



S & S THERAPY SERVICES, INC.

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NOTICE OF PRIVACY PRACTICES

We respect our clients' confidentiality and only release information about you in accordance with state and federal laws.

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

This notice describes our policies related to the use of the records of your care at **S&S Therapy**. We are required to give you this Notice about (1) the use and disclosure of your health information, (2) our legal responsibilities, and (3) your rights concerning your health information and to abide by the terms of this notice.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional information, contact **S&S Therapy Services, INC. 162 County Road 119, Floresville, Texas 78114 (830) 433 - 7533.**

1. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

We use and disclose the minimum necessary health information about you for S&S Therapy Services, INC. counseling services.

Counseling Services: We use and disclose your health information internally in the course of your treatment at S&S Therapy. For example, when you request a referral for treatment by another health care provider, we will have you sign an **Authorization for Release of Information**. When you work with a Licensed Professional Counselor-Intern or Student Intern, we will share your information with their supervisor for training purposes. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you.

2. INFORMATION DISCLOSED WITHOUT YOUR CONSENT

Under Texas and federal law, information about you may be disclosed without your consent in the following circumstances.

- a. **Emergencies.** Sufficient information may be shared to address an immediate emergency you are facing.
- b. **Judicial and Administrative Proceedings.** We may disclose your personal health information in the course of a judicial or administrative proceeding in response to a valid court order or other lawful process, including if you were to make a claim for Workers Compensation.
- c. **Public Health Activities.** If we felt you were an immediate danger to yourself or others, we may disclose health information about you to the authorities, as well as alert any other person who may be in danger.
- d. **Child/Elder Abuse.** We may disclose health information about you related to the suspicion of child and/or elder abuse or neglect.
- e. **Criminal Activity or Danger to Others.** We may disclose health information if a crime is committed on our premises or against our personnel, or if we believe there is someone who is in immediate danger.
- f. **National Security, Intelligence Activities, and Protective Services to the President and**



Others. We may release health information about you to authorized federal officials as authorized by law in order to protect the President or other national or international figures, or in cases of national security.

g. Health Oversight Activities. We may disclose health information to a health oversight agency for activities authorized by law. These activities might include audits or inspections and are necessary for the government to monitor the health care system and assure compliance with civil rights laws. Regulatory and accrediting organizations may review your case record to ensure compliance with their requirements. The minimum necessary information will be provided in these instances.

h. Business Associates. S&S Therapy may disclose the minimum necessary health information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, S&S Therapy contracts with a financial audit firm to review the finances of S&S Therapy on a yearly basis. In the process of the audit, they may encounter client-billing records. All of our business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

l. Research/Supervision. Under certain circumstances, S&S Therapy may use and disclose health information for research and/or supervision. Before we do so, the project will go through a special approval process that includes a consent form for clients to sign if they are included in the research study/supervision. Even without the special approval, however, S&S Therapy may permit researchers affiliated with S&S Therapy to look at non-identifying information to help them plan research projects.

j. Marketing. S&S Therapy may send you newsletters or information about services we provide in which we feel you might be interested. You may at any time request that your name be removed from our mailing list. We will not disclose any information to a third party for their use in telemarketing, direct mail marketing, or marketing through electronic mail.

k. Fundraising/Activities. S&S Therapy may use certain client demographic information-such as your name and address-to contact you about fundraising, educational workshops, training events, calendars of events, etc. S&S Therapy regularly seeks contributions from the general public to support our charitable cause. If you do not wish to be contacted about fundraising, send a written request to **S&S Therapy Services, INC., 162 County Road 119, Floresville, Texas 78114 (830) 433 - 7533.**

l. Scheduling Appointments. S&S Therapy may use your phone number to call you and leave messages to schedule or remind you of appointments.

3. YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION:

a. Right to Inspect and Copy. You have the right to look at or get copies of your health information, with limited exceptions. Your request must be in writing.

b. Right to Amend. You have the right to request that we amend your health information. Your request must be in writing, and it must explain why the information should be amended. We have the right to deny your request under certain circumstances.

c. Right to an Accounting of Disclosures. You have the right to receive a list of instances in which we have disclosed your health information for a purpose other than counseling services. To request an accounting of disclosures, you must submit your request in writing to the Executive Director. Such accountings are available for disclosures beginning May 25, 2022 and remain available for eight years after the last date of service at S&S Therapy.



d. **Right to Request Restrictions.** You have the right to request a restriction or limitation on the health information we use or disclose about you. While you are in treatment, a written request should be made with your counselor. To request a restriction after therapy is completed, you must make your written request to the Executive Director of S&S Therapy. We are not required to agree to your request, but we will consider the request very seriously. If we agree, we will abide by our agreement unless the information is needed in an emergency or by law.

