



SANKOFA LIFE SOLUTIONS, PLLC

Patient Name: _____ Date: _____

PRIVACY NOTICE

In order to keep our clients informed about how their health information may be handled at Sankofa Life Solutions, PLLC, we have created the following notice to clarify its usage. As a mental health provider, our practice follows the regulations of the *Health Insurance Portability and Accountability Act (HIPAA)*. Please review this document carefully to ensure you understand how our practice follows these regulations and your rights.

Sankofa Life Solutions (SLS) Responsibilities to our Clients

We understand the confidentiality that must be given to our clients' personal health information and record, including both the records we create and those we receive from outside health services. All records we create follow the standards of strong ethical and legal backing.

To ensure these ethical and legal standards are complied to, we will:

- Keep all identifying protected health information (PHI) private
- Ensure you have access to a copy of this notice and provide you with a copy so you are aware of the SLS practice standards that keep your information safe and confidential
- Uphold the regulations discussed by the privacy notice that is in effect at our practice
- Any changes that are made to this notice will become valid to all PHI. The updated notice will be made available to you to ensure you are aware of your rights at all times.

Sankofa Life Solutions Legal Use and Disclosure of Client's PHI

In this section, we will discuss the uses and disclosures of your health information that may occur that do not require prior authorization from you. Although every example of usage may not be specifically addressed, all usage will be covered in the categories listed below.

Health Care Operations and Payment of Treatment

Under federal laws and regulations, health care providers can use or disclose health information of clients who the provider has a direct treatment relationship with in order to carry out treatment, receive payment for services, and any necessary health care operations.

This type of usage allows SLS to disclose your health information with other health care professional that is treating you. Your health information may be used to send you appointment reminders, or discuss treatment alternatives that may suit your specific needs. This also includes the authority to release information to coroners or medical examiners who are acting in accordance with the law.

Legal Actions, Governmental or Law Enforcement Requests, and Workers' Compensation

Health information may be shared if a client is involved in a lawsuit or other legal proceeding that requests this information. SLS can legally disclose information about a child that is a client



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if their health information is requested by someone involved in a subpoena, discovery request or another legal proceeding. Before information is disclosed efforts should be made to inform you of the legal request or if an order to protect the requested information is obtained.

If workers compensation is involved in your mental health treatment, SLS can use and disclose your information about these claims to the necessary parties.

Preventing Harm and Public Good

Information may also be shared without authorization if its disclosure prevents serious and imminent harm to health or safety. This includes releasing information if required for public safety activities, such as reporting suspected abuse

Your information may be used to contribute to the public good, such as for research purposes about treatment effectiveness. Your health information will never be sold or used for marketing purposes by SLS.

Unable to Authorize

If you are unable to inform SLS of your preferences for sharing your information, we may share your information if it is believed to be in the best interest of you.

Disclosures to Friends, Family, and/or Others

SLS will disclose your health information with anyone you authorize as being involved in your care or the payment of your health care services. You can object in part or in full to the disclosure of information to these individuals.

Consent may be given retroactively if the disclosure is used in an emergency situation.

The following individuals can access a client's PHI without written consent:

- The client, if adult
- The parent or guardian of a client who is under the age of 12 years old
- A client who is 12 years old or older
- The parent or guardian of a client between the ages of 12 and younger than 18
 - This is authorized if the client does not object or if SLS staff does not deem the disclosure harmful to the client
- A legal guardian of a client aged 18 or older.

Your Rights as an SLS Client

As a client of Sankofa Life Solutions, you have rights in regard to the handling of your mental health treatment records. Listed below are the rights that you have.

The Right to Limit Use and Disclosure

You may request for SLS not to use or disclosure your PHI for treatment, payment, or health care operations. SLS is able to deny this request if the decision to limit use would affect your health care.



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The Right to Confidential Communication

You are able to regulate how your PHI is shared with you. Any responsible communication requests via phone, electronic, or mail information exchanges will be based on your preferences.

