

Confidentiality and Data Privacy Policy (HIPAA)

This notice describes how your health information may be used and disclosed and how you can access this information. Please review this and all other policies carefully. We are committed to protecting our clients' privacy and confidentiality. A state and federal law, the Health Insurance Portability and Accountability Act (HIPAA) went into effect on April 14, 2003 and requires us to inform you of this policy. HIPAA requires us to continue maintaining your privacy, to give you this notice, and to follow the terms of this notice.

The law permits us to use or disclose your health information to those involved in your treatment; for example, a review of your file by a specialist doctor whom we may involve in your care. We may use or disclose your health information to obtain payment of the services you receive (e.g. we can send information as requested by your health insurance plan). We may use or disclose your health information for our normal healthcare operations (e.g. staff who complete scheduling, training of staff who have signed confidentiality agreements, etc). We may share your medical information with our business associates, such as a billing service, administrative staff, etc... To protect your privacy and confidentiality we have a written contract with each business associate requiring them to protect your privacy. We may consult with other licensed professionals in counseling as necessary, protecting your confidential information, to gain guidance for your treatment. We may use your information to contact you (e.g. mailings). We may also want to call and remind you about your appointments. If you are not home, we may leave this information on your answering machine, or with the person who answers the telephone. In an emergency, we may disclose your health information to a family member or another person responsible for your care. Finally, we may release some or all of your health information when required by law.

If this practice is sold, your information will become the property of the new owner(s). Except as described above, this practice will not use or disclose your health information without your prior written authorization. You may request in writing we not use or disclose your health information as described above. We will let you know if we can fulfill your request.

You have the right to know of any uses or disclosures we make with your health information beyond the above normal uses. As we will need to contact you from time to time, we will use the address or telephone number you have on file with us. You have the right to transfer copies of your health information to another practice. You may have the right to see or receive a copy of your health information unless there is a reason by law or contract why your therapist would not disclose the information. You have the right to request an amendment or change to your health information. Give us your request to make changes in writing. If you wish to include a statement in your file, please give it to us in writing. We may or may not make the changes you request but will be happy to include your statement in your file. If we agree to an amendment or change, we will not remove or alter earlier documents but will add the new information.

You have the right to receive a copy of this notice. If we change any of the details of this notice, we will notify you of the changes in writing. You may file a complaint with the Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F Washington, D.C. 20201. However, before filing a complaint, or for more information or assistance regarding your health information privacy, please contact the Owner of The Soul's Apothecary, Dr. Joshua Mears, via phone at 952-767-9376 or via email at jmears@mearsapothecary.

The State of Minnesota and Wisconsin laws impose some limitations to your rights to confidentiality. The following is a list of situations in which you may lose your right to confidentiality:

- If use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.
- If your therapist suspects you have physically or sexually abused or neglected a child or vulnerable adult, your therapist must make a report to the proper authorities. This includes some cases of domestic abuse when a child is exposed to weaponry or is physically threatened and/or used as a weapon.
If you are pregnant and using a controlled substance such as heroin, cocaine, phencyclidine, methamphetamine, or their derivatives
When there is a court order to release your records to the legal authorities.
- If an investigation or disciplinary proceeding is mandated by the licensing board and your information is involved in those proceedings.
- A subpoena, discovery request, or other lawful processes, that is not accompanied by an order of a court or administrative tribunal so long as reasonable efforts are made to give you notice that your PHI has been requested or reasonable efforts are made to secure a qualified protective order, by the person requesting the PHI.
- To defend The Soul's Apothecary or our therapist(s) in a legal action or other proceeding brought by you against our clinic or service providers.
- When required by the Secretary of the Department of Health and Human Services in an investigation to determine my compliance with the privacy rules.
- To Business Associates under a written agreement requiring Business Associates to protect the information. Business Associates are entities that assist with or conduct activities on our behalf including individuals or organizations that provide legal, accounting, administrative, and similar functions.

If you are a minor, you have a limited right to privacy in that your parents may have access to your records. However, if the therapist believes sharing this information will be harmful to you, confidentiality will be maintained to the limits of the law.

Group Therapy: The right to confidentiality is addressed in the group setting. However, The Soul's Apothecary and group therapists are not responsible for any breaches of confidentiality by group members.

There are instances in which individuals associated with The Soul's Apothecary have duties that require access to the information you may share for claim processing, scheduling, reports, consultations, etc...