

**Eunice K. Lehmacher, LISW-CP**  
**Policies and Procedures**

**Applicability and Effective Date**

Having determined that I am a covered entity as a “health care provider who transmits any health information in electronic form in connection with a covered transaction” the following Policies and Procedures are in force in my practice: The information contained in this Manual will be in effect beginning February 1, 2010.

**Uses and Disclosures of Protected Health Information**

**A. Permissible Uses and Disclosures without Written Authorization**

I may use and disclose PHI without written authorization, excluding Psychotherapy Notes, for certain purposes as described below.

- 1. Treatment:** I may use and disclose PHI in order to provide treatment to clients.
- 2. Payment:** I may use or disclose PHI so that services are appropriately billed to, and payment is collected from, health plans.
- 3. Health care Operations:** I may use and disclose PHI in connection with health care operations, including quality improvement activities, training programs, accreditation, certification, licensing or credentialing activities.
- 4. Required or Permitted by Law:** I may use or disclose PHI when I am required or permitted to do so by law. For example, I may disclose PHI to appropriate authorities if I reasonably believe that a client is a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. In addition, I may disclose PHI to the extent necessary to avert a serious threat to the health or safety of a client or the health or safety of others. Other disclosures permitted or required by law include the following: disclosures for public health activities; health oversight activities including disclosures to state or federal agencies authorized to access PHI; disclosures to judicial and law enforcement officials in response to a court order or other lawful process; disclosures for research when approved by an institutional review board; and disclosures to military or national security agencies, coroners, medical examiners, and correctional institutions or otherwise as authorized by law.

**5. Records of Disclosure.** Records of disclosure of PHI without client authorization will be maintained in the case record as required by HIPAA standards.

- Records of disclosure will include:
- A description of the information to be disclosed;
- Who (individual or organization) is making the request;
- Expiration date of the request;
- A statement that the individual has the right to revoke the request;
- A statement that information may be subject to re-disclosure by the receiving party;
- Signature of the client or their representative and date;
- If signed by a representative, a description of their authority to make the disclosure.

Records of disclosure will be maintained for at least six years from February 1, 2010.

#### **B. Uses and Disclosures Requiring Written Authorization**

**1. Psychotherapy Notes:** Notes documenting the contents of a counseling session ("Psychotherapy Notes") will not be used or disclosed without written client authorization.

**2. Marketing Communications:** I will not use health information for marketing communications without written authorization.

**3. Other Uses and Disclosures:** Uses and disclosures other than those described in Section A above will only be made with written client authorization. Clients may revoke such authorizations at any time.

#### **Notice of Privacy Practices**

**A.** Every attempt will be made in the first session to explain my Privacy Policy, address any restrictions to PHI and obtain a signature confirming receipt of NPP. In those situations where a signature is not possible, I will document my attempts to obtain the signature and the reasons for not doing so.

**B.** Existing clients will receive my Notice of Privacy Practices (NPP) on or before Feb. 1 2010.

A copy of my NPP will be posted in my office and on my website and updated as policies change. Any client or potential client may have access to a written copy of my Privacy Policy.

**C.** I reserve the right to make changes in my Privacy Policies and Procedures. Language supporting this right will appear in my NPP. In those situations where changes are made to my Privacy Policies and Procedures, I will post those changes in my office and on my website.

**D.** I will obtain a written consent from all clients to release any and all information including TPO except when required by law.

### **Access to Protected Health Information**

**A. Right to Inspect and Copy.** Clients may request access to their medical record and billing records maintained by me in order to review and/or request copies of the records. All requests for access must be made in writing. Under limited circumstances, I may deny access to those records. I charge a fee for the costs of copying and sending any records requested (20 cents per page). A parent or legal guardian of a minor will not have access to certain portions of the minor's medical record. Access will be granted within a reasonable time frame and no later than 30 days. In those situations where I determine that access to their PHI would be harmful to the client, I will restrict the client's access to the record. The client may appeal this decision to a neutral third party agreed upon by both the client and me. The decision of that party will be binding.