The Right to Review or Recieve a Copy of your PHI

You may receive a copy of your medical record from SLS, excluding mental health treatment notes, within 30 days of a written request. A reasonable fee may be assessed for these records. You may ask to correct or update health information in your medical record. If SLS does not approve of our request to change information, you will receive a written explanation of the denial within 60 days of your request.

The Right to Regulate Disclosure for Out-of-Pocket Expenses

If an out-of-pocket expense is paid in full, you have the right to request your PHI not to be shared with your insurance company. SLS will comply, as long as permitted by law.

The Right to Know Who SLS has Disclosed your PHI

If you request to know who your PHI was disclosed with, SLS will provide you with a list of these activities made in the last 6 months. This list will be given to you within 60 days of your request. This list will not include disclosures made for treatment, payment, health care operations purposes or those you have given prior authorization to disclose to.

The Right to a Copy of this Notice

You have a right to receive a paper and/or electronic copy of this notice at any time.

Filing a Complaint

If you ever feel that SLS (or any other health care provider) has violated your rights, you can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights. Complaints can be sent via mail by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, by calling them at 1-877-696-6775, or by visiting their website - www.hhs.gov/oct/privacy/hipaa/complaints.

Effective Date of this Notice

This notice went into effect on May 24, 2019.

BY SIGNING BELOW YOU ARE ACKNOWLEDGING AND AGREEING TO THE CONDITIONS SET FORTH AND STATING THAT YOU HAVE BEEN GIVEN A COPY OF THIS NOTICE.

Signature

Date



SANKOFA LIFE SOLUTIONS, PLLC

PRACTICE POLICIES

In order to create and maintain a sense of transparency between our practice staff and clients, we have compiled a list of basic policies that we hope will answer any questions our clients may have about our rules, regulations, and preferences. If you have any additional questions about the following information or other company policies, please direct these inquiries to your counselor or Sankofa Life Solutions PLLC management.

Therapeutic Methodology

Based on the therapist's professional and educational background, their practices for mental health treatment may differ. That being said, I will use my understanding of your specific situation and therapy goals to shape the methodology of treatment I practice to best suit your needs. I cannot promise that my methods will cause you to change your behaviors or change the circumstances that brought you to these behaviors. What I can promise is that I will work to support you on this therapeutic journey and help you establish and work towards your individual goals.

Appointments Cancellations and Missed Visits

As your session time is often saved for you on a weekly, bi-weekly, or other scheduled-basis, it is important to let me know if you are unable to attend a session. I ask that you provide me with at least a **24-hour notice** to cancel an appointment. If this notice is not given, you will be responsible to pay a cancellation fee of \$50.00. If you do not give any notice to a missed appointment, you will be responsible to pay a no-show fee of \$75.00. These fees cannot be paid by insurance or EAPs.

If you miss or fail to schedule an appointment for 3 consecutive weeks, you will lose any scheduled time holds and be removed from my schedule.

Fees and Payments

Any costs of mental health services that are provided to you that are not covered by your insurance policy become the responsibility of the client to pay.

All checks written for services must be written out to Sankofa Life Solutions, PLLC. Any returned or bounced checks will result in a \$10.00 service charge.

Communication

Telephone Communication: Due to the nature of my work, the majority of the time that I am in the office I am with clients in therapeutic sessions. Because of this, immediate or detailed communication throughout the day is likely to be limited. If you are unable to reach me, please



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leave a voicemail message on my confidential voicemail. I will then attempt to return your call within 24-48 hours of the time the message has been received. If you are experiencing an emergency and require immediate attention, please call 911 or visit your local emergency room.

Social Media Communication: In order to keep the relationship between myself and my clients professional and ethical, I will not accept any requests from social media accounts from clients or former clients. Establishing any type of relationship outside of the therapeutic relationship we have has the possibility of compromising privacy and confidentiality. To prevent this from occurring, please only attempt to reach out to me using the professional communication channels of my work email and telephone number.

