

CEREBRUM POLICIES

Confidentiality and Consent Policy

Effective Date: April 05, 2025

At Cerebrum, we are dedicated to providing a safe, trusting, and professional environment for all clients. This Confidentiality and Consent Policy outlines how we protect your privacy, handle your personal information, and obtain your informed consent for services.

1. Confidentiality

Your privacy is a cornerstone of our therapeutic relationship. We adhere to strict confidentiality standards to safeguard your personal and health information.

- **Scope of Confidentiality:** All information you share with your therapist—whether in sessions, via email, phone, or other communication—is confidential and will not be disclosed to anyone without your explicit written consent, except as outlined below.
- **Exceptions to Confidentiality:**
 - **Risk of Harm:** If there is a credible risk of harm to yourself or others (e.g., suicidal intent, threats of violence), we are legally and ethically obligated to take steps to ensure safety, which may include contacting emergency services or relevant individuals.
 - **Legal Requirements:** We may disclose information if required by law, such as in response to a court order or mandatory reporting laws (e.g., suspected abuse of a child, elder, or dependent adult).
 - **Supervision or Consultation:** Your therapist may consult with other professionals to enhance the quality of your care. In such cases, identifying details will be minimized or omitted to protect your privacy.
- **Couples or Family Therapy:** In cases of couples or family therapy, information shared in joint sessions is considered shared among participants. Information disclosed in individual sessions will not be shared with other parties without your consent, unless it pertains to safety concerns.
- **Records:** Your records are stored securely (e.g., encrypted electronic files or locked physical storage) and accessible only to authorized personnel.

2. Informed Consent

By engaging in services at Cerebrum, you agree to participate in therapy with a clear understanding of the process, risks, benefits, and your rights.

- **Purpose of Therapy:** Therapy aims to support your mental health, address challenges, and work toward your identified goals. Outcomes vary and depend on factors such as your participation and circumstances.
- **Risks and Benefits:** Therapy may involve discussing difficult emotions or experiences, which can sometimes feel uncomfortable before improvement occurs. Benefits may include improved well-being, relationships, or coping skills.
- **Voluntary Participation:** Your participation in therapy is voluntary. You may pause or terminate services at any time, though we encourage discussing this decision with your therapist to ensure a thoughtful conclusion.
- **Therapist's Role:** Your therapist will provide professional guidance but will not make decisions for you. You retain autonomy over your choices and actions.
- **Treatment Plan:** We will collaboratively develop a treatment plan based on your needs and goals, which may evolve over time.

3. Consent to Services

- **Agreement:** By beginning therapy at Cerebrum, you consent to the therapeutic process as described in this policy and any initial discussions with your therapist.
- **Minors:** For clients under 18, a parent or legal guardian must provide written consent. Adolescents may have limited confidentiality rights depending on age and local laws, which will be clarified at the outset.
- **Telehealth:** If services are provided via telehealth, you consent to the use of secure platforms and agree to ensure a private, distraction-free environment during sessions.

4. Use and Disclosure of Information

- **Billing and Insurance:** If you use insurance or request a superbill, limited information (e.g., diagnosis, session dates) may be shared with third parties for reimbursement purposes. You will be informed of what is disclosed.
- **Communication:** We may contact you via phone, email, text for scheduling or administrative purposes. Please specify your preferred method and any privacy preferences.

- **Release of Information:** If you wish for your information to be shared with another party (e.g., a doctor, family member), you must sign a written Release of Information form specifying what may be shared and with whom.

5. Your Rights

- **Access to Records:** You have the right to request a copy of your records, subject to legal and therapeutic limitations (e.g., if access could cause harm). A reasonable fee may apply for copying.
- **Questions or Complaints:** You may ask questions about this policy or your care at any time. If you have concerns, please address them with your therapist. You may also file a complaint with any state licensing board if needed.
- **Revoking Consent:** You may revoke consent to treatment or information-sharing in writing at any time, though this does not apply retroactively to prior disclosures.

6. Security Measures

- **Data Protection:** Electronic records are stored on encrypted, password-protected systems. Physical records are kept in locked storage.
- **Telehealth:** Virtual sessions use HIPAA-compliant platforms, specifically Teams. You are responsible for securing your own device and internet connection.
- **Breach Notification:** In the unlikely event of a data breach, you will be notified promptly as required by law.

Consent to Confidentiality and Consent Policy

By engaging in Cerebrum services, I acknowledge and agree to the Confidentiality and Consent Policies.

