

# SANTOS COUNSELING P.L.L.C



3300 Battleground Avenue Ste 303 | Greensboro, NC | 27410 | 336.707.1723  
3410 Healy Drive Ste 203 | Winston-Salem, NC | 27103 | 336.707.1723  
www.santoscounseling.com | juansantos@santoscounseling.com | @santoscounseling

*This document is intended to provide information that may not have been emphasized in the Professional Disclosure Statement regarding our policies, state and federal laws, and your rights. If you have other questions or concerns, please ask and we will try our best to give you all the information you request.*

## Notice of Privacy Practice (HIPAA)

- We may use or disclose your health information for our normal health care operations. Use and disclosure of your PHI for marketing and the sale of PHI is not permitted without your written consent.
- We may use or disclose your health information for payment of the service. We may send reports, medical records and progress notes to obtain payment from your insurance company. You have the right to restrict the disclosure of PHI to your insurance company if you pay for services in full.
- We may share your medical information with our business associates, such as billing services and software. We have a written contract with each business associate to protect your privacy.
- We may use your information to contact you via telephone, text messaging or email that you provide. For example, we may send you an appointment reminder through a text message or email. You have the right to choose which methods of communications that you refuse during the intake forms and anytime thereafter.
- We may release some or all of your health information with required by law.
- If this practice is sold, your information will become the property of the new owner.
- You have the right to know of any uses or disclosures we make with your health information beyond the above normal uses.
- You have the right to transfer copies of your health information to another practice.
- You have the right to see or receive a copy of any or all of your health information. You can request, in writing, an amendment or change to your health information. We may or may not make the changes you request, but will add any statement that you provide in your file. If we agree to an amendment or change, we will not remove or alter earlier documents, but will add new information.
- We utilize electronic systems to store some of your PHI. Should a breach in security occur, we are required to notify you within 60 days of the said breach.
- Except as described above, this practice will not use or disclose your health information without your prior written authorization. You may request in writing that we not use or disclose your health information as described above. We will notify you if we are able to fulfill your request.
- You have the right to receive a copy of this notice. If we change any of the details of this notice, we will notify you of the changes in writing.

Your signature below indicates that you have read the Notice of Privacy Practices (HIPAA) and that you have received a copy.

Signature:	
Printed name:	
Date:	

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## North Carolina Notice Form

Notice of Mental Health Provider's Policies and Practices  
To Protect the Privacy of Your Health Information

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 and Health Care Operations

We may use or disclose your protected health information (PHI) for treatment 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 and Health Care Operations"
  - *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
  - *Health Care Operations* are activities that related 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 our office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside our office, such as releasing, transferring, or providing access to information about you to other parties.

### II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, or 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 we are asked for information for purposes outside of treatment, or health care operations, we will also need to obtain an authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

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

### III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* - If we have reasonable cause to believe that a child has been abused we must report that belief to the appropriate authority.

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- *Adult and Domestic Abuse* – If we have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, we must report that belief to the appropriate authority.
- *Health Oversight Activities* - If we are the subjects of an inquiry by our NC Professional Licensing Examiners, we may be required to disclose protected health information regarding you in proceedings before the Board.
- *Judicial and Administrative Proceedings* - If you are involved in a court proceeding and a request is made about the professional services we provided you or the records thereof, such information is privileged under state law, and we will not release information without your written consent 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 advanced if this is the case.
- *Serious Threat to Health or Safety* - If we determine, or pursuant to the standards of our profession should determine, that you present a serious danger of violence to yourself or another, we may disclose information in order to provide protection against such danger for you or the intended victim.
- *Worker's Compensation* - I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

## IV. Client's Rights and Licensed Clinician's Duties

### Client's Rights:

- *Right to Request Restrictions* - You have the right to request restrictions on certain uses and disclosures of protected health information. However, we are 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 by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us).
- *Right to Inspect and Copy* - You have the right to inspect or obtain a copy (or both) of our mental health records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I 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. We may deny your request. On your request, we will discuss with you the details of the amendment process.

### Licensed Mental Health Clinician's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, you may obtain a revised notice at our offices.

## V. Questions and Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact us at (336) 707-1723 to discuss your concerns.

If you believe that your privacy has been violated and wish to file a complaint with us, you may send your written complaint to Santos Counseling, 3300 Battleground Ave, Suite 303 Greensboro, NC 27410.

You may also send a written complaint to the North Carolina Board of Licensed Professional Counselors:

North Carolina Board of Licensed Professional Counselors

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P.O. Box 77819  
Greensboro, NC 27417  
Phone: 844-622-3572 or 336-217-6007  
Fax: 336-217-9450  
E-mail: Complaints@ncblpc.org




You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

## VI. Effective Dates, Restrictions, and Changes to Privacy Policy

This notice is effective as of January 1, 2013.

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. If we change the terms of this notice, you may obtain a revised notice at our office.

