

Privacy Practices for partners of Foundation Therapy Group, LLC:

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HIPAA Notice

Notice of Privacy Practices

{BUSINESS NAME} is an individual limited liability company. This business is in partnership with Foundations Therapy Group, LLC. I understand that my therapist will manage my record and partners may cover for one another and access one another's records as needed. Please note that the waiting room is a shared space between various limited liability companies.

Disclosure

This notice describes how under the HIPAA (Health Insurance Portability and Accountability Act) law your protected health information (PHI) may be used and disclosed and how you can get access to it. Please review carefully.

1. Your medical records are used to provide treatment, bill and receive payments, and conduct healthcare operations. Examples of these activities include but are not limited to review of treatment records to ensure appropriate care, electronic or mail delivery of billing for treatment to you or other authorized payers, appointment reminder telephone calls, and records review to ensure completeness and quality of care. Use and disclosure of medical records is limited to the internal used outlined above except required by law or authorized by the patient or legal
2. Federal and State laws require abuse, neglect, domestic violence and threats to be reported to social services or other protective agencies. If such reports are made they will be disclosed to you or your legal representative unless disclosure increases risk of further harm.
3. Additional reasons to disclose information that do not require authorization include the following:
 - a. If a client is clearly likely to seriously harm him/herself, we may be required to take action to prevent this.
 - b. If there is a clear risk that a client plans to seriously harm another person, we may have a duty to warn the potential victim; or disclose the risk to appropriate public authorities.
 - c. If the client is a minor, younger than age 13, both parents have access to the minor client's complete clinical record, including session notes, unless there is a court order prohibiting one of the parents from access.
 - d. If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis, or treatment such information is protected applicable laws. {BUSINESS NAME} cannot provide any information without your (or your personal or legal representative's) written authorization. However, if a court orders or subpoenas {BUSINESS NAME} to disclose information, we are required by law to provide it. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
 - e. If a client files a complaint or lawsuit against {BUSINESS NAME} or any of its staff, {BUSINESS NAME} may disclose relevant information regarding that patient in order to defend itself.
 - f. If a client files a worker's compensation claim, the client must sign an authorization so that {BUSINESS NAME} may release the information, records, or reports relevant to the claim.
 - g. {BUSINESS NAME} may present disguised case material in seminars, classes, or scientific writings. In this situation all identifying information and Protected Health Information is removed, and client confidentiality and anonymity is maintained.
 - h. Your therapist may occasionally find it helpful to consult with other health and mental health professionals about a case. During consultations, your therapist makes every effort to avoid revealing the identity of clients. The other professionals are also legally bound to keep the information confidential.
4. Disclosed information will be limited to the minimum necessary. You may request an account for any uses or disclosures other than those described in Sections 1 and Sections 2.

Emergencies

If you or your child are experiencing an emergency please go to your nearest emergency room or call 911. Crisis lines you may access include: New Oakland Crisis Team: 877-800-1650, Children's Center Crisis 313-324-8557, or National Suicide Prevention Hotline 800-273-8255.

Confidentiality and Files

As required by law, {BUSINESS NAME} maintains a clinical record which is the property of the company. There may be a charge for writing reports or preparing records.

1. You, or your legal representative, may request your records to be disclosed to yourself or any other entity. Your request must be made in writing, clearly identify the person authorized to request the release, specify the information you want disclosed, the name and address of the entity you want the information released to, purpose and the expiration date of the authorization. Any authorization provided may be revoked in writing at anytime. Session notes are part of your medical records. We have 30 days to respond to a disclosure request and 60 days if the records is stored off site.
2. You may request corrections to your records.
3. A request for disclosure may be denied under the following circumstances: disclosure would likely endanger the life or physical safety of you or another person, requested information references other persons, except another healthcare provider, or if released to a legal representative would likely result in harm.
4. If a request for disclosure is denied for reasons outlined in Section 6, you or your legal representative may request review of the denial. A review will be conducted by another licensed healthcare provider appointed by the original reviewer, who was not involved in the original decision to deny access. A review will be concluded within 30 days.
5. You may request that we restrict uses and disclosures outlined in Section 1. However, we are not required to agree to the restrictions. If an agreement is made to restrict use or disclosure, we will be bound by such restriction until revoked by you or your legal representative orally or in writing except when disclosure is required by law or in an emergency. We may also revoke such restrictions but information gathered while required by law or in an emergency. We may also revoke such restrictions but information gathered while the restriction was in place will remain restricted by such an agreement.

Electronic Communication

The transmission of client information by email and/or texting has a number of risks that clients should consider prior to the use of email and/or texting.

