



Notice of Privacy Practices/HIPAA Compliance

Your therapist is legally required to inform you of how he/she/they may use and disclose your Personal Health Information (PHI) to carry out treatment, payment or health care operations and for other purposes permitted or required by law. This notice also describes your rights to access and control your PHI. PHI is data including demographic information that may identify you and relates to your past, present, or future physical or mental health/condition and related healthcare services. This disclosure should be carefully reviewed and saved for your files. Upon request, you have the right to obtain from your therapist an additional paper copy of this notice.

We understand that health information about you and your health care is personal. We are committed to protecting your health information. We create a record of the care and services you receive from Unique Therapy, PLLC and we 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 we may use and disclose health information about you. We also describe your rights to the health information we keep about you and describe certain obligations we have regarding the use and disclosure of your health information.

How We May Use and Disclose Health Information About You

The following categories describe different ways that we use and disclose health information. Not every use or disclosure in a category will be listed. However, all of the ways we are 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 to use or disclose the patient'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. We may also disclose your protected health information 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 personal health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition. 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, we may disclose health information in response to a court or administrative order. We may also disclose health information about your child 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.

Limits of Confidentiality

Except in the following circumstances, all information you disclose to your therapist is kept confidential and not shared with anyone outside of the practice. With numbers 1-4 below, mental health professionals are required by law to break confidentiality in order to protect you and/or others who might be in danger.

1. There is reasonable suspicion of child, dependent adult or elder adult abuse or neglect. Examples include but are not limited to sexual abuse, physical contact that leaves bruises or scars, driving or caring for a child/dependent adult while under the influence of drugs or alcohol, child witnessing domestic violence, and providing illicit drugs or alcohol to a child or adolescent.
2. You reveal to your therapist that an alleged perpetrator (sexually, physically and/or emotionally abusive) is in contact with minors and there is reasonable suspicion he/she/they may still be abusing minors.
3. There is reasonable suspicion you may present an imminent danger of violence to others.
4. There is reasonable suspicion you are likely to physically harm yourself (seriously injure or attempt suicide) in the near future unless protective measures are taken.
5. You currently or have previously received relevant treatment from another healthcare provider and have signed a Release of Information form so your therapist may consult with this provider. This will help better coordinate your treatment. While it is your decision whether to provide this consent, in some cases (i.e., eating disorders or substance abuse), your therapist may not be able to treat you without such consent. In such cases, your therapist will need to terminate treatment and provide referrals to other providers.
6. With a completed and signed Release of Information form, your therapist can reveal all or portions of your records to any person or entity you specify. In advance of any disclosure, you have the right to inspect/know any records/information to be given to such persons or entities. Your therapist will inform you whether or not he/she/they thinks releasing certain information to a specific person or entity might be harmful to you (i.e., with the U.S. Dept. of Defense).
7. If a court of law issues an order (not a subpoena) for release of your records, your therapist is legally required to comply with the order. However, it is rare for a court to issue an order overriding therapist/client confidentiality.



8. If you file a malpractice complaint against your therapist and his/her attorney believes it in his/her best interests to use all or parts of your treatment records for his/her legal defense.

Adolescents and Parents/Guardians

Although an adolescent patient's parents/guardians hold the right to review the client's records, and to know about all aspects of the client's treatment and what is discussed in sessions, your therapist requests that guardians not exercise this right. Instead, your therapist requests guardians' agreement that he/she/they only breach confidentiality if and when he/she/they becomes aware of the adolescent client being in, or placing others in, imminent danger of physical harm. Examples include but are not limited to: patient experiencing suicidal or homicidal thoughts, medically serious self-injury or eating disorder symptoms, substance abuse with potentially dangerous medical consequences, or driving under the influence of alcohol or drugs.

Participants in Couples or Family Therapy

In working with a couple or family, your therapist considers that couple or family as a whole (the "treatment unit") to be his/her patient. During therapy, your therapist may see a smaller part of the treatment unit (i.e., an individual or 2 siblings) for one or more sessions. These sessions should be viewed as a part of his/her work with the whole family or couple. If you are involved in one or more of these sessions, understand information gathered in these sessions is generally held confidential. However, with secrets that would otherwise impede treatment, it may be necessary to share information learned in one of these sessions with the entire treatment unit. Your therapist will use his/her best judgment as to whether, when, and to what extent such disclosures need to be made. However, he/she/they will first give the holder of the secret the opportunity to make the disclosure him/herself. If your therapist is not free to exercise his/her clinical judgment in this regard, he/she/they may need to terminate treatment and provide appropriate referrals. That said, if you need to discuss matters you absolutely do not want shared with the treatment unit, you should first consult with another therapist who can provide unbiased guidance. Please feel free to ask your therapist for referrals; he/she/they will keep your request private.

Communication Between Sessions

When your therapist leaves a message for you in any form, they will attempt to be as vague as possible while conveying necessary information.

Email: Email accounts may be hacked, and any company/individual on whose server you access your email has the right to review your messages (even with personal accounts). Even if you do not explicitly give consent on a Patient Contact Information form, if you initiate contact with your therapist via email, unless you subsequently request otherwise, he/she/they will assume



you are willingly taking this risk and that he/she/they may use email (with your sending address) to contact you in the future.

Text Messages: While text messaging is convenient, your therapist respects any patient's reluctance to use text messaging, as it is not a confidential form of communication. Text messages typically immediately appear on a cell phone's screen even when it is password-protected and thus may be visible to anyone within close physical proximity. Further, anyone with access to your phone may view text messages held within your history. Even if you do not explicitly give consent on a Patient Contact Information form, if you initiate contact with your therapist via text message, unless you subsequently request otherwise, he/she/they will assume you are willingly taking this risk and that he/she/they may use text messaging (with your sending phone number) to contact you in the future.

*However, please note email, voicemail, and text messaging communication with clinicians at Unique Therapy, PLLC is not to be used in emergency or crisis situations. In such situations, please directly call 911.

Online Applications

Like virtually any electronic media, any of these online applications may not be completely secure. A system may be hacked, and any company or individual on whose server you connect to these services has the right to record and review your activity on them. Please keep privacy risks in mind and make informed decisions about when and where to access any of these services.

Please note the following details about the online applications the practice employs: Simple Practice and Zoom Conversations are encrypted to maximize web security. Your therapist also does not record or give permission to patients to record any teletherapy sessions or interactions.

Public Encounters

To protect your privacy, if your therapist sees you in public (outside of the therapeutic setting), he/she/they will not in any way acknowledge knowing you unless you do first. If you do acknowledge your therapist, he/she/they will not disclose to anyone else present how he/she/they knows you; it is your decision whether or how to introduce him/her/them to anyone else present.

Patient Records

Your clinical file will consist of legal forms such as this document, clinical progress notes, and a record of visits and payments. Clinical progress notes will contain enough information about your treatment to justify it, should such justification ever become an issue. No one else will



have access to your records except under the conditions described on this document. You have a right to request a written treatment summary or discharge summary.

Amendments to This Policy

Your therapist reserves the right to change the terms of this notice and will inform you via phone or by mail of any changes. You then have the right to object or discontinue treatment as you deem necessary.

Concerns/Complaints

Please contact your therapist with any questions or concerns about the privacy/security of your PHI. You may complain to your therapist directly and/or to the Secretary of Health and Human Services if you believe he/she/they has violated your privacy rights. By signing here, you acknowledge you have read and understand the information in this disclosure, that you have discussed its contents with your therapist, and that you are entering (or are entering your dependent child/ward) into therapy in agreement with this policy. You also acknowledge being provided a copy (printed or online) of this document for your records.