of confidentiality according to the Colorado Mental Health Act 27-10-103. Reflective professional judgment regarding what needs to be shared with parents will be exercised. The minor will be informed of the therapist's decision to share an issue so the minor might understand the rationale.

If one of the above noted circumstances is in question, I will attempt to discuss the necessity to break confidentiality with you first whenever possible.

### **Health Insurance & Confidentiality**

Your confidentiality may be waived if you send a claim form or invoice to your insurance company indicating services rendered. The insurance company may require me to release information to them before they will pay you. You don't have to agree to the release of information, but if you do not the insurance company reserves the right to not pay a claim for which they have no information. Records sent to an insurance company may be sent by mail or faxed. If the information must be faxed to your insurance company, I will make every effort to insure that the information remains confidential, but obviously I can not be responsible for delivery errors on the other end.

## Electronic Communication & Confidentiality

Confidentiality cannot be assured when using electronic communication like cell phones, e-mails, and faxing. If you choose to communicate with me by these electronic means, I can not be responsible or liable for breach of confidentiality. Unless you provide written notice to me prohibiting the use of electronic means of communication, then it will be considered that you have given me permission to use these forms of communication with you.

## Medical Care & Confidentiality

If you are seeking therapy to address a medical problem or a medical problem is an integral aspect of your care, I will *request* your written permission to interface with your medical providers. Only pertinent information will be exchanged and you will be apprised of all communication and content therein. Open communication between your care providers is generally the most efficient and successful approach to reaching your goals.

## Collecting Fees & Confidentiality

On occasions where financial default has occurred, I reserve the right to retain legal means and/or a collection agency to resolve fee discrepancies. In these cases, your confidentiality is not protected. Unless you provide written notice prohibiting these types of action and/or we come to other arrangements **before services are provided**, then it will be presumed that you have given me permission to act using the afore stated methods.

## Professional Consultation & Confidentiality

There may be times when I may need to consult with a colleague or another professional, like an attorney, about issues raised in therapy. Client confidentiality is still protected during consultation by the professional consulted and myself. Giving me permission to consult as needed allows me to offer you the best service possible. Please, feel free to ask about the benefit to you and/or curtail these types of communication if you are uncomfortable with the idea.

**I have read and understand my rights and responsibilities regarding the protection of my privacy and confidentiality. All my questions have been answered and I agree to the above noted conditions to my confidentiality.**

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Print Name	Signature	Date
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Address	Phone(s)	E-mail
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(by appointment)

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