Seeds of Peace Counseling & Consulting HIPAA

Notice of Privacy Policies
Health Insurance Portability Accountability Act (HIPAA)

Client Rights & Therapist Duties
This document contains important information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information ("PHI"). HIPAA requires that Seeds of Peace Counseling & Consulting, LLC ("the Company") provide you with a notice of privacy practices for use and disclosure of your PHI. This document explains HIPAA and its application to your PHI in greater detail. The law requires that the Company obtain your signature acknowledging that the Company has provided you with this notice. If you have any questions, it is your right and obligation to ask them prior to signing. When you sign this document, it will represent an agreement between you and the Company. You may revoke this Agreement in writing at any time.

LIMITS ON CONFIDENTIALITY
HIPAA protects the privacy of all communications between you and your therapist. In most situations, your therapist can only release information about your treatment to others if you sign an authorization form. There are some situations where your therapist is permitted or required to disclose information without your consent or authorization. If such a situation arises, your therapist will limit disclosure to what is necessary. Reasons your therapist may have to release your information without authorization include:
1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information may be protected by therapist-patient privilege. Your therapist cannot provide any information without your (or your legal representative's) written authorization, a court order, or a subpoena of which you have been properly notified and failed to inform your therapist that you oppose. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order your therapist to disclose any of your PHI.
2. If a government agency requests your PHI for certain oversight activities, your therapist may be required to provide it to them.
3. If a patient files a complaint or lawsuit against the Company and/or your therapist, your therapist may disclose relevant information regarding that patient to defend the Company and/or your therapist.
4. If a patient files a worker's compensation claim and your therapist is providing necessary treatment related to that claim, your therapist must, upon appropriate request, submit

treatment reports to the appropriate parties, including the patient's employer, the short or long term health insurance carrier, or an authorized qualified rehabilitation provider.
5. Your therapist may disclose the minimum necessary PHI to the Company's Business Associates that perform functions on behalf of the Company or provide the Company with services, if the PHI is necessary for such functions or services. Business Associates sign agreements with the Company to protect the privacy of your PHI and are not allowed to use or disclose any PHI other than as specified in such agreements. These services may include clinical consultation, supervision, and management of client records.

There are some situations in which your therapist is legally obligated to take actions which your therapist believes are necessary to attempt to protect others from harm. Your therapist may have to reveal some information about a patient's treatment:
1. If your therapist knows, or has 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 your therapist file a report with either a local law enforcement agency, DC Child and Family Services Agency (if in the District of Columbia), or the local Department of Social Services (if in Maryland or Virginia). Once such a report is filed, your therapist may be legally required to provide additional information.
2. If your therapist knows or has reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that your therapist file a report with either a local law enforcement agency, D.C. Adult Protective Services (if in the District of Columbia), or the local Department of Social Services (if in Maryland or Virginia). Once such a report is filed, your therapist may be legally required to provide additional information.
3. If your therapist believes that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, your therapist may be legally required to disclose information to take protective action, including communicating the information to the potential victim, a family member, or the police, or seeking hospitalization of the patient.

CLIENT RIGHTS AND THERAPIST DUTIES
Use and Disclosure of Protected Health Information:
● For Treatment – Your therapist may use and disclose your PHI internally in the course of your treatment.
If your therapist wishes to provide your PHI to a health care provider outside of the Company for your

treatment, your therapist will have you sign an authorization form. Furthermore, an authorization is required for most uses and disclosures of psychotherapy notes.

● For Payment – Your therapist may use and disclose your PHI to assist you in obtaining reimbursement for out-of-network services provided to you.

● For Operations – Your therapist may use and disclose your PHI as part of the Company's internal operations. For example, this could mean a review of records to assure quality. Your therapist may also use your PHI to tell you about services, educational activities, and programs that your therapist thinks might be of interest to 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 class.

● Right to Confidentiality – You have the right to have your PHI protected. You can ask the Company not to share that information for the purpose of out-of-network reimbursement with your health insurer. The Company will agree to protect your PHI unless a law requires that your therapist and/or the Company share that information.

● Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of your PHI. However, the Company is 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 your PHI by alternative means and at alternative locations.

● Right to Inspect and Copy – You have the right to inspect and obtain copies of your PHI. Records must be requested with an authorization form. There is a copying fee of $1.00 per page. Please allow two weeks to receive the copies. If the Company refuses your request to access your records, you have a right of review, which your therapist 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 the Company to make certain changes by amending your PHI. You must make this request in writing. You must tell the Company the reasons you want to make these changes. If the Company refuses to do so, the Company will respond in writing within 60 days.

● Right to a Copy of This Notice – If you received this paperwork electronically, a copy will be sent to the email address your provided. If you completed this paperwork in the office at your first session, a copy will be provided to you. You can request another copy at any time.

● Right to an Accounting – You generally have the right to receive an accounting of disclosures of your PHI. Upon your request, the Company will discuss with you the details of the accounting process.
● Right to Choose Someone to Act for You – If you have a legal guardian, they can exercise your rights and make choices about your PHI. The Company will make sure that your legal guardian has this authority and can legally act for you before the Company takes any action.
● Right to Choose – You have the right to decide not to receive therapeutic services from your therapist. If you wish, your therapist will provide you with names of other qualified professionals.
● Right to Terminate – You have the right to terminate therapeutic services with your therapist at any time without any legal or financial obligations other than those already accrued. Your therapist may ask that you discuss your decision with your therapist in session before terminating, or contact your therapist by e-mail or phone to let your therapist know you are terminating services.
● Right to Release Information with Written Consent – With your written consent, any part of your PHI can be released to any person or agency you designate. Together, your therapist and such designated person or agency will discuss whether or not your therapist thinks that releasing your PHI to that person or agency might be harmful to you.

Therapist's Duties:
● The Company is required by law to maintain the privacy of your PHI and provide you with a notice of its legal duties and privacy practices with respect to your PHI. the Company reserves the right to change the privacy policies and practices described in this notice. Unless the Company notifies you of any changes, the Company is required to abide by the terms currently in effect. If the Company revises these policies and procedures, the Company will provide you with a revised notice during our session.

COMPLAINTS
If you are concerned that the Company has violated your privacy rights, or you disagree with a decision the Company made about access to your records, you may contact the Company, the DC Department of Health, the Maryland Department of Health, Division of Corporate Compliance, the Virginia Department of Health, or the U.S. Department of Health and Human Services, Office of Civil Rights.

YOUR SIGNATURE INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. YOUR SIGNATURE ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED A COPY OF THIS NOTICE OF PRIVACY POLICIES.