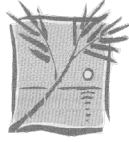


**Healing Concepts, LLC**

Paul C. Briggs, LCSW, LICSW, LMT, SEP, BC-TMH  
Florida: SW5478, MA34970 • North Carolina: C003436 •  
Massachusetts: 110348



P. O. Box 849257  
Pembroke Pines, Florida 33084-1257  
Web: [www.HealingConcepts.org](http://www.HealingConcepts.org)  
Phone: 305.310.4591

**Acknowledgment of Receipt of  
Notice of Policies and Privacy Practices**

The undersigned acknowledges receipt of a copy of the currently effective Notice of Mental Health Practitioner’s Policies and Privacy Practices. A copy of this signed and dated acknowledgment shall be as effective as the original.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**If you are the legal representative of the patient, please print the patient’s name(s) and describe your authority**

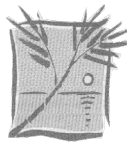
Name \_\_\_\_\_ Authority \_\_\_\_\_

*Thank you. If you have any questions about this form, or the attached notice, please contact Paul C. Briggs, LCSW, LICSW, LMT, SEP.*



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## Florida Notice of Mental Health Practitioner's Policies & Privacy Practices to Protect the Privacy of Your Health Information.

This notice describes how mental health and medical information about you may be used and disclosed and how you can get access to this information. **Please Review It Carefully.**

- I. Uses and Disclosures for Treatment, Payment, and Health Care Operations
- II. Uses and Disclosures Requiring Authorization
- III. Uses and Disclosures with Neither Consent nor Authorization
- IV. Patient's Rights and Practitioner's Duties
- V. Complaints
- VI. Electronic Record Storage
- VII. Electronic Transfer of PHI for Benefits Verification and Billing Purposes
- VIII. Electronic Transfer of PHI for Certain Credit Card Transactions
- IX. E-mail and Texting (SMS)
- X. IN CASE OF AN EMERGENCY
- XI. Effective Date, Restrictions and Changes to Privacy Policy

### I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI) for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

**"PHI"** refers to information in your health record that could identify you.

#### **"Treatment, Payment and Health Care Operations"**

**Treatment** is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another mental health practitioner.

**Payment** is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

**Health Care Operations** are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

**"Use"** applies only to activities within my practice group, such as sharing, employing, utilizing, examining, and analyzing information that identifies you.

**"Disclosure"** applies to activities outside of my practice group. Such as releasing, transferring, or providing access to information about you to other parties.

### II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked

for information for purposes outside of treatment, payment and health care operation, I will obtain an authorization from you before releasing your psychotherapy notes. **"Psychotherapy notes"** are notes that I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer to the right to contest the claim under the policy.

### III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances.

**Child Abuse:** If I know or have reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver or other person responsible for the child's welfare. The law requires that I report such knowledge or suspicion to the Florida Department of Children and Family Services Central Abuse Hotline.

**Adult and Domestic Abuse:** If I know or have reasonable cause to suspect that a vulnerable adult (disabled or elderly) has been or is being abused, neglected, or exploited, I am required by law to immediately report such suspicion to the Central Abuse Hotline.

**Health Oversight:** If a complaint is filed against your mental health practitioner with the Florida Department of Health on behalf of the Board of Psychology, the Board of Clinical Social Work, Marriage & Family Therapy & Mental Health Counseling, or Florida Board of Medicine and Nursing, the Department has the authority to subpoena confidential mental health information from me relevant to that complaint.

**Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis or treatment and the records thereof, such information is privileged under state law, and I will not release information without the written authorization of you or your legal representative, or a subpoena or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

**Serious Threat to Health or Safety:** When you present a clear and immediate probability of physical harm to yourself, to other individuals, or to society, I am obligated by law to communicate relevant information concerning this to the potential victim, appropriate family member, or law enforcement or other appropriate authorities.

