



BARNESCOUNSELINGCOLLABORATIVE, LLC
SUPPORT • GROWTH • HEALING

Website Legal & Compliance Packet

HIPAA Notice of Privacy Practices • Good Faith Estimate Notice • Website Privacy Policy • Terms of Use • Accessibility Statement

1. HIPAA Notice of Privacy Practices

Effective Date: 7-1-2026

Barnes Counseling Collaborative, LLC, and Darla Barnes, Ed.D., LPC Associate ("we," "us," or "the practice"), are committed to protecting the privacy of your protected health information (PHI). This Notice describes how we may use and disclose your PHI, and your rights regarding that information, in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

How We May Use and Disclose Your Health Information

Treatment

We may use and disclose your PHI to provide, coordinate, or manage your care and related services. For example, we may share information with your supervising clinician, Portia Gordon, Ph.D., LPC-S, RPT-S, ICST, for clinical supervision purposes, or with another treatment provider at your request.

Payment

We may use and disclose your PHI to bill and collect payment for services. For example, if you request a superbill to submit to your insurance company for out-of-network reimbursement, we will include information necessary for that claim.

Health Care Operations

We may use and disclose your PHI for activities such as quality assessment, clinical supervision, licensing, and business operations. For example, your records may be reviewed as part of routine clinical supervision required for my associate license.

Other Permitted or Required Uses and Disclosures (Without Your Written Authorization)

- As Required by Law — when federal, state, or local law requires disclosure.
- Public Health and Safety — to prevent or control disease, injury, or disability, or to report as required (e.g., suspected child, elder, or dependent adult abuse or neglect).
- Health Oversight Activities — to a health oversight agency for licensing or disciplinary actions.
- Judicial and Administrative Proceedings — in response to a valid court order, subpoena, or other lawful process.
- Law

Enforcement — for limited law enforcement purposes, such as reporting certain wounds or a serious crime. • To Avert a Serious Threat to Health or Safety — to prevent or lessen a serious and imminent threat to a person or the public. • Specialized Government Functions — such as military, national security, or protective services, where applicable. • Workers' Compensation — as authorized by and to the extent necessary to comply with workers' compensation laws.

Uses and Disclosures That Require Your Written Authorization

Any use or disclosure of your PHI not described above requires your specific written authorization, which you may revoke at any time in writing. This includes, in particular:

- Psychotherapy notes (my personal process notes, kept separate from your clinical record) — these receive extra protection under HIPAA and are almost never disclosed without your written authorization, even for many purposes that would otherwise be permitted above.
- Reproductive health care information — consistent with the 2024 update to the HIPAA Privacy Rule, we will not use or disclose PHI related to lawfully obtained reproductive health care for purposes of investigating or imposing liability on any person for seeking, obtaining, providing, or facilitating that care.

You should also know that once information is disclosed to a third party (for example, another provider, an insurance company, or a court), it may no longer be protected by this Notice and may be subject to redisclosure by that recipient.

Your Rights Regarding Your Health Information

- Right to Request Restrictions — you may ask us to limit how we use or disclose your PHI. We are not required to agree, except where you have paid in full out of pocket for a service and ask that we not disclose it to your health plan.
- Right to Confidential Communications — you may ask us to communicate with you in a specific way or at a specific location (for example, a personal email rather than a work email).
- Right to Inspect and Copy — you may ask to inspect and receive a copy of your PHI, with limited exceptions.
- Right to Amend — you may ask us to amend your PHI if you believe it is incorrect or incomplete.
- Right to an Accounting of Disclosures — you may ask for a list of certain disclosures we have made of your PHI.
- Right to a Paper Copy of This Notice — you may request a paper copy of this Notice at any time, even if you agreed to receive it electronically.

Our Responsibilities

- We are required by law to maintain the privacy of your PHI and to provide you with this Notice of our legal duties and privacy practices.
- We are required to abide by the terms of this Notice currently in effect.
- We reserve the right to change the terms of this Notice and to make the revised Notice effective for all PHI we maintain. If we make a material change, we will post the revised Notice on our website and make it available to you upon request.
- We will notify you promptly if a breach occurs that may have compromised the privacy or security of your PHI.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with us or with the U.S. Department of

Health and Human Services, Office for Civil Rights. You will not be retaliated against for filing a complaint.

