RINER COUNSELING
Dr. Mary-Catherine McClain, PhD
231 Pierce Ave
Macon, GA 31204
864-934-2322
www.rinercounseling.com

Notice of Privacy Practices/HIPAA Compliance

Your therapist is legally required to inform you of how he/she 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.

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, any 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 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 thinks releasing certain information to a specific person or entity might be harmful to you (i.e. – with the U.S. Dept. of Defense).

Client Initials: _____

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 client's 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 only breach confidentiality if and when he/she becomes aware of the adolescent client being in, or placing others in, imminent danger of physical harm. Examples include but are not limited to: client experiencing suicidal or homicidal thoughts, medically serious selfinjury 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 client. 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 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 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 will keep your request private.

Communication Between Sessions:

Since each therapist in the practice works independently, nobody shares or has access to his/her phone/voicemail, text messages, or email. Unless you sign consent for a specific form of communication on a Client Contact Information form, he/she will not use that form of communication. When your therapist leaves a message for you in any form, he/she 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 Client Contact Information form, if you initiate contact with your therapist via email, unless you subsequently request otherwise, he/she will assume you are willingly taking this risk and that he/she may use email (with your sending address) to contact you in the future.
Text Messages: While text messaging is convenient, your therapist respects any client'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 Client Contact

Information form, if you initiate contact with your therapist via text message, unless you subsequently request otherwise, he/she will assume you are willingly taking this risk and that he/she may use text messaging (with your sending phone number) to contact you in the future.

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**: *Schedulicity***: Your therapist has attempted to minimize the degree to which an onlooker might be able to identify the type of service he/she provides (i.e. – not listing his/her credentials or title). *FaceTime & Skype*: Conversations are encrypted to maximize web security. Your therapist also does not record or give permission to clients to record any teletherapy sessions or interactions. *PayPal* is known to be one of the most secure systems of its kind.

Public Encounters:

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

Client Records:

Your clinical file will consist of (1) legal forms such as this document, (2) clinical progress notes, and (3) 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. Since your therapist functions independently in his/her practice, nobody else will have access to your records except under the conditions described on this form. You have the right to view your records at any time. However, your therapist has the right to provide you with the completed records or a summary of their contents and to require a meeting in which he/she can orally review the records with you as you view them for the first time. Providing only a summary of your records and holding such a meeting is meant to prevent any potential harm to you or our relationship as a result of any misunderstanding of the notes.

Amendments to This Policy:

Your therapist reserves the right to change the terms of this notice and will inform you immediately in person or by mail of any changes. You then have the right to object or withdraw from treatment, as you believe is 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 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.

Signatures Client: _____ Date: _____
Witness (Client's Therapist): _____ Date: _____

Client Initials: _____