e. **Right to Request Confidential Communications.** You have the right to request that we communicate with you about health matters in a certain way or at a certain location. For example, you may ask that we contact you only by mail or at work. You must make this request in writing, and it must specify the alternative means or location that you would like us to use to provide you information about your treatment. We will make every attempt to accommodate reasonable requests.

f. **Right to Obtain a Paper Copy of this Notice.** You have the right to receive a paper copy of this notice and any amended notice upon request. Copies will be available at the reception desk at S&S Therapy Services, INC. You may also obtain a copy of this notice at our web site, www.sstherapyinc.org. Any other uses and disclosures not set out in the information above will be made only with your written authorization. You may revoke a written authorization for release of information at any time. The revocation must be in writing and will become effective when it has been received by the records department of S&S Therapy and will only be for disclosures not already completed.

4. Telehealth/Telemedicine (Texas):

Involves the use of electronic communications to enable health care providers at different locations to share individual patient medical information for the purpose of improving patient care. Providers may include primary care practitioners, specialists and/or subspecialists, nurse practitioners, registered nurses, medical assistants and other healthcare providers who are part of my clinical care team. In addition to myself and the members of my clinical care team, my family members, caregivers, or other legal representatives or guardians may join and participate in the telehealth/telemedicine service, and I agree to share my personal information with such family members, caregivers, legal representatives or guardians. The information may be used for diagnosis, therapy, follow-up and/or education.

Telehealth/Telemedicine requires transmission, via Internet or tele-communication device, of health information, which may include:

- Progress reports, assessments, or other intervention-related documents
- Bio-physiological data transmitted electronically
- Videos, pictures, text messages, audio and any digital form of data

The laws that protect the privacy and confidentiality of health and care information also apply to telehealth/telemedicine. Information obtained during telehealth/telemedicine that identifies me will not be given to anyone without my consent except for the purposes of treatment, education, billing and healthcare operations. By agreeing to use the telehealth/telemedicine services, I am consenting to **S&S Therapy** sharing of my protected health information with certain third parties as more fully described in **S&S Therapy** Privacy Policy. I understand, agree, and expressly consent to **S&S Therapy** obtaining, using, storing, and disseminating to necessary third parties, information about me, including my image, as necessary to provide the telehealth/telemedicine services.

As with any Internet-based communication, I understand that there is a risk of security breach. Electronic



systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

Individuals other than my clinical care team or consulting providers may also be present and have access to my information for the telehealth/telemedicine session. This is so they can operate or repair the video or audio equipment used. These persons will adhere to applicable privacy and security policies.

Telehealth/telemedicine sessions may not always be possible. Disruptions of signals or problems with the Internet's infrastructure may cause broadcast and reception problems (e.g., poor picture or sound quality, dropped connections, audio interference) that prevent effective interaction between consulting clinician(s), participant, patient or care team.

I hereby release and hold harmless **S&S Therapy** and all members of my care team from any loss of data or information due to technical failures associated with the telehealth/telemedicine service.

I understand and agree that the health information I provide at the time of my telehealth/telemedicine service may be the only source of health information used by the medical professionals during the course of my evaluation and treatment at the time of my telehealth/telemedicine visit, and that such professionals may not have access to my full medical record or information held at **S&S Therapy**.

I understand that I will be given information about test(s), treatment(s) and procedure(s), as applicable, including the benefits, risks, possible problems or complications, and alternate choices for my medical care through the telehealth/telemedicine visit.

I have the right to withhold or withdraw consent to the use of telehealth/telemedicine services at any time and revert back to traditional in-person clinic services. I understand that if I withdraw my consent for telehealth/telemedicine, it will not affect any future services or care benefits to which I am entitled.

All my questions have been answered to my satisfaction.

I hereby acknowledge receipt and consent as indicated by my signature on the Informed Consent Form to the use of telehealth/telemedicine in the provision of care and the above terms and conditions.

We reserve the right to change our privacy practices provided such changes are permitted by applicable law. Before the effective date of a material change, however, we will change this Notice and make a new Notice available to you at the reception desk and on our website. Beginning January 6, 2020, we are required to abide by the terms of this Notice.

QUESTIONS AND COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with us, or you may file a complaint with the U.S. Department of Health & Human Services www.hhs.gov/ocr/hipaa/. To obtain additional information, or to file a complaint with us, contact us at **(830) 433 - 7533**.

We will not retaliate in any way if you choose to file a complaint.