- With us: [Privacy Officer name/title — e.g., Darla Barnes, Ed.D., LPC Associate] at hello@barnescounselingcollaborative.com or 202-800-4702.
- With HHS: Office for Civil Rights, U.S. Department of Health and Human Services. Online: ocrportal.hhs.gov/ocr/smartscreen/main.jsf • Phone: 1-800-368-1019 • Email: OCRComplaint@hhs.gov.

Contact Information

For questions about this Notice or to exercise any of the rights described above, contact: Darla Barnes, Ed.D., LPC Associate, Barnes Counseling Collaborative, LLC — hello@barnescounselingcollaborative.com — 202-800-4702.

2. Notice of Right to Receive a Good Faith Estimate

Barnes Counseling Collaborative, LLC is an out-of-network / self-pay provider. Under the federal No Surprises Act, this notice applies to all prospective and current clients of this practice.

You have the right to receive a "Good Faith Estimate" explaining how much your health care will cost

Under the law, health care providers need to give patients who don't have certain types of health care coverage, or who are not using certain types of health care coverage, an estimate of their bill for health care items and services before those items or services are provided.

- You have the right to receive a Good Faith Estimate for the total expected cost of any health care items or services, upon request or when scheduling such items or services. This includes related costs like assessments and any recommended additional services.
- If you schedule a health care item or service at least 3 business days in advance, make sure your health care provider or facility gives you a Good Faith Estimate in writing within 1 business day after scheduling. If you schedule at least 10 business days in advance, you should receive it within 3 business days after scheduling. You can also ask for a Good Faith Estimate before you schedule an item or service; if you do, you should receive it in writing within 3 business days after you ask.
- 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 of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises, email FederalPPDRQuestions@cms.hhs.gov, or call 1-800-985-3059.

To request your Good Faith Estimate from Barnes Counseling Collaborative, LLC, contact:
hello@barnescounselingcollaborative.com or 202-800-4702.

3. Website Privacy Policy

This Privacy Policy explains how Barnes Counseling Collaborative, LLC collects, uses, and protects information gathered through this website. It covers general website data — it does not replace the HIPAA Notice of Privacy Practices above, which governs protected health information collected as part of clinical care.

Last Updated: [Insert Date]

Information We Collect

- Information you provide directly — such as your name, email address, phone number, and any message content submitted through our contact form or consultation request form.

- Scheduling and telehealth information — if you book a consultation or session through our client portal (Simple Practice), that platform collects and processes information under its own privacy policy and business associate agreement with our practice.
- Automatically collected information — such as IP address, browser type, device type, and pages visited, collected through cookies and similar technologies (including our website platform's built-in analytics and, if enabled, tools such as Google Analytics or Meta/Facebook Pixel — confirm which trackers are actually active in your website settings).

How We Use Information

- To respond to inquiries and schedule consultations or appointments.
 - To operate, maintain, and improve this website.
 - To send you information you have requested, such as newsletters or blog updates, if you opt in.
- To comply with legal obligations.

What We Don't Do

We do not sell your personal information. We do not use website contact-form submissions to establish a therapist client relationship or as part of your clinical record; clinical intake occurs only through our secure client portal after informed consent.

Cookies and Third-Party Services

This website is built on Wix platform, which may place cookies for site functionality and analytics. You can control cookies through your browser settings. Our site may also link to third-party services (such as a scheduling portal or social media pages) that have their own privacy practices, which we do not control.

Children's Privacy

This website is not directed to children under 13, and we do not knowingly collect personal information from children under 13 through this website, consistent with the Children's Online Privacy Protection Act (COPPA).

Data Security

We use reasonable administrative and technical safeguards to protect information submitted through this website. However, no method of transmission over the internet is completely secure, and we cannot guarantee absolute security.

Your Choices

You may opt out of marketing emails at any time by using the unsubscribe link in any email, or by contacting us directly. You may also contact us to ask what information we hold about you.

Changes to This Policy

We may update this Privacy Policy from time to time. The "Last Updated" date above reflects the most recent revision.

Contact

Questions about this Privacy Policy can be directed to hello@barnescounselingcollaborative.com or 202-800-4702.

