

## **USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

I may disclose your PHI, without specific authorization from you, for the following purposes:

1. **Treatment:** Treatment refers to the provision, coordination, or management of mental health care and related services by one or more health care providers. For example, I may use your information to plan your course of treatment and consult with other health care professionals or their staff concerning services needed or provided to you.
2. **Payment:** Payment refers to when I attempt to obtain reimbursement for your healthcare from a third party such as an insurance company. I will disclose the minimum required for reimbursement.
3. **Health Care Operations:** This is when I disclose and use your PHI to support business operations such as quality assessment activities, licensing, and audits.
4. **Contacting you.** I may contact you to remind you of appointments and to tell you about other information that might be of benefit to you.
5. **Required by Law.** I will disclose your PHI when required by law. This includes, but is not limited to: (a) reporting child abuse or neglect to the Department of Human Services or to law enforcement; (b) when court ordered to release information; (c) when there is a legal duty to warn of a threat that you have made of imminent physical violence, health care professionals are required to notify the potential victim of such a threat, and report it to law enforcement; (d) when you are imminently dangerous to yourself or others, or are gravely disabled, I may have a duty to hospitalize you in order to obtain a 72-hour evaluation; and (e) when required to report a threat to the national security of the United States.
6. **Observed Crimes.** Crimes that are observed by me will be reported to law enforcement.
7. **Family Members.** Except for certain minors, incompetent clients, or involuntary clients, your PHI cannot be provided to family members without your consent. In situations where family members are present during a discussion with you, and it can be reasonably inferred from the circumstances that you do not object, information may be disclosed in the course of that discussion. However, if you object, protected health information will not be disclosed.
8. **Emergencies.** In life threatening emergencies, I will disclose information necessary to avoid serious harm or death.

**NOTE:** I may also disclose your PHI when you sign a release of information, until that release is revoked in writing. I am required to notify you of any breach that may have compromised the privacy or security of your PHI. I will reasonably safeguard PHI from impermissible uses and disclosures. Safeguards may include, but are not limited to the following:

1. I will not leave your PHI unattended where third parties without a need to know can view it.
2. Conversations about your PHI will take place only in a private area.
3. I will obtain your consent prior to sending any PHI by unsecured electronic transmissions.

### **Changes to the Terms of this Notice**

I may change the terms of this notice at any time, which will apply to all your PHI information in my possession. This Notice is available upon request in my office and on my web site, and is effective as of May 7, 2018. You can learn more at [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

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Client (or responsible adult's) Signature

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Date