

SANCTUARY COUNSELING, LLC
18 Washington St., Suite 176
Canton, MA 02021
617-982-3173

This notice went into effect on February 2, 2023

NOTICE OF PRIVACY PRACTICES / MASSACHUSETTS NOTICE FORM

Notice of Sanctuary Counseling, LLC's Policies and Practices to Protect the Privacy of Your Health Information

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 protected health information ("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 information I have about you. The new Notice will be available upon request.

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

I. Uses and Disclosures for Treatment, Payment and Health Care Operations

Sanctuary Counseling, LLC may use or disclose your protected health information (PHI), for treatment, payment and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

“PHI” refers to information in your health record that could identify you.

“Treatment, Payment and Health Care Operations”

- Treatment is when Sanctuary Counseling, LLC provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when Sanctuary Counseling, LLC consults with another health care provider, such as your family physician or another mental health professional.

- Payment is when Sanctuary Counseling, LLC obtains reimbursement for your health care. Examples of payment are when Sanctuary Counseling, LLC discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

- Health Care Operations are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters, such as audits and administrative services, and case management and care coordination.

“Use” applies only to activities within Sanctuary Counseling, LLC, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

“Disclosure” applies to activities outside of Sanctuary Counseling, LLC, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Sanctuary Counseling, LLC may use or disclose PHI for purposes outside of treatment, payment and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when Sanctuary Counseling, LLC is asked for information for purposes outside treatment,

payment and health care operations, Sanctuary Counseling, LLC will obtain an authorization from you before releasing this information.

You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Sanctuary Counseling, LLC has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage and the law provides the insurer the right to contest the claim under the policy.

Sanctuary Counseling, LLC will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

III. Uses and Disclosures with Neither Consent nor Authorization

Sanctuary Counseling, LLC may use or disclose PHI without your consent or authorization in the following circumstances:

Child Abuse:

If Sanctuary Counseling, LLC, in their professional capacity, has reasonable cause to believe that a minor child is suffering physical or emotional injury resulting from abuse inflicted upon him or her by a caregiver which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect, including malnutrition, Sanctuary Counseling, LLC must immediately report such condition to the Massachusetts Department of Social Services and/or other authorities.

Elder Abuse:

If Sanctuary Counseling, LLC has reasonable cause to believe that an elderly person (age 60 or older) is suffering from or has died as a result of abuse, Sanctuary Counseling, LLC must immediately make a report to the Massachusetts Department of Elder Affairs. We are also mandated to report instances of abuse/neglect on handicapped people.

Health Oversight:

The various Boards of Registration have the power, when necessary, to subpoena relevant records should a Sanctuary Counseling, LLC clinical staff member be the focus of an inquiry.

Judicial or Administrative Proceedings:

If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law and Sanctuary Counseling, LLC will not release information without written authorization from you or your legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety:

If you communicate to your clinician an explicit threat to kill or inflict serious bodily injury upon an identified person and you have the apparent intent and ability to carry out the threat, your clinician must take reasonable precautions. Reasonable precautions may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization. Sanctuary Counseling, LLC must also do so if your clinician knows that you have a history of physical violence and believes there is a clear and present danger that you will attempt to kill or inflict bodily injury upon an identified person.

Furthermore, if you present a clear and present danger to yourself and refuse to accept further appropriate treatment, and your Sanctuary Counseling, LLC clinician has a reasonable basis to believe that you should be committed to a hospital, your clinician must seek said commitment and may contact members of your family or other individuals if it would assist in protecting you.

Worker's Compensation:

If you file a worker's compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Division of Worker's Compensation.

When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a

state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. Patient's Rights and Sanctuary Counseling, LLC Clinical Staff Duties Patient's Rights:

Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, Sanctuary Counseling, LLC 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 PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are being treated at Sanctuary Counseling, LLC. Upon your request, Sanctuary Counseling, LLC will send your bills to another address.)

Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI in Sanctuary Counseling, LLC mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Sanctuary Counseling, LLC may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, your clinician will discuss with you the details of the request and denial process.

Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your clinician may deny your request. On your request, your clinician will discuss with you the details of the amendment process.

Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, your clinician will discuss with you the details of the accounting process.

Right to a Paper Copy – You have the right to obtain a paper copy of the NOTICE from Sanctuary Counseling, LLC upon request. (Sanctuary Counseling, LLC provides a digital copy of the document to all patients in the first session.)

Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket – You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.

Right to be Notified if There is a Breach of Your Unsecured PHI – You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Sanctuary Counseling, LLC Clinical Staff Duties:

Sanctuary Counseling, LLC is required by law to maintain the privacy of PHI and to provide you with a notice of its legal duties and privacy practices with respect to PHI.

Sanctuary Counseling, LLC reserves the right to change the privacy policies and practices described in this notice. Unless Sanctuary Counseling, LLC notifies you of such changes, however, Sanctuary Counseling, LLC is required to abide by the terms currently in effect.

If Sanctuary Counseling, LLC revises its policies and procedures, forms or otherwise, Sanctuary Counseling, LLC will deliver an updated copy either in person or by mail.

V. Breach Notification

The HITECH Act added a requirement to HIPAA that psychologists (and other covered entities) must give notice to patients and to HHS if they discover that “unsecured” Protected Health Information (PHI) has been breached. A “breach” is defined as the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; and unauthorized viewing of PHI by an employee in your practice. PHI is “unsecured” if it is not encrypted to government standards.

VI. Complaints

If you are concerned that Sanctuary Counseling, LLC has violated your privacy rights, or you disagree with a decision Sanctuary Counseling, LLC made about access to your records, you may contact Dr. Schwerdel at sarah@sanctuarycounselingboston.com

You may also send a written complaint to the Secretary of the Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VII. Effective Date: This notice will go into effect on February 2, 2023

Acknowledgement of Receipt of Privacy Notice

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