4. Terms of Use

By using this website, you agree to the following terms. If you do not agree, please do not use this site. **Last Updated: 7-26-26**

Educational Purpose Only

The content on this website, including blog posts, downloadable workbooks, and other resources, is provided for general educational and informational purposes only. It is not a substitute for professional mental health treatment, medical advice, diagnosis, or psychotherapy, and does not establish a therapist-client relationship with Barnes Counseling Collaborative, LLC or Darla Barnes, Ed.D., LPC Associate. (See also our separate Website Disclaimer.)

Intellectual Property

All text, graphics, logos, and downloadable materials on this site are the property of Barnes Counseling Collaborative, LLC unless otherwise noted, and may not be copied, reproduced, or distributed for commercial purposes without our prior written permission. You may download and print materials, including free workbooks, for your own personal, non-commercial use.

Acceptable Use

You agree not to use this website in any way that is unlawful, harmful, or that interferes with its normal operation, including attempting to gain unauthorized access to any part of the site or its systems.

Third-Party Links

This website may contain links to third-party websites (such as our scheduling portal or social media pages) for your convenience. We do not control and are not responsible for the content or privacy practices of any linked site.

Disclaimer of Warranties; Limitation of Liability

This website and its content are provided "as is" without warranties of any kind, express or implied. To the fullest extent permitted by law, Barnes Counseling Collaborative, LLC is not liable for any damages arising from your use of, or inability to use, this website or its content.

Professional Licensure & How to File a Complaint

Darla Barnes, Ed.D., is a Licensed Professional Counselor Associate in the state of Texas, practicing under the supervision of Portia Gordon, Ph.D., LPC-S, RPT-S, ICST. Complaints regarding professional counseling services may be directed to the licensing board below (this notice is provided in accordance with 22 Tex. Admin. Code § 884.31):

Texas Behavioral Health Executive Council — 1801 Congress Avenue, Suite 7.300, Austin, Texas 78701 — Phone: (512) 305-7700 — Complaints: 1-800-821-3205 — Email: Enforcement@bhec.texas.gov — bhec.texas.gov

Governing Law

These Terms are governed by the laws of the State of Texas, without regard to its conflict of laws principles.

Changes to These Terms

We may update these Terms of Use from time to time. Continued use of the website after changes are posted constitutes acceptance of the revised terms.

Contact

Questions about these Terms can be directed to hello@barnescounselingcollaborative.com or 202-800-4702.

5. Accessibility Statement

Barnes Counseling Collaborative, LLC is committed to making this website accessible to the widest possible audience, including people with disabilities.

Our Standard

We aim for this website to conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, published by the World Wide Web Consortium (W3C). These guidelines explain how to make web content more accessible for people with disabilities.

Ongoing Efforts

We periodically review this website's content and design with accessibility in mind, including image alt text, color contrast, and navigability by keyboard and screen reader. Accessibility is an ongoing effort, and we welcome feedback on how we can improve.

Known Limitations

Some content on this site — including embedded third-party tools, PDFs, and older blog posts — may not yet fully meet this standard. We are working to address these areas over time.

Feedback and Accommodation Requests

If you experience difficulty accessing any part of this website, or need information in an alternate format, please contact us at hello@barnescounselingcollaborative.com or 202-800-4702. We will make reasonable efforts to respond promptly and provide the information or service you need through an alternative method.

SOURCES & LEGAL BASIS

- 45 CFR § 164.520 — Notice of privacy practices for protected health information. U.S. Department of Health and Human Services, eCFR (current as of 7/1/2026).
Governs the required content of Section 1, the HIPAA Notice of Privacy Practices.
- U.S. Dept. of Health & Human Services, Office for Civil Rights — Notice of Privacy Practices guidance and HIPAA complaint process. hhs.gov/hipaa • Centers for Medicare & Medicaid Services (CMS) — Sample Notice of Uninsured (or Self-Pay) Individual's Right to Receive a Good Faith Estimate (Rev. 8/2023).
cms.gov/nosurprises
Model language adapted for Section 2 under the federal No Surprises Act.
- 22 Tex. Admin. Code § 884.31 — Notice to the Public of Complaint Process. Texas Behavioral Health Executive Council.
Requires licensees to post complaint-process information in a prominent, accessible location on their website; addressed in Section 4.
- Texas Behavioral Health Executive Council — Contact Us / Complaints & Enforcement FAQs. bhec.texas.gov

- World Wide Web Consortium (W3C) — Web Content Accessibility Guidelines (WCAG) 2.1.
Standard referenced in Section 5.