

# *The Center for Creativity and Healing, PC*

## HIPAA NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. This document may be updated without notice so please review it each time you visit us. A copy of this statement is always available upon request and on *The Center for Creativity and Healing* website. All information revealed by you in a counseling session and most information placed in your therapy file (all medical records or other individually identifiable health information held or disclosed in any form [electronic, paper, or oral]) is considered Protected Health Information (PHI) by HIPAA, which I am required by law to insure is kept private. **Your protected health information cannot be distributed to anyone else without your express informed and voluntary written consent or authorization.** The exceptions to this are defined below. Additional information regarding your rights as a client can be found in your therapist's Professional Disclosure Statement and Consent for Treatment, as well as in our Office Policies. You will be provided with these documents before your first session, and will need to sign each acknowledging your understanding of said policies prior to treatment.

**Use or disclosure of the following protected health information does not require your consent or authorization:**

1. Uses and disclosures required by law—*as in files subpoenaed by a Judge.*
2. Uses and disclosures about victims of neglect, abuse, or domestic violence—*as in the duties to warn explained in your therapist's Disclosure Statement.*
3. Uses and disclosures for health and oversight activities-- *as in correcting records or correcting records already disclosed.*
4. Uses and disclosures for judicial and administrative proceedings—*as in a case where you are claiming malpractice or breach of ethics.*
5. Uses and disclosures for law enforcement purposes—*as in when you claim mental health issues as a defense in a civil or criminal case.*
6. Uses and disclosures for research purposes--*like using client information in research, always maintaining confidentiality.*
7. Uses and disclosures to avert a serious threat to health or safety—*like calling a Probate Court for a commitment hearing.*
8. Uses and disclosures for Workers' Compensation—*like the basic information obtained in therapy as a result of your Worker's Compensation claim.*
9. Uses and disclosures for appointment reminders and health related benefits or services- *like using your information to provide you with information about alternative treatment options, or other health care services or benefits I offer.*
10. Uses and disclosures for specific government functions, or a health oversight agency for oversight activities authorized by law-- *such as those required in the interests of national security, assisting the government in investigation of a health care provider, or when compelled to provide for assessment of my compliance with HIPAA.*

### **Additional Limits to Confidentiality:**

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct your therapist, only the minimum necessary information will be communicated to the carrier. Your therapist has no control over, or knowledge of, what insurance companies do with the information s/he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or

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about you receiving proper psychiatric care, s/he will do whatever s/he can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, s/he may also contact the person whose name you have provided on the biographical sheet.

**FAMILY THERAPY & COUPLES THERAPY:** In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Your therapist will use her clinical judgment when revealing such information, and will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

**CONSULTATION:** Your therapist consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. While data on your therapist's laptop is protected, e-mails and e-faxes are not. Please notify your therapist if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, your therapist will view this as your agreement to take the risk that such communication may be intercepted. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites. You may follow *The Center for Creativity and Healing's* professional pages on Facebook, Twitter, Pinterest, and Google Plus, as these actions do not involve private communication of any kind. Please do not send private messages to our professional pages on any of these sites.

### **Your Rights as a Counseling/Therapy Client under the Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

1. As a client, you have the right to see your counseling/therapy file. *Psychotherapy notes are afforded special privacy protection under the HIPAA regulation and are excluded from this right.*
2. As a client, you have the right to receive a copy of your counseling/therapy file. *Psychotherapy notes are afforded special privacy protection under the HIPAA regulations and are excluded from this right.*
3. As a client, you have the right to request amendments to your counseling file.
4. As a client, you have the right to receive a history of all disclosures of your PHI.
5. As a client, you have the right to restrict the use and disclosure of your PHI for the purposes of treatment, payment and operations. Disclosure records are kept for six years.
6. If you choose to release any PHI, you will be required to sign a Release of Information form detailing exactly what information you wish disclosed and to whom it will be disclosed.
7. As a client, you have the right to get this notice by email and to request a paper copy of it, as well.
8. As a client, you have the right to register a complaint with *our Privacy Officer, Maria Curran*, or the Secretary of Health and Human Services if you feel your rights, herein explained, have been violated. *Written complaints outside our Privacy Officer may be mailed to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201.* If you file a complaint about my privacy practices, I will take no retaliatory action against you.
9. To implement the 2013 HITECH Act, the Privacy Rule is amended, & we must restrict the disclosure of PHI about you to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The 2013 Amendments also adopt the proposal in the interim rule requiring our office to provide you a copy of PHI in electronic form, if requested, but not direct access to our electronic health record systems. The 2013 Amendments also give you the right to direct your therapist to transmit an electronic copy of your PHI to an entity or person designated by you.

### **Additional Explanation of Your Rights:**

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**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of the counseling profession require that *The Center for Creativity and Healing* keep treatment records. Unless otherwise agreed to be necessary, *The Center for Creativity and Healing* retains clinical records only as long as is mandated by NC law. If you have concerns regarding treatment records, please discuss them your therapist. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when your therapist assesses that releasing such information might be harmful in any way. In such a case, your therapist will provide the records to an appropriate and legitimate mental health professional of your choice. When more than one client is involved in treatment, such as in cases of couple and family therapy, your therapist will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TREATMENT PLANS:** If at any time you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, your therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** After the first few meetings, your therapist will assess if she can be of benefit to you. Your therapist does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during the counseling process, if your therapist either assesses that she is not effective in helping you reach your therapeutic goals or perceives you as non-compliant or non-responsive, she will discuss with you the termination of treatment and conduct pre-termination counseling. If you request it and authorize it in writing, your therapist will talk to the psychotherapist of your choice in order to help with the transition. You have the right to terminate therapy and communication at any time.

*This notice went into effect on Jan. 30, 2013. Please sign below indicating that you have received, read, and understand all of these documents. This copy will be placed in your therapy file. Please do not sign this document if you do not understand any part of the HIPAA Client's Rights, the Professional Disclosure Statement and Consent for Treatment, or our Office Policies. Your therapist will be happy to explain these documents further.*

### **I acknowledge receipt of this notice**

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_