**Worker's Compensation:** If you file a worker's compensation claim, I must, upon request of your employer, the insurance carrier, an authorized qualified rehabilitation provider, or the attorney for the employer or insurance carrier, furnish your relevant records to those persons.

#### **IV. Patient's Rights and Practitioner's Duties,**

**Right to Request Restrictions** - You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am 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. (For example, you may not want a family member to know that you are being seen. Upon your request, when applicable, I will send your bills to another location).

**Right to Inspect and Copy** - You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. On your request, I will discuss with you the details of the request process.

**Right to Amend** - you have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

**Right to an Accounting** - You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, I will discuss with you the details of the accounting process.

**Right to a Paper Copy** - You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

**Right to Terminate Therapy** - You have the right to terminate therapy at any time and for any reason. If your decision is based upon a possible misunderstanding between us, discussing this concern with me can often be an opportunity to clear a misunderstanding and to experience constructive communication. Please notify me of your decision. If you miss a scheduled appointment without notifying me, I will attempt to contact you to reschedule. If you do not respond, I will assume that you no longer desire to attend therapy and I will close your record. I may choose to terminate therapy with you as well if you refuse to comply with any policies in place that are intended to help ensure your safety.

**Practitioner's Duties**- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI. I reserve the right to change the privacy and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. If I revise the policies and procedures, I will notify you in writing with a revised notice via mail.

**V. Complaints**- If you are concerned that I have violated your privacy rights, or you disagree with a decision I have made about access to your records, you may contact the Security Department of Health & Human Services. I will not retaliate against you for exercising your right to file a complaint.

**VI. Electronic Record Storage**- Your communications with me will become part of a clinical record of treatment and is part of your Protected Health Information (PHI). Your PHI will be stored electronically with My Clients Plus/Jituzu, a secure storage company that has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption. As well, our clinical session notes will be

stored electronically with My Clients Plus, under the same levels of security.

**VII. Electronic Transfer of PHI for Benefits Verification and Billing Purposes**- If I am credentialed with and a provider for your insurance, I will utilize their website or the website of their designee to electronically verify your insurance benefits and to bill for services provided to you. Your PHI will be securely transferred electronically through this site. Additionally, if your insurance provider is billed, you will generally also receive correspondence from your insurance company, generally known as an explanation of benefits (EOB) statement.

**VIII. Electronic Transfer of PHI for Certain Credit Card Transactions**- I use Vantage Credit Card processing through Jituzu/My Clients Plus. The name on the charge statement will appear as VTG\*Healing Concepts, LLC. I may also utilize Square for processing your credit card information. This company may send the credit card holder a text or an email receipt indicating that you used that credit card for my services, the date you used it, and the amount that was charged. This notification is usually set up two different ways - either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit cardholder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit-card bill. The name on the charge will appear as Healing Concepts, LLC.

**IX. E-mail and Texting (SMS):** Email and texting are not secure means of communication and may compromise your confidentiality. However, I realize that many people prefer to email or text because it is a quick way to convey information. Nonetheless, please know that it is my policy to utilize these means of communication strictly for appointment confirmations. Please do not bring up any therapeutic content via email or text to prevent compromising your confidentiality. You also need to know that I am required to keep a copy or summary of all emails and texts as part of your clinical record that address anything related to therapy. I also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). If you are in a crisis, please do not communicate this to me via email or text because I may not see it in a timely matter. Instead, please see below under "Emergency Procedures." Please do not text and drive.

#### **X. IN CASE OF AN EMERGENCY:**

If you have a mental health emergency, I encourage you not to wait for communication back from me, but do one or more of the following:

- Call Lifeline at **(800) 273-8255 (National Crisis Line)**
- Call 911.
- Go to the emergency room of your choice.

#### **XI. Effective Date, Restrictions and Changes to Private Policy**

- This notice is currently in effect and has been so since August 17, 2020. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI's that the office maintains. I will provide you with a revised notice by mail.