

Notice of Privacy Practices
THIS NOTICE DESCRIBES HOW MEDICAL/MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED, STORED, AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I will treat what you tell me with great care. My professional ethics (that is, my profession’s rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy and security of what we talk about—in other words, the “confidentiality” of therapy. But I cannot promise that everything you tell me will never be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don’t tell me something as a “secret” that I cannot keep secret. These are very important issues, so please read these pages carefully and keep this copy. I am happy to discuss any questions you may have.

1. When you or other persons are in physical danger, the law requires me to tell others about it.

Specifically:

- a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
- b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. I am considered a mandated reporter, failure on my part to report suspected abuse puts me at risk of legal matters. To “abuse” means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell other parties everything you have told me.

2. In general, if you become involved in a court case or proceeding, you can prevent me from testifying in court about what you have told me. This is called “privilege,” and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:

- a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.
- b. In cases where your emotional or mental condition is important information for a court’s decision.
- c. During a malpractice case or an investigation of me or another therapist by a professional group.
- d. In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.
- e. When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don’t have to tell me what you don’t want the court to find out through my report.

3. There are a few other things you must know about confidentiality and your treatment:

- a. I may sometimes consult (talk) with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. I will never share identifying information unless it is deemed necessary by laws. Likewise, when I am out of town or unavailable,

another counselor will be available to help my clients. I must give him or her some information about my clients, like you.

- b. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me.
4. Here is what you need to know about confidentiality in regard to money matters:
- a. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to me.
 - b. If you use an electronic form of payment (i.e., credit/debit card or PayPal) my name R. Tyler Wilkinson Ph.D., LPC may appear on your credit card statement in some variation.
 - c. If you choose to file our time with your insurance provider, personal information and information regarding the service rendered will be shared in with the provider as allowed by law.
5. Children and families create some special confidentiality questions.
- a. As children grow more able to understand and choose, they assume legal rights. For those between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to general information, including how therapy is going. They need to be able to make well-informed decisions about counseling. I may also have to tell parents or guardians some information about other family members that I am told. This is especially true if these others' actions put them or others in any danger.
 - b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.
 - c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. In the context of couple or family therapy, I will use my own professional judgment as to the degree in which I disclose information from individual sessions in the couple sessions. I will not keep secrets and will work with the secret holder to share information to further therapeutic goals, also I reserve the right to pass on information that I deem important to reach therapeutic goals. I will work with you to decide on the best long-term way to handle situations like this and I will discuss with you before revealing such information.
 - d. If you and your spouse have a custody dispute, or a court custody hearing is coming up, I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations. I do not do custody evaluations.
 - e. If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.
 - f. At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies. (See point 7b, below.)
6. Confidentiality in group therapy is also a special situation.

In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

7. How your protected health information will be stored:

It is my desire to maintain as little paperwork as possible in my counseling practice. As such, I will maintain many of the records of our work together electronically. With many technological advances the use of electronic data is increasing. Any information that contains identifying information or protected health information will be secured and protected according to HIPAA Security and Privacy Laws. Physical data will be kept secure under lock and key. Electronic data will be stored on an encrypted external hard drive. The external hard drive will be physically secured in a locked cabinet when not in use. When saving files with your information, I will save the data using file names that DO NOT include identifying information. Only myself will have access to your protected health information unless disclosure is warranted as indicated in the points above.

If I discover a breach in the security or privacy in the storage of your physical or electronic protected health information, I will notify you within 45 days of the discover in writing, at the most recent address provided. If I cannot reach you in writing, I will make reasonable efforts to contact you in another way. I will notify you of the breach, the nature of breach, and what potential information has been breached.

You may refuse the storage of your information in an electronic format by notifying me in writing.

8. How your protected health information will be transmitted:

If you sign a "Release of Protected Health Information" and you wish for me to communicate with another professional, I will only transmit the records indicated in the "Release of Protected Health Information" in a physical format through first class mail.

I will NOT transmit any protected health information in an electronic medium (i.e., fax or e-mail) unless you provide permission in writing as I cannot guarantee the security of electronic communication.

9. Finally, here are a few other points:

- a. I will not record our therapy sessions on audiotape or videotape without your written permission.
- b. If you want me to send information about our therapy to someone else, you must sign a "release of information" form. I have copies you can see, so you will know what is involved.
- c. Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.
- d. There are instances where we may come into contact with each other outside of the counseling session. During such encounters I will not assume you want me to speak with you. You are welcome to interact with me in any way you are comfortable but I will be mindful of our professional relationship foremost.

10. Your Rights Regarding your Protected Health Information (PHI)

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to Tyler Wilkinson at 3495 Piedmont Rd. Bulding 11, Suite 708, Atlanta, GA 30305

- **Right of Access to Inspect and Copy.** You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a "designated record set". A designated record set contains mental health/medical and billing records and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you or if the information is contained in separately maintained psychotherapy notes. I may charge a cost for the copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.
- **Right to Amend.** If you feel that the PHI we have about you is incorrect or incomplete, you may ask me to amend the information although I am not required to agree to the amendment. If I deny your request for amendment, you have the right to file a statement of disagreement with me. I may prepare a rebuttal to your statement and will provide you with a copy. Please contact me if you have questions.
- **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain of the disclosures that we make of your PHI. I may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. I am not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, I am required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that I communicate with you about health matters in a certain way or at a certain location. I will accommodate reasonable requests. I may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. I will not ask you for an explanation of why you are making the request.
- **Breach Notification.** If there is a breach of unsecured PHI concerning you, I may be required to notify you of this breach, including what happened and what you can do to protect yourself.
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

COMPLAINTS

If you believe I have violated your privacy rights, you have the right to file a complaint in writing with me or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. **We will not retaliate against you for filing a complaint**

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

The signatures here show that we each have read, discussed, understand, and agree to abide by the points presented above.

Signature of client

Date

Signature of client

Date