



## Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### **I. YOUR THERAPIST'S PLEDGE REGARDING HEALTH INFORMATION**

Your therapist understands that health information about you and your healthcare is personal. They are committed to protecting health information about you. They create a record of the care and services you receive from them. They need this record to provide you with quality care and to comply with specific legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about how they may use and disclose health information about you. They also describe your rights to the health information they keep about you and describe certain obligations they have regarding the use and disclosure of your health information. They are required by law to:

1. Make sure that protected health information ("PHI") that identifies you is kept private.
2. Give you this notice of their legal duties and privacy practices concerning health information.
3. Follow the terms of the notice that is currently in effect.
4. They can change the terms of this notice, and such changes will apply to all information they have about you. The new notice will be available upon request, in the office, and on the website.

### **II. HOW YOUR THERAPIST MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU**

The following categories describe different ways that your therapist can use and disclose health information. For each type of use or disclosure, they will explain what they mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways they are permitted to use and disclose information will fall within one of the categories.

#### **FOR TREATMENT PAYMENT OR HEALTHCARE OPERATIONS**

Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with you to use or disclose your personal health information without your written authorization, to carry out the health care provider's treatment, payment or health care operations. They may also disclose your protected health information for the treatment activities of any health care provider which can also be done without your written authorization. For example, if your therapist were to consult with another licensed health care provider about your condition, they would be permitted to use and disclose your personal health information, which is otherwise confidential, to assist them in diagnosis and treatment of your mental health condition.



### **DISCLOSURES FOR TREATMENT PURPOSES**

Your disclosures are not limited to the minimum necessary standard because therapists and other health care providers need access to the full record and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of healthcare providers with a third party, consultations between healthcare providers and referrals of a patient for health care from one healthcare provider to another.

### **LAWSUITS AND DISPUTES**

If you are involved in a trial, your therapist may disclose health information in response to a court or administrative order. They may also disclose health information about your child in response to a subpoena, discovery request, or other lawful processes by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

### **III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION**

#### **PSYCHOTHERAPY NOTES**

Your therapist does keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:

1. For their use in treating you.
2. For their use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
3. For their use in defending themselves in legal proceedings instituted by you.
4. For use by the Secretary of Health and Human Services to investigate their compliance with HIPAA.
5. Required by law and the use or disclosure is limited to the requirements of such legislation.
6. Required by law for specific health oversight activities about the originator of the psychotherapy notes.
7. Needed by a coroner who is performing duties authorized by law.
8. Required to help avert a serious threat to the health and safety of others.

#### **MARKETING PURPOSES**

As a psychotherapist, they will not use or disclose your PHI for marketing purposes.

#### **SALE OF PHI**

As a psychotherapist, they will not sell your PHI in the regular course of my business.



#### **IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION**

Subject to certain limitations in the law, your therapist, can use and disclose your Pill without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such legislation.
2. For public health activities, including reporting suspected child, elder, or dependent adult abuse or preventing or reducing a serious threat to anyone's health or safety.
3. For health oversight activities, including audits and investigations.
4. For judicial and administrative proceedings, including responding to a court or administrative order, although their preference is to obtain an authorization from you before doing so
5. For law enforcement purposes, including reporting crimes occurring on their premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
9. For workers' compensation purposes. Although their preference is to obtain an authorization from you, they may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health related benefits or services. They may use and disclose your PHI to contact you to remind you that you have an appointment with them. They may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that they offer.

#### **V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT**

Disclosures to family, friends, or others. They may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your healthcare, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

#### **VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI**

##### **THE RIGHT TO REQUEST LIMITS ON USES AND DISCLOSURES OF YOUR PHI**

You have the right to ask your therapist not to use or disclose certain PHI for treatment, payment, or health care operations purposes. They are not required to agree to your request, and they may say "no" if they



believe it would affect your healthcare.

#### **THE RIGHT TO REQUEST RESTRICTIONS FOR OUT-OF-POCKET EXPENSES PAID OR IN FULL**

You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.

#### **THE RIGHT TO CHOOSE HOW YOUR THERAPIST SEND PHI TO YOU**

You have the right to ask your therapist to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and they will agree to all reasonable requests.

#### **THE RIGHT TO SEE AND GET COPIES OF YOUR PHI**

Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that they have about you. They will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and they may charge a reasonable cost for doing so.

#### **THE RIGHT TO GET A LIST OF DISCLOSURES YOUR THERAPIST HAS MADE**

You have the right to request a list of instances in which your therapist may have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided them with an authorization. They will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list they will give you will include disclosures made in the last six years unless you request a shorter time. They will provide the list to you at no charge, but if you make more than one request in the same year, they will charge you a reasonable fee for each additional request.