**B. Right to Request Amendment.** Clients have the right to amend their record by including a statement in the case file. The original documentation will remain in the file along side the amendment. All client requests to access case records will be recorded in their file. The client's request must be in writing and must explain why the information should be amended. I may deny requests under certain circumstances.

**C. Right to Alternative Communications.** Clients may request, and I will accommodate, any reasonable written request to receive PHI by alternative means of communication or at alternative locations.

**D. Minimum Necessary.** With the exception of release of information for treatment purposes, any disclosure of PHI will provide only the minimum necessary information to comply with the request.

**E. Security of Records.** Appropriate safeguards will be taken to protect the security of PHI and reasonably protect it from intentional or unintentional disclosures.

**F. Right to Request Restrictions.** Clients have the right to request a restriction on PHI used for disclosure for treatment, payment or health care operations. Clients must request any such restrictions in writing addressed to me. I am not required to agree to any restrictions clients may request.

**G. Right to Obtain Notice.** Clients have the right to obtain a paper copy of my NPP by submitting a request to the Privacy Officer.

**H. Questions and Complaints.** Clients who require further information about their privacy rights or have concerns that I have violated their privacy rights may contact me. Clients may also file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services.

### **Business Associates**

**A.** It is my policy to obtain a Business Associate Contract with any individual or organization who has access to PHI in my possession and who is not a covered entity under HIPAA or a member of my workforce.

**B.** All Business Associate Contracts will include language that reasonably assures that the Business Associate will appropriately safeguard and limit their use and disclosure of PHI that I disclose to them. In the event I learn of a breach of the Business Associate Contract by the Business Associate, I will immediately take reasonable steps to correct the problem, including termination of the contract with the Business Associate and reporting to the Secretary of the Department of Health and Human Services.

**C.** Business Associate Contracts will be in place on or before February 1, 2010 or at such time that I become a covered entity.

### **Administrative Requirements—Privacy Official, Complaints and Grievances**

**A.** Eunice Lehmacher, LISW-CP is the designated privacy officer and contact person for my practice. Questions and concerns about violations of HIPAA requirements can first be directed to me.

**B.** Clients will be informed in my NPP of the proper procedure for filing a complaint. At no time will I intimidate, threaten, coerce, discriminate or retaliate against anyone making a complaint against me, nor will clients be asked to waive their rights to receive treatment for filing a complaint against my practice.

**C.** As changes in HIPAA regulations are implemented, I will update my policies, practices and notices to comply with the new regulations. Changes will be posted in my waiting room and on my website.

**D.** All policies pertaining to HIPAA will be retained by my practice for at least six years from the date they are written or the date they are in effect, whichever is later, even if policies and procedures change.

## **Breach Notification Policy**

In the event of a breach of unsecured protected health information it is my policy to:

1. Conduct a risk assessment to determine if there is a significant risk of harm to the individual(s) as a result of the impermissible use or disclosure. I will retain documentation of the risk assessment and response to the breach, including the rationale for a decision not to notify the client.
2. If a risk is determined to exist, I will:
  - a. Notify each individual whose unsecured protected health information has been, or believed to have been, accessed, acquired, used, or disclosed as a result of a breach as soon as possible and no later than 60 days from the time the breach is discovered
  - b. Include in the notification a description of what happened, the date of the breach, what information was released, steps I am taking to investigate the breach and minimize harm to the individual(s), and steps the individuals can take to protect themselves from harm. I will also provide contact procedures for individuals to ask questions or learn additional information.
  - c. Notify the individual in writing, by first class mail or by electronic mail if given permission.
    - i. If I do not have current contact information and less than 10 individuals are involved, I will make every effort to find current contact information and provide notification by what ever means I am able to find.
    - ii. If I do not have current contact information and 10 or more individuals are involved, I will develop a substitute method of notification that conforms to the Breach Notification Rule (45 CFR Parts 160 and 164)
    - iii. If the breach involves 500 or more individuals, I will inform appropriate media outlets and the Secretary of HHS.
    - iv. I will maintain a log of breaches of less than 500 individuals and report those annually to the Secretary of HHS.
3. Honor requests by law enforcement official(s) to delay notification of a breach due to impediment of a criminal investigation or that may cause damage to national security.
4. Adhere to all administrative requirements.

