

# NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. YOU MAY HAVE ADDITIONAL RIGHTS UNDER STATE AND LOCAL LAW. PLEASE SEEK LEGAL COUNSEL FROM AN ATTORNEY LICENSED IN YOUR STATE IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS TO HEALTH CARE INFORMATION.

## EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on 04/01/2024

## ACKNOWLEDGEMENT OF RECEIPT OF PRIVACY NOTICE

Under the Health Insurance Portability and Accountability Act of 1996 (hereafter, "HIPAA"), you have certain rights regarding the use and disclosure of your protected health information (hereafter, "PHI").

## I. MY PLEDGE REGARDING HEALTH INFORMATION:

I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information.

I am required by law to:

- Make sure that PHI that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all the information I have about you. The new Notice will be available upon request, in my office, and on my website.

## II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

**For Treatment Payment, or Health Care Operations:** Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization, to carry out the health care provider's own treatment, payment or health care operations. I may also disclose your PHI for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your PHI, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your health condition. I may also use your PHI for operations purposes, including sending you appointment reminders, billing invoices and other documentation.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

**Lawsuits and Disputes:** If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about you or your minor child(ren) in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

### III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. **Psychotherapy Notes.** I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
  - a. For my use in treating you.
  - b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
  - c. For my use in defending myself in legal proceedings instituted by you.
  - d. For use by the Secretary of the Department of Health and Human Services (HHS) to investigate my compliance with HIPAA.
  - e. Required by law and the use or disclosure is limited to the requirements of such law.
  - f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
  - g. Required by a coroner who is performing duties authorized by law.
  - h. Required to help avert a serious threat to the health and safety of others.
2. **Marketing Purposes.** I will not use or disclose your PHI for marketing purposes without your prior written consent. For example, if I request a review from you and plan to share the review publically online or elsewhere to advertise my services or my practice, I will provide you with a release form and HIPAA authorization. The HIPAA authorization is required in the instance that your review contains PHI (i.e., your name, the date of the service you received, the kind of treatment you are seeking or other personal health details). Because you may not realize which information you provide is considered “PHI,” I will send you a HIPAA authorization and request your signature regardless of the content of your review. Once you complete the HIPAA authorization, I will have the legal right to use your review for advertising and marketing purposes, even if it contains PHI. You may withdraw this consent at any time by submitting a written request to me via the email address I keep on file or via certified mail to my address. Once I have received your written withdrawal of consent, I will remove your review from my website and from any other places where I have posted it. I cannot guarantee that others who may have copied your review from my website or from other locations will also remove the review. This is a risk that I want you to be aware of, should you give me permission to post your review.
3. **Sale of PHI.** I will not sell your PHI.

### IV. USES AND DISCLOSURES THAT DO NOT REQUIRE YOUR AUTHORIZATION.

Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons. I have to meet certain legal conditions before I can share your information for these purposes:

1. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.
2. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.

3. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
4. For health oversight activities, including audits and investigations.
5. For judicial and administrative proceedings, including responding to a court or administrative order or subpoena, although my preference is to obtain an Authorization from you before doing so if I am so allowed by the court or administrative officials.
6. For law enforcement purposes, including reporting crimes occurring on my premises.
7. To coroners or medical examiners, when such individuals are performing duties authorized by law.
8. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
9. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counterintelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
10. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
11. For organ and tissue donation requests.

## **V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.**

**Disclosures to family, friends, or others:** You have the right and choice to tell me that I may provide your PHI to a family member, friend, or other person whom you indicate is involved in your care or the payment for your health care, or to share you information in a disaster relief situation. The opportunity to consent may be obtained retroactively in emergency situations to mitigate a serious and immediate threat to health or safety or if you are unconscious.

## **VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:**

1. **The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
2. **The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.** You have the right to request restrictions on the disclosure of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. **The Right to Choose How I Send PHI to You.** You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
4. **The Right to See and Get Copies of Your PHI.** Other than in limited circumstances, you have the right to get an electronic or paper copy of your medical record and other information that I have about you. Ask us how to do this. I will provide you with a copy of your record, or if you agree, a summary of it, within 30 days of receiving your written request. I may charge a reasonable cost based fee for doing so.
5. **The Right to Get a List of the Disclosures I Have Made.** You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, and other disclosures (such as any you ask me to make). Ask me how to do this. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
6. **The Right to Correct or Update Your PHI.** If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say "no" to your request, but I will tell you why in writing within 60 days of receiving your request.

7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by email. And, even if you have agreed to receive this Notice via email, you also have the right to request a paper copy of it.
8. The Right to Choose Someone to Act For You. If you have given someone medical power of attorney or if someone is your legal guardian, that person can make choices about your health information.
9. The Right to Revoke an Authorization.
10. The Right to Opt out of Communications and Fundraising from our Organization.
11. The Right to File a Complaint. You can file a complaint if you feel I have violated your rights by contacting me using the information on page one or by filing a complaint with the HHS Office for Civil Rights located at 200 Independence Avenue, S.W., Washington D.C. 20201, calling HHS at (877) 696-6775, or by visiting [www.hhs.gov/ocr/privacy/hipaa/complaints](http://www.hhs.gov/ocr/privacy/hipaa/complaints). I will not retaliate against you for filing a complaint.

## VII. CHANGES TO THIS NOTICE

I can change the terms of this Notice, and such changes will apply to all the information I have about you. The new Notice will be available upon request, in my office and on my website.

