



## Health Insurance Portability Accountability Act (HIPAA) Notice of Privacy Practices

This document contains important information about the Health Insurance Portability and Accountability Act (HIPAA) that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that Veronica Thomas, LLC d/b/a To Be Known Therapy Services (“We” or “Us”) provide you with a Notice of Privacy Practices (the Notice) for the use and disclosure of PHI for treatment, payment and health care operations. This Notice explains HIPAA and its application to your PHI in greater detail.

The law also requires that We obtain your signature acknowledging that you have been provided with this Notice. If you have any questions, it is your right and obligation to ask so we can have a further discussion prior to signing this document. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless We have taken action in reliance on it.

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, We can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. **There are some situations where We are permitted or required to disclose information without either your consent or authorization.** If such a situation arises, We will limit disclosure to what is necessary. Reasons We may have to release your information without authorization:

1. **Judicial or Administrative Proceedings:** 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-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if We receive a subpoena of which you have been properly notified and you have failed to timely inform Us that you oppose the subpoena.
2. **Government:** If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, We may be required to provide it for them.
3. **Lawsuit:** If a patient files a complaint or lawsuit against Us, We may disclose relevant information regarding that patient in order to defend ourselves.
4. **Workers' Compensation:** If a patient files a worker's compensation claim, and We are providing necessary treatment related to that claim, We must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.

5. **Billing/Administrative:** We may disclose the minimum necessary health information to our business associates that perform functions on our behalf or provide Us with services. My 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.

There are also 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:

1. **Child Abuse:** If We know, or have reason to suspect, that a child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that We file a report with the Michigan Family Independence Agency or other appropriate governmental agency. Once such a report is filed, We may be required to provide additional information.
2. **Adult & Domestic Abuse:** If We know or have reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that We file a report with the Central Abuse Hotline or other appropriate governmental agency. Once such a report is filed, We may be required to provide additional information.
3. **Serious Threat to Health or Safety:** If We believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, We may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.
4. **Health Oversight:** If a complaint is filed against Us with the Michigan Department of Health on behalf of the Board of Psychology, the Department has the authority to subpoena confidential mental health information relevant to that complaint.

## CLIENT RIGHTS AND THERAPIST DUTIES

### Use and Disclosure of Protected Health Information:

- **For Treatment** – We will use and disclose your health information internally in the course of your treatment. If We wish to provide information outside of our practice for your treatment by another health care provider, We will have you sign an authorization for release of information. Furthermore, an authorization is required for most uses and disclosures of psychotherapy notes.
- **For Payment** – We may use and disclose your health information to obtain payment for services provided to you as delineated in the Therapy Agreement.
- **For Operations** – We may use and disclose your health information as part of our internal operations. For example, this could mean a review of records to assure quality. We may also use your information to tell you about services, educational activities, and programs that We feel might be of interest to you.

### Use and Disclosure of Substance Use Disorder Records Subject to 42 CFR Part 2:

- If applicable, your substance use disorder (“SUD”) records are protected by federal law under 42 C.F.R. Part 2 (“Part 2”). This law provides extra confidentiality protections and requires a separate patient consent for the use and disclosure of SUD counseling notes.

Each disclosure made with patient consent must include a copy of the consent or a clear explanation of the scope of the consent. It must also be accompanied by a written notice containing the language in 42 CFR Part 2.32(a). Disclosure of these records requires your explicit written consent, except in limited circumstances such as: (a) Medical Emergencies: to the extent necessary to treat you, (b) Reporting Crimes on Program Premises, (c) Child Abuse Reporting: In connection with incidents of suspected child abuse or neglect to appropriate state or local authorities, and (d) Fundraising: We will provide you with an opportunity to decline to receive any fundraising communications prior to making such communications. You may revoke this consent at any time.