Social Media Policy and Consent Form

Effective Date: April 05, 2025

At Cerebrum, we recognize the role of social media in communication and education. This Social Media Policy explains how we use social media, maintain professional boundaries, and protect your privacy. The consent section allows you to opt into specific interactions with Cerebrum online.

Social Media Policy

1. Purpose of Social Media Use

Cerebrum may maintain a presence on platforms such as Facebook and Instagram to:

- Share general mental health education, resources, and updates about our practice.
- Promote services and events (e.g., workshops, group therapy).
- Engage with the community in a professional, non-clinical capacity.

Social media is not used for providing therapy, scheduling appointments, or handling confidential matters.

2. Professional Boundaries

- **No Client-Therapist Interaction:** We do not engage in therapeutic relationships or provide personalized advice via social media. Comments or messages asking for clinical support will not be answered online.
- **Friending/Following:** Therapists will not initiate or accept friend/follow requests from current or former clients on personal social media accounts to maintain professional boundaries.
- **Public Interactions:** If you choose to follow, like, or comment on Cerebrum's public pages, be aware that these actions may be visible to others. We encourage discretion to protect your privacy.

3. Privacy and Confidentiality

- **Your Privacy:** Cerebrum will never disclose your Protected Health Information (PHI) or status as a client on social media without your explicit written consent.

- **Your Responsibility:** Any information you share about your therapy experience (e.g., reviews, comments) on social media is at your discretion. We cannot control or ensure the privacy of such posts.
- **Secure Communication:** For confidential matters, use our secure channels (e.g., phone, email, client portal) rather than social media messaging.

4. Content Guidelines

- **Educational Focus:** Posts will focus on general mental health topics and practice updates, not individual client experiences.
- **No Endorsements:** Liking or sharing third-party content does not imply endorsement by Cerebrum.
- **Moderation:** We reserve the right to remove inappropriate comments (e.g., offensive, spam) from our pages, though we cannot control content on external platforms.

5. Risks of Social Media

- **Visibility:** Interacting with Cerebrum online (e.g., liking a post) may reveal your association with the practice to others.
- **Miscommunication:** Social media is not a substitute for therapy and may lead to misunderstandings if used for personal inquiries.
- **Third-Party Platforms:** We cannot guarantee the security of social media platforms, which are subject to their own privacy policies.

6. Client Reviews or Testimonials

- If you wish to share a review or testimonial about Cerebrum on social media, we appreciate your feedback! However, we will only repost or feature it with your explicit written consent (see Consent section below).
- We will not solicit reviews directly from current clients to avoid ethical conflicts.

7. Contacting Cerebrum

- Use official contact methods (e.g., [insert phone number], [insert email], or our website) for appointments, questions, or concerns—not social media.

Consent to Social Media Interaction

By engaging in Cerebrum services, I acknowledge and agree to the following:

1. I have read and understood Cerebrum's Social Media Policy.
2. I understand that social media is not a secure or confidential way to communicate with my therapist or the practice.
3. I recognize that interacting with Cerebrum's social media (e.g., liking, commenting) may be visible to others and is at my own risk.

Cancellation Policy and Consent Form

Effective Date: April 05, 2025

At Cerebrum, we value your commitment to therapy and strive to maintain a consistent schedule to support your progress. This Cancellation Policy outlines our guidelines for cancelling or rescheduling appointments and the associated fees. By signing this form, you agree to adhere to these terms.

Cancellation Policy

1. Cancellation Notice

- Appointments must be cancelled or rescheduled at least **48 hours** prior to your scheduled session time to avoid a fee.
- Example: For a session on Wednesday at 10:00 AM, cancellation must be received by Monday at 10:00 AM.

2. How to Cancel

- You may cancel or reschedule by contacting us via phone or email.
- Voicemail or email cancellations are acceptable, but they must be received within the 48-hour window. We recommend confirming receipt during business hours.

3. Late Cancellation Fee

- If you cancel or reschedule with less than 48 hours' notice (but before the session begins), you will be charged **75% of the session fee**.
- Example: If your session fee is \$150, the late cancellation fee is \$112.50.

4. No-Show Fee

- If you fail to attend a scheduled session without any prior notice (a "no-show"), you will be charged **100% of the session fee**.
- Example: If your session fee is \$150, the no-show fee is \$150.

5. Payment of Fees

- Cancellation and no-show fees will be charged to the payment method on file or invoiced to you, due within [insert timeframe, e.g., 7 days].
- Unpaid fees may result in suspension of future appointments until the balance is cleared.