### Limits of Confidentiality

The law protects the privacy of all communication between a client and a counselor. In most situations, Blue Port Counseling PLLC (BPC) can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by Chapter 181 of the Texas Health and Safety Code (HB 300) and HIPAA (available on request with this packet). There are other situations that require only that you provide written, advance consent which is provided by signing this document. Your signature on this Agreement provides consent for the following activities: Although you will probably meet with only one counselor, you are receiving services from the office of BPC. Consequently, you will have a file in our office to which all therapists and some unlicensed staff will have necessary access. I utilize Simple Practice, an online HIPAAcompliant data storage service to store client records. You may view their security overview and privacy policy here <https://www.simplepractice.com/features/security/>.

BPC counselors and staff consult with each other about our work. In most cases, I need to share protected information within BPC for both clinical and administrative purposes, such as scheduling, records management, and quality assurance. All of the mental health professionals and staff are bound by the same rules of confidentiality.

In providing, coordinating, or managing your treatment and other services related to your counseling care, BPC sometimes interacts with other professionals concerning your well-being. An example of this would be when I consult with another health care provider, such as a physician. I will acquire a release of information to keep on file if such coordination is necessary. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, BPC cannot provide any information without a) your (or your legal representative's) written authorization, or b) a court order/subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order BPC to disclose information. If a client files a complaint or lawsuit against BPC, I may disclose relevant information regarding that client in order to defend ourselves.

If I have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or

neglect, the law requires that BPC file a report with the Texas Department of Child Protective Services. Once such a report is filed, I may be required to provide additional information. If I have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services, the law requires that BPC file a report with the Texas Department of Elder Protective Services. Once such a report is filed, I may be required to provide additional information.

If I believe that it is necessary to disclose information to protect against a risk of serious harm being inflicted by you upon yourself, another person, or to the community, BPC may decide to take protective action. Depending on the situation, these actions may include contacting the police/or your emergency contact from your intake paperwork. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit our disclosure to what is necessary. If you disclose past sexual abuse by a mental health provider the law requires that BPC reports this to the proper authorities and licensing entities. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that I discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### Use of Technology for Counseling

Online methods of providing counseling services are evolving all of the time. At BPC we will utilize those means ethically and therapeutically. Technology-assisted distance counseling for individuals, couples, and groups involves the use of the telephone and/or the computer to enable counselors and clients to communicate at a distance when circumstances make this approach necessary or convenient. Tele-counseling involves synchronous distance interaction among counselors and clients using one-to-one or conferencing features of the telephone to communicate. Video-based individual Internet counseling involves synchronous distance interaction between counselor and client using what is seen and heard via video to communicate. I use Simple Practice's telehealth platform. In order to utilize technology for therapy, you must (adapted from the NBCC code of ethics for technology based counseling): Be within the state of Texas, unless you are located on a US military base. Have a release of information for an emergency contact for the location from which you will be calling. You must use a device that is able to provide both video and audio components. Assume responsibility for securing a location to speak with the therapist that is confidential. Understand when communicating via technology, confidentiality cannot always be guaranteed. By engaging in counseling via technology you acknowledge that risk and hold BPC harmless. Agree to an alternate form of communication in case technology fails during the counseling session. If technology fails less than 30 minutes into a counseling session and communication cannot be reestablished, you can reschedule at no charge for the remainder of the missed session. If technology fails over 30 minutes into the session and technology cannot be reestablished, you will be charged for the entire session. Please remember that, when visual cues (video) are unavailable, misunderstandings can occur. technology-based sessions are not recorded or preserved in any way by PBC, but I will take notes (as directed by law).

### Professional Records

The laws and standards of our profession require that BPC keep Protected Health Information about you in your Clinical Record. Your Clinical Record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that I set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, and any reports

that have been sent to anyone. 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 by and/or be upsetting to untrained readers. For this reason, BPC recommends that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, BPC is allowed to charge a copying fee of \$25 (and for certain other expenses). If BPC refuses your request for access to your Clinical Records, you have a right of review, which a counselor will discuss with you upon request.

#### Termination, Death, or Incapacity of a Counselor/Termination Closure of Practice

In the event of my death, or incapacity, all records created as a contract therapist with BPC will be secured and archived with BPC on an encrypted electronic server. In the event of the closure of BPC or the death or incapacitation of its owner, records created by contracted therapists will be secured and archived on an encrypted electronic server until the contents of BPC are probated.

#### Client Rights Regarding Privacy and HIPAA

I may be an out of network provider and will provide you with paperwork you may submit for insurance reimbursement. I will not file that paperwork for you. You should be aware that, in the process of filing for a third party payment, your contract with your health insurance company requires that I provide additional clinical information such as treatment plans or summaries, a diagnosis, or copies of your entire Clinical Record. This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, counselors have no control over what the insurance companies do with it once it is in their hands. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. If you will be filing with your insurance company for reimbursement of fees, please indicate your consent for us to release your PHI by signing below.

#### Minors and Parents

Clients under 18 years of age and their parents should be aware that the law may or may not allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. Information discussed might also be limited due to meeting criteria for Affirmative Defense under Texas Penal Code 22.011. If they agree, during treatment, your provider will provide them (if requested) only with general information about the progress of your treatment, and your attendance at scheduled sessions. If requested, I can also provide parents with a summary of your treatment when it is complete. Any other communication to your parents will require your authorization, unless you meet the criteria set forth above under "Limits of Confidentiality". Before giving parents any information, I will discuss the matter with you, if possible, and do her/his best to handle any objections you may have.

## Social Media

Social media, including but not limited to Facebook, Twitter, Instagram, etc. are not secure in terms of privacy and confidentiality so our policy regarding the use of social media includes the following: I do not provide therapy via social media. I will not acknowledge or return private messages delivered via social media. I will not acknowledge or respond to client emergencies delivered via social media. You may use social media to reveal your own identity as a client of BPC but you may not reveal the identity of another client. Doing so would be a breach of confidentiality and BPC would take all available steps to protect the revealed client's rights, including blocking the offending client from accessing our social media, contacting legal authorities, and referring the offending client to another practice.