

Health Insurance Portability and Accountability Act (HIPAA) Client Rights & Therapist Duties

This document contains important information about federal law, the Health Insurance Portability and Accountability Act (HIPAA), which provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) for treatment, payment, and health care operations.

HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) explaining how I use and disclose your PHI for treatment, payment, and healthcare operations. The Notice also explains HIPAA and its application to your PHI.

The law requires that I obtain your signature acknowledging that I have provided this to you. If you have any questions, it is your right and obligation to ask, so I can have a further discussion before signing this document. You will also sign an agreement between us when you sign this document. You may revoke this Agreement in writing at any time. That revocation will be binding unless I have acted in reliance on it.

LIMITS ON CONFIDENTIALITY

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

- 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 therapist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, a court order, or, if I receive a subpoena, one that you have been adequately notified of and that you have failed to inform me that you oppose. If you are involved in or contemplating litigation, you should consult an attorney to determine whether a court would likely order me to disclose information.
- I may be required to provide information to a government agency that requests it for health oversight activities within its appropriate legal authority.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient to defend myself.
- If a patient files a workers' compensation claim, and I am providing necessary treatment related to that claim, I must, upon appropriate request, submit treatment reports to the relevant parties, including the patient's employer, the insurance carrier, or an authorized qualified rehabilitation provider.
- I may disclose the minimum necessary health information to my business associates who perform functions on our behalf or provide us with services if the information is required for such functions or 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 situations in which I am legally obligated to take actions I believe necessary to protect others from harm. I may have to reveal some information about a patient's treatment:

- If I 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 I file a report with the Child Protective Services Hotline. Once such a report is filed, I may be required to provide additional information.

- If I know or have reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that I file a report with the Elder Protective Services Hotline. Once such a report is filed, I may be required to provide additional information.
- If I believe that there is a clear and immediate probability of physical harm to the patient, other individuals, or society, I may be required to disclose information to take protective action, including communicating the information to the potential victim, appropriate family member, and/or the police or seeking the patient's hospitalization.

CLIENT RIGHTS AND THERAPIST DUTIES

Use and Disclosure of Protected Health Information:

- **For Treatment** – I use and disclose your health information internally during your treatment. If I wish to provide information outside of our practice for your treatment by another healthcare provider, I will have you sign an authorization to release the information. Furthermore, authorization is required for most uses and disclosures of psychotherapy notes.
- **For Payment** – I may use and disclose your health information to obtain payment for services provided to you as delineated in the Therapy Agreement.
- **For Operations**—I may use and disclose your health information to support our internal operations. This could include reviewing records to ensure quality. I may also use your information to inform you about services, educational activities, and programs that interest you.

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 protect your health care information. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information with your health insurer for payment or operational purposes. I will agree unless a law requires us to share that information.
- **Right to Request Restrictions** – You have the right to request restrictions on specific uses and disclosures of protected health information about you. However, I am not required to agree to the restriction you requested.
- **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 can inspect or obtain a copy (or both) of PHI. Records must be requested in writing, and the release of information must be completed. Furthermore, there is a copying fee charge of **\$1** per page. Please make your request well in advance and allow 2 weeks to receive the copies. If I refuse your request for access to your records, you have a right to review, which I will discuss with you upon request.
- **Right to Amend** – If you believe the information in your records is incorrect and/or missing important information, you can ask us to make specific changes, also known as amending, to your health information. You must make this request in writing. You must tell us why you want to make these changes, and I will decide if it is. I will tell you why within 60 days if I refuse to do so.
- **Right to a Copy of This Notice**—If you received the paperwork electronically, you have a copy in your email. If you completed it in the office during your first session, a copy will be provided as requested or at any time.

- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI regarding you. At your request, I will discuss the details of the accounting process with you.
- **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; I will ensure the person has this authority and can act for you before I act.
- **Right to Choose** – You can decide not to receive services with me. If you wish, I will provide you with the names of other qualified professionals.
- **Right to Terminate**—You have the right to terminate therapeutic services with me at any time without any legal or financial obligations other than those already accrued. Please discuss your decision with me in session before terminating, or at least contact me by phone to let me 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. We will discuss whether I think releasing the information in question to that person or agency might harm you.

Therapist's Duties:

- I am required by law to maintain the privacy of PHI and provide you with a notice of my legal duties and privacy practices regarding PHI. I reserve the right to change the privacy policies and practices described in this notice. However, unless I notify you of such changes, I must abide by the terms currently in effect. If I revise my policies and procedures, I will provide you with a revised notice in the office during our session.

COMPLAINTS

If you are concerned that I have violated your privacy rights or disagree with my decision to access your records, you may contact me, the State Department of Health, or the U.S. Department of Health and Human Services Secretary.

BY CLICKING THE BOX, YOU'RE PROVIDING YOUR E-SIGNATURE, WHICH INDICATES YOU ARE AGREEING YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.