**PRIVACY PRACTICE DISCLOSURE**

This document shall serve as a release of information disclosure for patient information between the Patient and New Terrain Therapy, LLC (the “Business”). The disclosure will contain important information regarding the Business’s abilities on releasing patient information, patient’s rights, and other applicable information.

1. **LIMITS OF CONFIDENTIALITY**
	1. The law protects the privacy of all communications between a client and counselor. In most situations, I can release information about your treatment to others only if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature will provide consent for those activities, as follows:
		1. We may occasionally find it helpful to consult other health and mental health professionals about a case.
		2. I may access your Clinical Record with an appropriate purpose including but not limited to, documenting the patient's treatment, billing insurance etc.
		3. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Patient Service Agreement.
		4. If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
	2. There are some situations where we are permitted or required to disclose information without either your consent or Authorization:
		1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-client privilege law. I cannot provide any information without your written authorization, or a court order.
		2. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
		3. If a client files a complaint or lawsuit against us, I may disclose relevant information regarding that client in order to defend ourselves.
		4. If New Terrain Therapy is being compensated for providing treatment to you because of your having filed a worker’s compensation claim or through an automobile insurance plan, we must, upon appropriate request, provide information necessary for utilization review purposes.
	3. There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient’s treatment. These situations are unusual in our practice.
		1. If there is reasonable cause to suspect adult/child abuse or neglect, the law requires that I file a report with the Department of Human Services. Once such a report is filed, we may be required to provide additional information.
		2. If I have reasonable cause to suspect the “criminal abuse” of an adult client, we must report it to the police. Once such a report is filed, we may be required to provide additional information.
		3. If a client communicates a threat of physical violence against a reasonably identifiable third person and the client has the apparent intent and ability to carry out that threat in the foreseeable future, we may have to disclose information to take protective action. These actions may include notifying the potential victim (s) (or, if the victim is a minor, his/her parents and the county Department of Human Services) and contacting the police, and/or seeking hospitalization for the client.

If such a situation arises, we will make every reasonable effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

1. **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in two sets of professional records.

* 1. One set constitutes your Clinical Record.

Except in unusual circumstances where disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers.

For this reason, we recommend that you initially review them in the presence of your therapist. Our standard fee for copying and issuing hard copies to the patient will be applied at a per page charge. If we refuse your request for access to your Clinical Records, you have a right of review (except for information supplied to us confidentially by others), which we will discuss with you upon request.

* 1. In addition, we also keep Psychotherapy Notes. These Notes are for our own use and are designed to assist us in providing you with the best treatment.

These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies, without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

1. **CLIENT’S RIGHTS**

HIPAA provides you with several new or expanded rights about your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this disclosure, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

1. **INSURANCE INFORMATION**

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record.

In such situations, I will make every reasonable effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it has been turned over to them. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit if you request it.

1. **ACKNOWLEDGEMENT OF DISCLOSURE**

By signing below, I acknowledge that I have read and agreed to the entirety of this disclosure.

|  |  |
| --- | --- |
| Patient’s Name (Printed) |  |
| Patient’s Name (Signature) |  |
| Date |  |