### **Prohibitions on Use and Disclosure of Part 2 Records:**

- SUD records received from programs subject to Part 2, or testimony relaying the content of such records, shall not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless based on your written consent, or a court order after notice and an opportunity to be heard is provided to you or the holder of the record, as provided in Part 2. A court order authorizing use or disclosure must be accompanied by a subpoena or other legal requirement compelling disclosure before the requested SUD record is used or disclosed. If SUD records are disclosed to us or our business associates pursuant to your written consent for treatment, payment, and healthcare operations, we or our business associates may further use and disclose such health information without your written consent to the extent that the HIPAA regulations permit such uses and disclosures, consistent with the other provisions in this Notice regarding PHI.

### **Patient's Rights:**

- ***Right to Treatment*** – You have the right to ethical treatment without discrimination regarding race, ethnicity, gender identity, sexual orientation, religion, disability status, age, or any other protected category.
- ***Right to Confidentiality*** – You have the right to have your health care information protected. If you pay for a service or health care item out-of-pocket in full, you can ask Us not to share that information for the purpose of payment or our operations with your health insurer. We will agree to such unless a law requires Us to share that information.
- ***Right to Request Restrictions*** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, We are not required to agree to a restriction you request.
- ***Right to Receive Confidential Communications by Alternative Means and at Alternative Locations*** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- ***Right to Inspect and Copy*** – You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and release of information must be completed. Furthermore, there is a copying fee charge of \$1.00 per page. Please make your request well in advance and allow 2 weeks to receive the copies. If We refuse your request for access to your records, you have a right of review, which We will discuss with you upon request. Please understand that older records may be destroyed, and therefore no longer available, in accordance with applicable law or standards.
- ***Right to Amend*** – If you believe the information in your records is incorrect and/or missing important information, you can ask Us to make certain changes, also known as

amending, to your health information. You have to make this request in writing. You must tell Us the reasons you want to make these changes, and We will decide if it is accurate. If We refuse to amend, We will tell you why within 60 days.

- ***Right to a Copy of This Notice*** – A paper copy will be provided to you per your request or can be found at any time on the practice website.
- ***Right to an Accounting*** – You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, We will discuss with you the details of the accounting process.
- ***Right to Choose Someone to Act for You*** – If someone is your legal guardian, that person can exercise your rights and make choices about your health information; We will make sure the person has this authority and can act for you before We take any action.
- ***Right to Choose*** – You have the right to decide not to receive services with Us. If you wish, We will provide you with names of other qualified professionals.
- ***Right to Terminate*** – You have the right to terminate therapeutic services with Us at any time without any legal or financial obligations other than those already accrued. We ask that you discuss your decision with in session before terminating or at least contact Us by phone letting Us know you are terminating services.
- ***Right to Release Information with Written Consent*** – With your written consent, any part of your record can be released to any person or agency you designate. Together, we will discuss whether or not We think releasing the information in question to that person or agency might be harmful to you.
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#### **Therapist's Duties:**

- We are required by law to maintain the privacy of PHI and to provide you with a notice of the legal duties and privacy practices with respect to PHI. We reserve the right to change the privacy policies and practices described in this Notice. Unless We notify you of such changes, however, We are required to abide by the terms currently in effect.

#### **COMPLAINTS**

If you are concerned that We have violated your privacy rights, or you disagree with a decision We made about access to your records, you may contact Us in writing at our office, or the State of Michigan Department of Health, or the Secretary of the U.S. Department of Health and Human Services.

You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint, in accordance with the provisions of applicable law.

#### **Restrictions and Changes to Privacy Policy**

Restriction: In the case of a minor child, the child's legal guardian has the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about the child for as long as the PHI is maintained in the record. However, psychotherapy notes including statements made by a child during therapy sessions will not be released, in order to protect the child's right to confidentiality, unless required by law or deemed by us to be in the best interests of the child.

Restriction: In most cases, we are also prohibited by law from disclosing raw psychological test data and test materials to anyone other than a licensed psychologist qualified to interpret such data.

**Acknowledgement of Receipt of HIPAA Notice of Privacy Practices**

**I have received a copy of the HIPAA Notice of Privacy Practices outlined above.**

**I have read the HIPAA Notice of Privacy Practices and agree to its terms.**

Client/Parent/Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_