

Pathway to Equanimity, LLC

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Notice of Policies and Practices to Protect the Privacy of Your Health and Psychological Information

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Pathway to Equanimity, LLC (hereinafter 'Equanimity') may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
- "Treatment, Payment, and Health Care Operations"
 - *Treatment* is when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another health care provider.
 - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of this facility. 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 this facility, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of this facility, such as releasing, transferring, or providing access to information about you to other parties.
- "Authorization" is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.

II. Other Uses and Disclosures Requiring Authorization

Equanimity may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances when we asked for information for purposes outside of treatment, payment, or health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes your therapist has made about your conversations during an individual, group, joint, or family counseling session, which is 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

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

- *Child Abuse* – If we believe that a child is a victim of child abuse or neglect, we must report this belief to the appropriate authorities.
- *Adult and Domestic Abuse* – If we believe or have reason to believe that an individual is an endangered adult, we must report this belief to the appropriate authorities.
- *Health Oversight Activities* – If the Indiana Attorney General's Office (who oversees complaints brought against therapists) is conducting an investigation into a therapist at 'Equanimity', then we are required to disclose PHI upon receipt of a subpoena.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about the professional services we provided you and/or the records thereof, such information is privileged under state law, and we will not release information without the written authorization of you or your legally appointed representative 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 advance if this is the case.
- *Serious Threat to Health or Safety* – If you communicate to us an actual threat of violence to cause serious injury or death against a reasonably identifiable victim or victims or if you manifest conduct or make statements indicating an imminent danger that you will use physical violence or use other means to cause serious personal injury or death to others, we may take the appropriate steps to prevent that harm from occurring. If we have reason to believe that you present an imminent, serious risk of physical harm or death to yourself, we may disclose information in order to protect you. In both cases, we will only disclose what we believe to be the minimum amount of information necessary.
- *Worker's Compensation* – 'Equanimity' 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 Therapist's Duties

Client Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, 'Equanimity' is 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 of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know you are being seen for treatment at this facility. On your request, we will correspond with you per your designated means and/or address.)

- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in the ‘Equanimity’ mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your access to PHI may be denied under certain circumstances, but in some cases you may have this decision reviewed. On your request, we 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 could deny your request. On your request, we 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 PHI. On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.

Therapist 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.
- ‘Equanimity’ reserves 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, we will, 1) notify ‘Equanimity’ clients currently in treatment of all revisions and, 2) make available any and all revisions effecting former clients upon request.

V. Complaints

If you are concerned that ‘Equanimity’ in any way has violated your privacy rights, or you disagree with a decision made about access to your records, you may send a written complaint to the Secretary of the U.S. Department of Health and Human Services:

200 Independence Avenue, S.W.
 Washington, D.C. 20201
 Toll Free: 1-877-696-6775

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice has gone into effect on April 14, 2003. ‘Equanimity’ reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that are maintained at this facility. You will be provided with a revised notice, 1) in writing if you are a current client or, 2) make available upon request if you are a former ‘Equanimity’ client.