6. Exceptions

- We understand that emergencies (e.g., sudden illness, family crisis, or severe weather) may occur. Exceptions to the late cancellation or no-show fee may be considered at the therapist's discretion on a case-by-case basis. Documentation may be requested.

7. Therapist Cancellations

- If your therapist cancels with less than 48 hours' notice for non-emergency reasons, your next session will be offered at no charge or rescheduled at your convenience, based on availability.

8. Purpose of This Policy

- This policy ensures fairness to all clients by reserving your appointment time exclusively for you. Late cancellations or no-shows limit our ability to offer that time to others in need.

Consent to Cancellation Policy

By engaging in Cerebrum services, I acknowledge and agree to the following:

1. I have read and understood Cerebrum's Cancellation Policy.
2. I agree to provide at least 48 hours' notice to cancel or reschedule my appointments to avoid fees.
3. I understand that late cancellations (less than 48 hours) will incur a fee of 75% of the session cost, and no-shows will be charged the full session fee.
4. I authorize Cerebrum to charge the payment method on file or invoice me for any applicable cancellation or no-show fees.

5. I understand that exceptions may be considered for emergencies at the therapist's discretion.

HIPAA Privacy Policy and Consent Form

Effective Date: April 05, 2025

At Cerebrum, we are committed to protecting your privacy and ensuring the confidentiality of your Protected Health Information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA). This document explains how we handle your PHI, your rights under HIPAA, and your consent to our practices.

HIPAA Privacy Policy

1. What is Protected Health Information (PHI)?

PHI includes any information that identifies you and relates to your physical or mental health, healthcare services, or payment for those services (e.g., name, diagnosis, session notes, billing records).

2. How We Use and Disclose Your PHI

We may use or disclose your PHI for the following purposes:

- **Treatment:** To provide therapy services (e.g., coordinating care with another provider if you consent).
- **Payment:** To bill you or a third party (e.g., providing a superbill for insurance reimbursement).
- **Healthcare Operations:** For internal purposes like quality improvement, training, or audits (e.g., consulting with a supervisor while protecting your identity).
- **As Required by Law:** To comply with legal obligations (e.g., court orders, mandatory reporting of abuse).
- **Safety:** To prevent harm to you or others (e.g., if you express intent to harm yourself or someone else).

Other uses or disclosures require your written authorization (see Section 5).

3. Your Rights Under HIPAA

You have the following rights regarding your PHI:

- **Access:** Request to see or obtain a copy of your records (a reasonable fee may apply for copies).
- **Amendment:** Request corrections to inaccurate or incomplete PHI.
- **Accounting of Disclosures:** Receive a list of certain disclosures of your PHI made by Cerebrum.
- **Restriction:** Request limits on how we use or disclose your PHI (we are not required to agree if it impairs care).
- **Confidential Communication:** Request alternative methods for communication (e.g., a different phone number).
- **Revoke Authorization:** Withdraw consent for specific disclosures in writing (does not apply retroactively).
- **File a Complaint:** If you believe your privacy rights have been violated, you may contact us or file a complaint with the U.S. Department of Health and Human Services (HHS) Office for Civil Rights.

4. Our Responsibilities

- **Safeguards:** We maintain physical, electronic, and procedural safeguards to protect your PHI (e.g., encrypted records, locked files).
- **Breach Notification:** If a breach of your unsecured PHI occurs, we will notify you as required by law.
- **Minimum Necessary:** We only use or disclose the minimum PHI necessary for the intended purpose, except in treatment contexts.
- **Staff Training:** Our personnel are trained in HIPAA compliance and privacy practices.

5. Authorization for Additional Disclosures

We will not disclose your PHI to third parties (e.g., family members, employers, or other providers) without your written authorization, except as noted in Section 2. You may revoke this authorization in writing at any time, though it will not affect prior disclosures.

6. Telehealth

If you participate in telehealth sessions, we use HIPAA-compliant platforms (e.g., Teams). You are responsible for ensuring a private, secure environment and device on your end.

7. Changes to This Policy

We may update this policy as needed. You will be notified of significant changes and provided with an updated copy.

Consent to Treatment and HIPAA Practices

By engaging in Cerebrum services, I acknowledge and agree to the following:

1. I have received, read, and understood Cerebrum's HIPAA Privacy Policy (above).
2. I consent to the use and disclosure of my Protected Health Information (PHI) for treatment, payment, and healthcare operations as described.
3. I understand my rights under HIPAA and how to exercise them.
4. I consent to participate in therapy services at Cerebrum, understanding that therapy involves discussing personal matters, potential emotional discomfort, and a collaborative process to achieve my goals.
5. I understand that my participation is voluntary, and I may terminate services at any time (preferably after discussion with my therapist).
6. (Optional) For telehealth services, I agree to use a private, secure environment and accept the risks inherent in virtual communication.

