



HIPAA NOTICE OF PRIVACY PRACTICES

Effective Date: 12/2003

THIS NOTICE DESCRIBES HOW MEDICAL/MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Acorn CES holds your confidentiality in the highest regard, from your identity to the information you offer in session. All client information is protected under both state and federal confidentiality laws. The HIPAA Security Officer and HIPAA Breach Officer is Christy Graham.

THE MOST SECURE WAY TO CONTACT OUR THERAPISTS IS VIA OUR ENCRYPTED CLIENT PORTAL OR FACE TO FACE. However, you may choose to call, or email, but these are not private means of communication. If you choose to contact us in a non-secure way, you accept liability for any breaches that may occur. PLEASE INITIAL HERE _____

If the client is a child, the child has the right to confidential sessions and guardians have rights to information about their treatment. In balancing these rights, the therapist will use discretion as to how much and how specific to be about what occurs in session. If this is a co-parenting situation, information given by one parent will be private unless there is a need to coordinate treatment. Use of the hour will be focused on the child, but may include consultation with one or both of the parents at the therapist's discretion. Concerns should be discussed with the therapist. PLEASE INITIAL HERE _____

Specific information pertaining to your case will not be released to anyone except for specific billing purposes or court orders relating to a criminal case or investigation. There are certain limitations to confidentiality; some of which are required by law and others are required by the professional ethics codes. Please be aware of the following exceptions to privileged communications:

- i) Any evidence or reason to believe that a situation where a child, elderly, or person with a disability is being abused and/or neglected exists. By law, this information must be reported to the Texas Department of Protective and Regulatory Services or other governing body, such as a court.
- ii) Any probability of physical harm to self or others. Protection from physical injury takes precedence over confidentiality. Therefore, if an individual intends to take harmful, dangerous, or criminal action against self or other, we believe it is the therapist's duty to report such action or intent to the authorities.
- iii) If subpoenaed by a court, this may involve providing the court with verbal testimony and/or records such as clinical notes, tapes, letters, testing, and ledgers. Acorn prefers to submit information to the court as Treatment Updates or Summaries and not provide session notes. Please craft requests accordingly.
- iv) Use and disclosure of protected health information is for the purposes of providing services. Providing treatment services, collecting payment and conducting healthcare operations are necessary activities for quality care. State and federal laws allow me to use and disclose your health information for these purposes.
- v) Treatment: Healthcare information will be disclosed to provide, manage, and/or coordinate care. There are times when we may engage in peer consultation. At that time your identity may be revealed. If a referral is needed, information will be shared to assist in coordination or continuity of services.



- vi) Payment: Healthcare information will be disclosed to the insurance company only if you fill out the information on Therapy Appointment. It is your responsibility to enter the information accurately. Our software will automatically send information on your payments to the insurance provider and they will determine your out-of-network benefits.
- vii) Healthcare Operations: Healthcare information may be disclosed to review treatment procedures and business activities, certification, staff training, and compliance and licensing activities. At this time, identifying information may be removed.
- viii) Confidentiality in groups is limited by their nature.
- ix) Any business associate will follow the same practices the therapist has agreed to.

I understand that the encrypted client portal is the most confidential way to communicate. Any other communication, aside from face to face interactions, implies authorization. I authorize email/phone communication between ourselves and the therapist/office by communicating via email/cell phone and by providing our email address/cell phone number to the therapist. I can revoke this consent via email or written letter. Emails/voicemails are run on HIPAA compliant systems. However, mistakes can be made with these types of systems.

Adult Client _____ **Date** _____

Minor Clients

I affirm that I am the legal guardian of _____ and hereby grant permission for my child to participate in counseling/related services with this therapist. I understand that all information pertaining to services shall remain completely confidential except in those cases where confidentiality is limited. The limits of confidentiality, as prescribed by Texas Law and HIPAA, have been explained to me. I further understand that any release of information concerning our services shall occur only with our written consent, except in previously explained cases. I have provided legal proof of guardianship, if necessary, and contact information for other parents or guardians as applicable to our situation.

PLEASE INITIAL HERE. _____

I have provided the most updated custody documentation that is available and pertains to this child.

PLEASE INITIAL HERE. _____

Parent or Guardian _____ **Date** _____

Parent or Guardian _____ **Date** _____