



## Notice Of Privacy Practices

**During the course of assessment and intervention, I create a record of the care and services your child receives from me. I need this record to provide quality care and to comply with certain legal requirements. This notice applies to all of the records of your child's care I generate. This notice will tell you about the ways in which I may use and disclose health information about your child, your rights, and my responsibilities. Please review it carefully.**

### 1. How I typically use and disclose health information about your child

- a. Treatment** I can use your child's health information and share it with other professionals who are treating him or her without your written authorization. The word "treatment" includes, among other things, the coordination and management of health care providers, consultations between health care providers and referrals of a patient from one health care provider to another. For example, I can provide health information to another health care provider to assist the provider in diagnosis and treatment of your child.
- b. Payment** I can use and share your child's health information to help you get payment from your health plan or other entities. For example, I can provide reports, treatment notes, or other documentation to your payment source.
- c. Health care operations** I can use and share your child's health information to run my practice, improve your child's care, and contact you when necessary. For example, I can send you an appointment reminder.

### 2. Other ways I may share or use your child's health information

I am allowed or required to share your child's information in other ways – usually in ways that contribute to the public good. I have to meet many conditions before I can share your child's information for these purposes.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers)

- a. Work with volunteers** As part of your child's Treatment and the Health Care Operations of my business, I work with volunteers who may participate in sessions, observe your child and have access to protected health information. Volunteers are required to sign confidentiality agreements.
- b. Reporting suspected abuse, neglect, or domestic violence** I am required by law to report suspected child abuse.
- c. Help with public health and safety issues**, such as reporting a communicable disease or preventing or reducing a serious threat to anyone's health or safety
- d. Research**, including studying and comparing the health of clients who received one form of therapy versus those who received another form of therapy for the same condition.
- e. To comply with the law** 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. This includes audits by the Department of Health and Human Services to see that I'm complying with federal privacy law.
- f. Work with a medical examiner or funeral director**





- g. Respond to lawsuits and legal actions**, for example, I can share health information about your child in response to a court or administrative order, or in response to a subpoena.
- h. Address workers' compensation, law enforcement, and other government requests** including reporting crimes occurring on my premises, working with health oversight agencies for activities authorized by law, and for special government functions such as military, national security, and presidential protective services

### 3. Situations in which you can make choices about the use and disclosure of your child's information

- a. Sharing information with family, close friends, or others involved in your child's care.** I may share your child's health information with a family member, friend, or other person that you indicate is involved in your child's care or payment of health care, unless you object. The opportunity to consent may be obtained retroactively in emergency situations. If a non-parent caregiver is present at your child's session, I will infer consent to discuss the treatment session, answer questions, and make recommendations unless you tell me otherwise. You have the right to tell me how and what I communicate with family, friends, and similar people involved in your child's care.
- b. Disaster relief situations** You may tell me how and what I communicate in the case of a disaster. If you are not able to tell me your preference, for example if you are unconscious or not present, I may share your child's information if I believe it is in the best interest of your child or when needed to lessen a serious and imminent threat to health or safety.
- c. Marketing purposes and sale of information** I will never market or sell health information without your written consent.
- d. Fundraising.** I may contact you for fundraising efforts, but you can tell me not to contact you again.

### 4. Your Rights

You have a right to the following:

- a. Authorize me to use your child's protected health information for any other purposes not mentioned in this notice with your written authorization.** You may revoke this authorization at any time with a written request. Revoking your authorization will not affect any use or disclosures permitted by your authorization while it was in effect.
- b. See and get electronic or paper copies of your child's medical record** I will provide you with a copy or a summary of your child's record within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
- c. Correct or update your child's record** If you believe that there is a mistake in your child's record, or that a piece of important information is missing, 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.





- d. **Ask me to limit what I use or share** You can ask me not to use or share certain health information for treatment, payment, or my operations. I am not required to agree to your request, and I may say “no” if it would affect your child’s care. When you pay out-of-pocket in full for services with me, you can ask me not to share that information with your health insurer for the purpose of payment or my operations, and I will say “yes” unless a law requires me to share that information.
- e. **Choose how I communicate with you** You have the right to ask me to contact you in a specific way (for example, home or office phone), and I will agree to all reasonable requests.
- f. **Get a list of those with whom I’ve shared information** You can ask for a list (accounting) of the times I have shared your child’s health information for six years prior to the date you ask, who I shared it with, and why. I will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked me to make). I will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- g. **Get a copy of this privacy notice** You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. I will provide you with a paper copy promptly.
- h. **Ask for more information, or file a complaint if you feel your rights are violated.** I will not retaliate against you for filing a complaint.
  - i. You can complain directly to me if you feel I have violated your rights by contacting me using the information on this notice.
  - ii. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

#### 5. My responsibilities regarding health information

I understand that your child’s health information is personal. I am committed to protecting health information about you. I am required by law to:

- a. Maintain the privacy and security of your child’s protected health information.
- b. I will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- c. Follow the duties and privacy practices described in this notice and give you a copy of it.
- d. Refrain from using or sharing your child’s health information other than as described here unless you tell me I can in writing.
- e. Make available to you changes in the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

**I acknowledge that I have received and read the Notice of Privacy Practices.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)





### **Electronic Records and Payments Disclosure**

I maintain a record-keeping system using Simple Practice and in a G-suite Google Drive file. These systems are cloud-based, meaning the records are stored on servers connected to the internet. To help prevent the loss or damage of records, I keep backups of records in an encrypted hard drive which is stored in a locked facility.

#### **1. Security Of My Cloud-based Records**

- a. I have entered into a HIPAA Business Associate Agreement with Simple Practice and Google. Because of this agreement, Simple Practice and Google are obligated by federal law to employ various technical security measures to protect these records from unauthorized use or disclosure. The computers on which these records are stored are kept in secure data centers, where various physical security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
- b. I have my own security measures for protecting the devices that I use to access these records. On computers, I employ security screens, firewalls, antivirus software and passwords to protect the computer and to protect the records from unauthorized access. With mobile devices, I use security screens, passwords, remote tracking, and remote wipe to maintain the security of the device and prevent unauthorized persons from using it to access my records.
- c. While Simple Practice, Google, and I use security measures to protect these records, their security cannot be guaranteed.
- d. Some workforce members at Google or Simple Practice, such as engineers or administrators, may have the ability to access these records for the purpose of maintaining the system itself. As a HIPAA Business Associate, Google and Simple Practice are obligated by law to train their staff on the proper maintenance of confidential records and to prevent misuse or unauthorized disclosure of these records. This protection cannot be guaranteed, however.
- e. My record-keeping company keeps a log of my transactions with the system for various purposes, including maintaining the integrity of the records and allowing for security audits as required by law.

#### **2. Electronic Payments**

After using electronic payment types including VenMo, Paypal, or credit card processing, the payment processing service may send you receipts by email or text message. These receipts may include my business name, and may indicate that you have paid for a therapy session. It is possible the receipt may be sent automatically, without first asking you. I am unable to control this and I may not be able to control which email address or phone number your receipt is sent to. In addition to these emails or text messages, payments made by credit card may appear on your credit card statement as being made to Anne Swart/Hoot Hoot OT.

**I have received and read the Electronic Records and Payments Disclosures.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