### **Licensing Information**

A. Eunice Lehmacher is licensed through the SC Board of Social Work Examiners; this board is located in, Columbia, SC at 803-896-4665.

### **Preemption of State law**

A. I will comply with all state laws pertaining to my practice. In the event that a state law conflicts with HIPAA regulations, I will adhere to the regulation or law that offers clients more stringent protection of PHI.

### **Policies Pertaining to Additional Fees**

A.. The fee for Eunice's professional services is \$90.00 per clinical hour (some insurance companies have negotiated lower fees). A clinical hour is fifty minutes in length. Unless you have insurance coverage, fee payment is to be made at or before the time of service. Cash or personal checks made out to Eunice Lehmacher, LISW—CP are accepted. It is preferred that you present payment (co-payment if insured, full payment if not) at the beginning of the session so that the session can flow through the full 50 minutes. Receipt of your payment is available upon request. If your insurance does not cover costs of the session, you will be expected to pay the fee for the session within 60 days of being seen. If a check is returned unpaid, an additional **\$25 service fee** will be charged to the original fee to cover the banking costs.

B. If you seek Eunice's professional services outside of the face-to-face meetings including letters or phone calls to ancillary services on your behalf, the billing rate to you will be equivalent to a session fee at \$1.80 per minute for each minute over 10 minutes.

C. If Eunice is required to go to court on your behalf, her billing rate is \$200.00 per hour from the time she leaves her office until she returns to her office from the court location.

D. If you arrive late to session it is likely that you will forfeit your lost time; the session being for the balance of the allotted time. This is done so as not to inconvenience other scheduled clients. A 24 hour cancellation policy is in place; you provide 24 hours or more of notice if you need to cancel a session so that your session time can be given to someone else. If notice is not given, it will result in your incurring a **\$25.00 fee** and future sessions may be suspended until the fee is paid.

## **Policies Pertaining to Employees**

- A.** All employees will be trained in the use and disclosure of PHI, with and without authorization, at the time of hiring and annually thereafter. Employees will sign documentation of completion of training.
- B.** All employees will sign a confidentiality agreement.
- C.** All employees will be trained to understand the concept of minimum necessary in disclosure of PHI. Employees will be given access only to that PHI necessary to complete their job duties. Any employee who violates these policies and procedures will be subject to disciplinary action up to and including termination of employment.
- D.** Employees are encouraged to report any potential conflict between HIPAA regulations and practice procedures. No employee will be punished for reporting infractions. Employees are not required to participate in a practice that they feel, in good faith, is illegal.
- E.** Employees will be trained in security awareness.
- F.** Policy and Procedure Manuals will be available to all staff. All previous policy manuals will be available to employees for at least six years from the date of creation or date when the policy was last in effect, whichever is later.
- G.** All employees will be trained in HIPAA implementation timelines.
- H.** Employees are encouraged to respond to and cooperate with requests from DHHS for information. Employees will be trained in the procedures for responding to an investigation.

## **Informed Consent**

- A.** I can be reached during office hours and will try to respond to your phone messages in a timely manner. However, if you have an actual emergency, it may be necessary for you to call 911 or go immediately to the nearest emergency room for treatment.
- B.** Before entering counseling please sign the informed consent document which states that you have received this document, HIPAA guidelines, and the limits of confidentiality form. If you have any questions about these forms or any policies, please ask about them before signing.

*(Note: These Policies and Procedures are educational only and do not constitute legal advice.)*