Your signature below indicates that you have read the foregoing North Carolina Notice Form and that you have received a copy.

<b>Signature:</b>	
<b>Printed name:</b>	
<b>Date:</b>	

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## Client Rights and Responsibilities

Santos Counseling PLLC does not discriminate on the basis of religion, race, gender, marital status, age, sexual orientation, national origin, disability or public assistance status. Every client:

- Has the right to be treated with respect and recognition of your dignity and right to privacy;
- Has the right to participate with providers/practitioners in making decisions about your health care;
- Has the right to treatment, including access to medical care and habilitation, regardless of age or degree of mental illness, developmental disabilities, or substance abuse;
- Has the right to a candid discussion with service providers/practitioners on appropriate or medically necessary treatment options for your condition, regardless of cost or benefit coverage.
  - They may need to decide among relevant treatment options, the risks, benefits, and consequences, including their right to refuse treatment and to express their preferences about future treatment decisions regardless of benefit coverage limitation;
- Has the right to voice complaints or appeals about the provider or the care the practice provides;
- Has the responsibility to supply information (to the extent possible) that practice and its practitioners and providers need in order to provide care;
- Has the responsibility to follow plans and instructions for care that they have agreed to with their provider(s)/practitioner(s);
- Has the responsibility to understand their health problems and participate in developing mutually agreed-upon treatment goals, to the degree possible;
- Has the right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;
- Has the right to request and receive a copy of his or her medical record subject to therapeutic privilege.
  - If the doctor or therapist determines that this would be detrimental to their physical or mental well-being, they can request that the information be sent to a physician or professional of their choice;
- Has the right to consent to treatment and or refuse treatment.
- Has the right to ask questions when they do not understand their care or what the expectations are; and

Your signature below indicates that you have read the Client Rights and Responsibilities Form and that you have received a copy.

<b>Signature:</b>	
<b>Printed name:</b>	
<b>Date:</b>	

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## Electronic Communication Agreement and Authorization

It is the policy of Santos Counseling, PLLC that all representatives of Santos Counseling, PLLC will make all electronic communications sent or received that concern the diagnosis or treatment of the client a part of that patient's medical record. Electronic communications can include (but not limit to) SMS messages, text messages, email, and virtual communication (including virtual video services). Santos Counseling, PLLC will treat all such messages and communication with the same degree of confidentiality afforded to other portions of the medical record. Santos Counseling, PLLC will use reasonable means to protect the security and confidentiality of electronic communications.

Possible risks of electronic communication include (but not limited to):

- These communications can be broadcast worldwide and be received by many intended and unintended recipients.
- Recipient can forward messages to other recipients with the original sender's permission or knowledge.
- Sender can easily misaddress an electronic communication.
- Electronic communication is easier to falsify than handwritten or signed documents.
- Copies of electronic communications may exist even after the sender/recipient has deleted the copy.

Because of the risks outlined above, we cannot guarantee the security and confidentiality of electronic communications. Thus, clients must authorize the use of electronic communications for discussions of confidential medical information having been informed of the above risks. Consent to the use of electronic communications includes agreements to the following:

- All electronic communications to and from the patient concerning diagnosis or treatment will be made part of the client's medical record.
- Santos Counseling, PLLC will attempt to read and respond to all electronic communications in a timely manner, if warranted. Santos Counseling, PLLC cannot guarantee that the recipient of an electronic communication will read the message promptly. Therefore, clients must not use electronic communications in a medical emergency.
- If the electronic communication is not responded to within a reasonable time, the client is responsible for following up to determine whether the intended recipient received the electronic communication and when the recipient will respond.
- Santos Counseling, PLLC cannot guarantee that electronic communications will be private. Santos Counseling, PLLC will take reasonable steps to protect the confidentiality of client electronic communications but is not liable for improper disclosure of confidential information not caused by Santos Counseling, PLLC's gross reliance or wanton misconduct.
- If the client consents to the use of electronic communication, he/she is responsible for informing Santos Counseling, PLLC of any type of information the client does not want to be sent via electronic communication.

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- Client is responsible for protecting his/her password or other means of access for all electronic communications sent or received from Santos Counseling, PLLC to protect confidentiality. Santos Counseling, PLLC is not liable for breaches of confidentiality caused by the client.
- Any use of electronic communication by the client that discusses diagnosis or treatment by the client constitutes informed consent to the foregoing.
- You may withdraw consent to the use of certain types of electronic communications by email or written communication to Santos Counseling, PLLC.
- Being informed of these risks, client who choose to utilize electronic commutations with Santos Counseling, PLLC thereby communicate their authorization for such communication, including replies from Santos Counseling, PLLC.

Your signature below indicates that you fully understand and agree to the terms of this Electronic Communication Agreement.

<b>Signature:</b>	
<b>Printed name:</b>	
<b>Date:</b>	