#### **THE RIGHT TO CORRECT OR UPDATE YOUR PHI**

If you believe that there is a mistake in your PHI, or that a piece of valuable information is missing from your PHI, you have the right to request that your therapist corrects the existing information or add the missing information. They may say “no” to your request, but they will tell you why in writing within 60 days of receiving your request.

#### **THE RIGHT TO GET A PAPER OR ELECTRONIC COPY OF THIS NOTICE**

You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

#### **EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on May 7, 2017.



## **PRACTICE POLICIES**

### **APPOINTMENTS AND CANCELLATIONS**

Please remember to cancel or reschedule 24 hours in advance. You will be responsible for the fee if the cancellation is less than 24 hours.

The standard meeting time for psychotherapy is 45 minutes. Requests to change the 45-minute session needs to be discussed with your therapist.

Cancellations and re-scheduled sessions will be subject to a charge (\$50.00) if not received at least 24 hours in advance. Missing a session without contact will be subject to an even higher charge (\$75.00). Attending your session is crucial because a time commitment is made to you and is held exclusively for you. Please make sure you keep an open line of communication with your therapist. If you are late for a session, you may lose some of that session time in addition to the therapist using their discretion with whether to complete the session depending on how late you arrive.

### **TELEPHONE ACCESSIBILITY**

If you need to contact your therapist between sessions, please leave a message on their voicemail. They are often not immediately available; however, they will attempt to return your call within 24 hours on business days. Please note that face-to-face sessions are highly preferable to phone sessions. However, if you are out of town, sick or need additional support, phone sessions are available. Telephone conversations that are longer than 15 minutes will be subject to a charge. If an emergency situation arises, please call 911, Crisis Center at (615)244-7444 or any local emergency room.

### **SOCIAL MEDIA AND TELECOMMUNICATION**

Due to the importance of your confidentiality and the importance of minimizing dual relationships, your therapist cannot accept friend or contact requests from current or former clients on any social networking platform (Facebook, Instagram, LinkedIn, etc.). Adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of your therapeutic relationship. If you have questions about this, please bring them up in session and you and your therapist can discuss this further.

### **ELECTRONIC COMMUNICATION**

Your therapist cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, please inform your therapist of this. While they may try to return messages in a timely manner, they cannot guarantee immediate response and request that you do not use these methods



of communication to discuss therapeutic content or request assistance for emergencies.

Services by electronic means such as telephone communication, google hang-outs, and e-mail is considered telemedicine. Under the Tennessee Department of Mental Health and Substance Abuses services' telecommunication guidelines, telehealth includes the use of electronic communication technologies to support clinical care. If you and your therapist choose to use information technology for some or all of your treatment, it is important to understand that:

1. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
2. All existing confidentiality protections are equally applicable.
3. Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.
4. Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
5. There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to, improved communication capabilities, providing convenient access to up to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

Effective therapy is often facilitated when the therapist is able to gather from a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences.

When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex., chronological and apparent age, ethnicity, facial and body language, and congruence of speech and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider valuable information that you may not recognize as significant to present to the therapist verbally.



**MINORS**

If you are a minor (below the age of 16), your parents may be legally entitled to some information about your therapeutic sessions. Your therapist will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

**TERMINATION**

Ending relationships can be tricky. Therefore, it is essential to have a termination session to achieve some closure. The appropriate length of the termination depends on the duration and intensity of the treatment. Your therapist may terminate therapy after proper discussion with you if they determine that the psychotherapy is not being used efficiently, if you are not making payments towards your sessions, and if you have achieved your treatment goals. Your therapist will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of ending treatment. If therapy is discontinued for any reason or you request another therapist, your therapist will provide you with a list of qualified psychotherapists to treat you. You may also choose someone yourself or from another referral source. Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, your therapist must consider the professional relationship discontinued.

**ACKNOWLEDGMENT OF PRIVACY PRACTICES, INFORMED CONSENT, AND PRACTICE POLICIES**

By signing below, as required by the Health Insurance Portability and Accountability Act (HIPPA), I acknowledge I have received a copy of the Notice of Privacy Practices and understand the instances related to disclosing **Protected Health Information (PHI)**.

Also, I am agreeing that I have read, understood, and agree to the items contained in the **Privacy Practices, Informed Consent, and Practice Policies**. I will adhere to the information provided in these documents, including:

- 1. **CLINICAL RECORDS**
- 2. **LIMITS OF CONFIDENTIALITY**
- 3. **APPOINTMENTS**
- 4. **COMMUNICATION**
- 5. **BILLING AND PAYMENT**
- 6. **PROFESSIONAL SERVICES**

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**CLIENT SIGNATURE**

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**DATE**

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**WITNESS SIGNATURE**

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**DATE**