Text Messaging: I believe that text message provides a quick communication method of clients and therapists to get questions answered. For example, if you have a question about rescheduling an appointment, texting would be an appropriate platform to use in order to reach me. I will obtain consent from you regarding this time of communication before I attempt to contact you using these methods. Due to the nature of electronic communication, I cannot ensure the confidentiality of communication through this medium.

As with any other communication, this platform does not guarantee a timely response. If you are experiencing an emergency and require immediate attention, please call 911 or visit your local emergency room.

Email: As with texting, due to the nature of electronic communication, I cannot ensure the confidentiality of communication through this medium. That being said, email communication can ask as a means to exchange information with me. As with any other communication, this platform does not guarantee a timely response, but I will attempt to return all email correspondence within 24 hours of the initial message. If you are experiencing an emergency and require immediate attention, please call 911 or visit your local emergency room.

Electronically Hosted Therapy Sessions: Due to the many benefits that online telemedicine has to offer, Sankofa Life Solutions utilizes this method of counseling at our practice. Some of the benefits of this form of communication include improving client access to therapy, reduction of travel costs and time, and improved communication for clients who cannot meet at the physical office location for sessions. Many of the same benefits of in-person therapy are mirrored in this electronic method, and sessions using telemedicine will be conducted in a similar manner to those of in-person. If you are interested in utilizing this communication method, please communicate this with me, as we will need to make sure it is an appropriate fit for your situation and that your insurance will cover this practice.



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If you have any other questions about the communications we exchange, please let me know directly, and I would be happy to discuss options and answer questions you may have.

Minor Information Sharing

For patients who are minors, legal guardians may be entitled to some information about the patient's therapy. I will discuss this with both the child-client and their guardian(s) in order to communicate and determine what information will be shared and what will be kept between myself and my client.

Termination

The time length and intensity of mental health treatment is determined on a case-by-case basis. Termination of treatment may result once treatment has finished, if treatment has been deemed inadequate to meet the needs of the client, or if a client defaults on payment. If I feel that a therapeutic relationship should be terminated, I will discuss this with you. If you feel that we are not a good "fit" or would like to see another counselor, I will provide you with a list of qualified counselors that you may look into for your therapeutic needs. That being said, you will also be able to explore other counseling options on your own or through information given by another referral source.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS OUTLINED IN THIS DOCUMENT.

Signature

Date



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CONSENT FOR PSYCHOTHERAPY TREATMENT

By signing this consent, you are agreeing to the terms of treatment detailed in Sankofa Life Solutions, PLLC's new client paperwork. Please carefully read all of the intake information provided to you by SLS before signing this consent to ensure you agree to the terms of treatment. If you have any questions about any policies listed in these documents, please ask for an explanation from SLS management or your counselor.

I agree to receive treatment at Sankofa Life Solutions, PLLC (SLS). I understand and agree to the rules, regulations, and preferences that are outlined in the Practice Policies consent that I was provided.

- I agree to provide 24-hours notice before any cancellations and understand that I may be charged a fee of \$50.00 if less time is given. I also understand that I may be charged a \$75.00 fee for any appointments that I miss without any prior notice.
- I understand that I am responsible for any costs of services that are not covered by my insurance policy or EAP benefits. This includes any no-show or late notice fees, as these fees cannot be submitted to insurances or EAPs.
- I understand and agree to SLS's policies regarding communication and termination.

I understand and agree to the HIPAA standards practiced at SLS, responsibilities of SLS to me as a client, and my rights as a client of SLS as they are described in the Privacy Notice I have been given.

- If I am using insurance or EAP benefits to pay for SLS services, I agree to SLS disclosing the necessary information to my insurance or EAP in order to seek payment on my behalf. Additionally, I authorize my insurance or EAP benefits to send payment directly to SLS.

If I have any questions about the standards and regulations of Sankofa Life Solutions, I will ask for clarification.

BY SIGNING BELOW I AM ACKNOWLEDGING THAT I HAVE READ AND UNDERSTOOD THE TERMS DESCRIBED IN THIS DOCUMENT AND AGREE TO THESE TERMS.

Signature _____ Date _____