Telehealth and Technology Policy and Consent

Effective Date: April 05, 2025

At Cerebrum, we offer telehealth services to provide flexible, accessible mental health care. This Telehealth and Technology Policy explains how we use technology, protect your privacy, and ensure a safe therapeutic experience. By signing this form, you consent to participate in telehealth services under these terms.

Telehealth and Technology Policy

1. What is Telehealth?

Telehealth refers to the delivery of therapy services via secure video, audio, or other electronic communication platforms, allowing you to meet with your therapist remotely.

2. Platforms and Security

- **Approved Platforms:** Cerebrum uses HIPAA-compliant platforms for telehealth sessions, such as Teams Meetings. These platforms encrypt communications to protect your privacy.
- **Recordings:** Sessions will not be recorded by Cerebrum without your explicit written consent. You are also prohibited from recording sessions without the therapist's consent, as this violates privacy and confidentiality.
- **Data Protection:** Electronic records (e.g., session notes, billing) are stored in encrypted, secure systems accessible only to authorized personnel.

3. Client Responsibilities

To ensure a successful telehealth experience, you agree to:

- **Private Environment:** Participate in sessions from a quiet, private location where you cannot be overheard or interrupted. Public spaces (e.g., cafes, shared offices) are not suitable.
- **Technology:** Use a reliable device (e.g., computer, tablet, smartphone) with a stable internet connection, camera, and microphone. Headphones are recommended for added privacy.

- **Security:** Protect your device with passwords and up-to-date antivirus software. Avoid using public Wi-Fi unless secured with a VPN.
- **Arrival:** Log in 5-10 minutes early to troubleshoot any technical issues. Your session time begins at the scheduled start, regardless of delays on your end.

4. Benefits and Risks

- **Benefits:** Telehealth offers convenience, flexibility, and access to care without travel. It can be as effective as in-person therapy for many clients.
- **Risks:** Potential risks include technical difficulties (e.g., dropped connections), privacy breaches beyond our control (e.g., if someone enters your space), or limitations in observing non-verbal cues compared to in-person sessions.

5. Emergency Procedures

- **Crisis Management:** Telehealth may not be suitable for emergencies. If you experience a mental health crisis (e.g., suicidal thoughts), contact 911, a local crisis hotline 988, or go to the nearest emergency room. Notify your therapist as soon as possible.
- **Location Information:** You must provide your physical location at the start of each session (e.g., city and state) so we can coordinate emergency services if needed.
- **Backup Plan:** If a session is disrupted (e.g., internet failure), your therapist will attempt to reconnect via the platform or an agreed-upon alternative (e.g., phone). If reconnection fails, we will reschedule.

6. Confidentiality

- **Our Commitment:** Your privacy is protected under HIPAA and Cerebrum's Confidentiality Policy. Telehealth sessions are treated with the same confidentiality as in-person sessions.
- **Your Role:** You are responsible for ensuring no one else can hear or access your session. Cerebrum is not liable for breaches caused by your environment or device.

7. Fees and Scheduling

- **Cost:** Telehealth session fees are the same as in-person rates: please visit your therapists' page on our website for pricing. Payment is due at the time of service via credit card or online portal.
- **Cancellation:** The same cancellation policy applies as in-person sessions: 48-hour notice is required, or 75% of your session cost will be charged as a late cancellation/no-show fee.

8. Technical Support

- Cerebrum will provide basic guidance for accessing our telehealth platform. However, we are not responsible for resolving issues with your device, internet, or software beyond our control.

9. Termination of Telehealth

- Telehealth may be discontinued if it's deemed unsuitable for your needs (e.g., clinical complexity, technical barriers). In such cases, we will discuss alternatives, such as in-person sessions or a referral.

Consent to Telehealth Services

By engaging in Cerebrum services, I acknowledge and agree to the following:

1. I have read and understood Cerebrum's Telehealth and Technology Policy.
2. I consent to receive therapy services via telehealth using the platforms specified by Cerebrum.
3. I understand the benefits and risks of telehealth, including potential privacy and technical limitations.
4. I agree to participate from a private, secure location and take reasonable steps to protect my device and connection.
5. I will provide my location at the start of each session and follow emergency procedures if needed.
6. I understand that telehealth is voluntary, and I may switch to in-person sessions (if available) or terminate services at any time, preferably after discussion with my therapist.