These include, but are not limited to, the following risks:

- a. Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
 - b. Email and text senders can easily misaddress an email or text and send the information to an undesired recipient.
 - c. Backup copies of emails and texts may exist even after the sender and/or the recipient has deleted his or her copy.
 - d. Employers and on-line services have a right to inspect emails sent through their company systems.
 - e. Emails and texts can be intercepted, altered, forwarded or used without authorization or detection.
 - f. Email and texts can be used as evidence in court.
 - g. Emails and texts may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party.
2. Conditions for the use of email and texts Therapist cannot guarantee but will use reasonable means to maintain security and confidentiality of email and text information sent and received. Therapist is not liable for improper disclosure of confidential information that is not caused by Therapist's intentional misconduct. Clients/Parent's/Legal Guardians must acknowledge and consent to the following conditions:
- a. Email and texting is not appropriate for urgent or emergency situations. Provider cannot guarantee that any particular email and/or text will be read and responded to within any particular period of time.**
 - b. Email and texts should be concise. The client/parent/legal guardian should call and/or schedule an appointment to discuss complex and/or sensitive situations.
 - c. Email messages may be printed and filed into the client's medical record. Texts may be printed and filed as well. Provider will not forward client's/parent's/legal guardian's identifiable emails and/or texts without the client's/parent's/legal guardian's written consent, except as authorized by law.
 - e. Clients/parents/legal guardians should not use email or texts for communication of sensitive medical information.
 - f. Provider is not liable for breaches of confidentiality caused by the client or any third party.

Telemental Health

"Telemental health" means, in short, the provision of mental health services with the provider and recipient of services being in separate locations, and the services being delivered over electronic media. There are risks and benefits to engaging in Telemental Health.

Risks include, but are not limited to:

- a. Telemental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider's ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:
 - i. Internet connections and cloud services could cease working or become too unstable to use.
 - ii. Cloud-based service personnel, IT assistants, and malicious actors ("hackers") may have the ability to access your private information that is transmitted or stored in the process of telemental health-based service delivery.
 - iii. Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
 - iv. Interruptions may disrupt services at important moments, and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in-person.

There may be additional benefits and risks to telemental health services that arise from the lack of in-person contact or presence, the

distance between you and your provider at the time of service, and the technological tools used to deliver services. Your provider will assess these potential benefits and risks, sometimes in collaboration with you, as your relationship progresses.

- Although it is well validated by research, service delivery via telemental health is not a good fit for every person. Your provider will continuously assess if working via telemental health is appropriate for your case. If it is not appropriate, your provider will help you find in-person providers with whom to continue services.
- Please talk to your provider if you find the telemental health media so difficult to use that it distracts from the services being provided, if the medium causes trouble focusing on your services, or if there are any other reasons why the telemental health medium seems to be causing problems in receiving services. Raising your questions or concerns will not, by itself, result in termination of services. Bringing your concerns to your provider is often a part of the process.
- You also have a right to stop receiving services by telemental health at any time without prejudice. If your provider also provides services in-person and you are reasonably able to access the provider's in-person services, you will not be prevented from accessing those services if you choose to stop using telemental health.

Other important considerations for engaging in telemental health:

- You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people. It should also be difficult or impossible for people outside the space to see or hear your interactions with your provider during the session. If you are unsure of how to do this, please ask your provider for assistance.
- At our first session, we will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises.
- As a recipient of telemental health-based services, you will need to participate in ensuring your safety during mental health crises, medical emergencies, and sessions that you have with your provider.
- Your provider will require you to designate an emergency contact. You will need to provide permission for your provider to communicate with this person about your care during emergencies.
- Your provider will also develop with you a plan for what to do during mental health crises and emergencies, and a plan for how to keep your space safe during sessions. It is important that you engage with your provider in the creation of these plans and that you follow them when you need to.
- Except where otherwise noted, your provider employs software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged.
- As with all things in telemental health, however, you also have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information. For example: when communicating with your provider, use devices and service accounts that are protected by unique passwords that only you know. Also, use the secure tools that your provider has supplied for communications.
- Please do not record video or audio sessions without your provider's consent. Making recordings can quickly and easily compromise your privacy, and should be done so with great care. Your provider will not record video or audio sessions.

Agreement

Please let your therapist know if you are in need of any of the following: vocational, spiritual, legal, educational, cultural assessments and services.

Please inform your therapist if you have any infectious diseases which may endanger others.

Your signature below indicates that you have read this Agreement and agree to its terms, and also serves as an acknowledgement that you have received HIPAA Notice of Privacy Practices described above. You also understand that you are entering into treatment voluntarily and may discontinue treatment at any time.