

CLIENT'S RIGHTS

Right to Request Restrictions

You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.

Right to Receive Confidential Communications

You have the right to request and receive confidential communications of protected health information by alternative means (not electronic) and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I 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 protected health information in my mental health and billing records for as long as that protected health information is maintained in the record.

Right to Amend

You have the right to request an amendment of protected health information for as long as the protected health information is maintained in the record. On your request, I 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 protected health information. On your request, I will discuss with you the details of the accounting process.

THERAPIST'S DUTIES

I am required by law to maintain the privacy of protected health information and to provide you with a notice of my legal duties and privacy practices with respect to protected health information.

I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

If I revise my policies and procedures, I will provide this information to you in our next therapy session or as the occasion demands if you are no longer a therapy client.

COMPLAINTS

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may register a written, detailed complaint with me.

EFFECTIVE DATE

This notice is effective as of March 11, 2012. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that I maintain. I will provide you with a revised notice in our next therapy session or as the occasion demands if you are no longer a therapy client.

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YOUR **PRIVACY**

DEFINITIONS

Protected health information: anything in your health record that could identify you.

Treatment: provision, coordination, or management of 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 therapist.

Payment: obtaining reimbursement for your health care. Examples of payment are when I dis-

close your protected health information to your health insurer to obtain reimbursement or to determine eligibility and/or coverage.

Health Care Operations: activities that relate to the performance and operation of my 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: activities within my practice such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

Disclosure: activities outside of my practice such as releasing, transferring, or providing access to information about you to other parties.

Authorization: your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

USES & DISCLOSURES WITH AUTHORIZATION

I may use or disclose protected health information for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of

treatment, payment, or health care operations, I am required to 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) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance benefits. The law provides the insurer the right to contest a claim under the policy.

USES & DISCLOSURES WITHOUT AUTHORIZATION

I may use or disclose protected health information without your consent or authorization in the following circumstances:

Child Abuse: If I have reasonable cause to believe a child known to me in my professional capacity may be an abused child or a neglected child, I must report this belief to the appropriate authorities.

Adult and Domestic Abuse: If I have reason to believe that an individual (who is protected by state law) has been abused, neglected, or financially exploited, I must report this belief to the appropriate authorities.

Health Oversight Activities: I may disclose protected health information regarding you to a health oversight agency for oversight activities authorized by law, including licensure or disciplinary actions.

Judicial and Administrative Proceedings: If you are involved in a court proceeding and a request is made for information by any party about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law, and I must not release such information without a court order. I can release the information directly to you on your request. Information about all other psychological services is also privileged and cannot be released without your authorization 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 must be informed in advance if this is the case.

Serious Threat to Health or Safety: If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is

clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

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.