

# Non-MA Residents Policy Statement, Privacy Notice, & HIPAA Statement

## Creative Arts Therapy & Integrative Care (CREARTH)

### POLICY STATEMENT

**This Creative Arts Therapy & Integrative Care (CREARTH) Policy Statement for non-Massachusetts residents provides important information for clients. If you decide you would like to work with us, you will be given a hardcopy of the Policy Statement to sign.**

### Confidentiality

The information shared in creative arts therapy sessions, and the written records of the sessions, are confidential. This means they cannot be shared with anyone without your permission. However, there are certain situations when it is required by law to disclose information.

**Disclosure is required by law** when there is a reasonable suspicion of abuse or neglect of a child, of a disabled person, of the elderly, of animals; when a client presents a danger to him or herself (for example, is suicidal); when a client presents a danger to others; when there is prenatal exposure to controlled substances; when a client is contemplating it and there is the possible future commission of a crime or

harmful act. In these situations, counselors are professionally required to notify the legal authorities and to make reasonable attempts to notify the client's family.

In some states, when a client presents as a danger to others, the counselor is required by law to notify the person who is in possible danger of being harmed by the client.

**Disclosure may be required** if a client is involved in a legal proceeding and has put his or her mental status at issue in a litigation initiated by the client, the defendant may have the right to obtain therapy records and/or testimony from Creative Arts Therapy & Integrative Care (CREARTH) and the treating counselor.

**Disclosure may be required** in certain emergency situations, either while a person is a current client of Creative Arts Therapy & Integrative Care (CREARTH) or after termination, when the counselor becomes concerned about a client's safety, or about a client possibly injuring someone else, or about a client receiving proper psychiatric care. In these situations, the counselor will do whatever possible within the limits of the law to prevent a client from injuring themselves or others, and to ensure that the client receives proper medical care. The counselor may also contact the person(s) whose name was provided by the client as an emergency contact and/or a client's family.

**Disclosure may be required** by health insurance companies in order to process claims and authorize treatment. In these situations, only the minimum of information necessary will be shared with the insurance company. Please note that Creative Arts Therapy & Integrative Care (CREARTH) and its counselors have no control over what insurance companies do with the information submitted as required, or who has access to the information.

Counselors at Creative Arts Therapy & Integrative Care (CREARTH) often consult with other professionals in order to provide the highest quality care and services. We strive to fully maintain client confidentiality, therefore client names and other identifying information are never shared during consultative conversations.

Creative Arts Therapy & Integrative Care (CREARTH), its counselors, and its clients agree that should there be any legal proceedings including but not limited to divorce disputes, custody disputes, lawsuits, injuries, neither the client, the client's attorneys, nor any other person or agency acting on behalf of the client will call on Creative Arts Therapy & Integrative Care (CREARTH) and/or treating counselors UNLESS ABSOLUTELY NECESSARY to testify in court or at any other type of proceeding, nor will a disclosure of session records be requested for these purposes.

Creative Arts Therapy & Integrative Care (CREARTH) and its counselors will, if it is still appropriate after the above exclusions, release protected information to you or to a person or agency you specify upon your written request. Please note: Creative Arts Therapy & Integrative Care (CREARTH) and its counselors may assess that a release of information may be harmful to a client. If such an assessment is made, information will not be released.

### **Records Management**

Creative Arts Therapy & Integrative Care (CREARTH) and its counselors keep and maintain client session records. These records may include communications between sessions and information provided by other professionals in addition to client and session documentation.

Should a counselor be away for an extended period of time, for example on vacation, CREARTH's Custodian of Records will have access to client records in case of emergency.

Records are kept under two locks and are available to others only with the client's written permission to release and according to the conditions detailed above. Records are kept for ten years (or ten years after a client's date of majority) or more. CREARTH will attempt to notify clients when their records are to be destroyed.

Clients have the right to review or receive a summary of their records at any time except in limited legal or emergency situations or when CREARTH and/or its counselors have assessed that releasing such information may be harmful in some

way. In these cases, CREARTH will provide and/or its counselors will provide the records to an appropriate and legitimate mental health professional.

### **Emergency Procedures**

**If you are experiencing a crisis or emergency, call 911 immediately.** CREARTH does not provide crisis and/or emergency services.

### **Between-Session Contacting**

Should you need to contact CREARTH or its counselors between scheduled sessions, please call 617-329-9553 between 10AM and 6PM ET, Tuesday through Saturday. Do not leave confidential information in these voicemail messages. Calls are returned as soon as possible, typically within two to three CREARTH regular business days.

If it is earlier than 10AM, later than 6PM, or on Sundays and Mondays, please send an email message to our office at [crearth@crearthcare.com](mailto:crearth@crearthcare.com). Do not put confidential information in these messages. Messages are responded to as soon as possible, typically within two to three CREARTH regular business days.

**If you are experiencing a crisis or emergency, call 911 immediately.** CREARTH does not provide crisis and/or emergency services.

### **Email**

CREARTH uses HIPAA-compliant emailing through specific online providers for all of its client emailing of in-session communications which involve disclosure(s) of confidential protected health information.

CREARTH will provide its clients with the name of the HIPAA-compliant email provider, as well as with instructions for how to register and login, in a separate document.

All clients agree to use the specified HIPAA-compliant email provider for their in-session communications which involve disclosure(s) of confidential protected health information.

CREARTH and its counselors may use other email providers for communications outside of sessions and/or for communications which do not involve disclosure(s) of confidential protected health information. CREARTH and its counselors cannot guarantee the confidentiality of these communications and have no control over who may see them when in electronic transit, therefore at no time will personal, medical, or identifying client information be mentioned in any non-HIPAA compliant email communication.

CREARTH and its counselors cannot be held responsible for the privacy, security, encryption, or choice of any email provider that is made by a client for their use when sending and receiving email communications with CREARTH and its counselors.

CREARTH and its counselors cannot be held responsible for the privacy, security, encryption when a client syncs their email accounts to their cell phones, android devices, iPhones, or other devices and uses these devices and/or device apps when sending and receiving communications with CREARTH and its counselors.

CREARTH and its counselors do not use instant messaging with clients.

CREARTH and its counselors do not use instant messaging with other professionals or agencies. Communications with other professionals and agencies are conducted in person, over the telephone, by email, and/or via virtual conferencing using HIPAA-compliant providers of these services as warranted.

## **Telephone**

**If you are experiencing a crisis or emergency, call 911 immediately.** CREARTH does not provide crisis and/or emergency services.

The telephone number to contact CREARTH is 617-329-9553. Messages can be left on the voicemail. Calls will be returned as soon as possible, typically within two to three CREARTH regular business days. Please do not leave detailed or private health information in the voicemail message.

CREARTH and its counselors will have occasions to leave voicemail messages for clients. These messages will not disclose any of the client's protected health information. Should a client not wish CREARTH and its counselors to leave voicemail messages, or has specific requests regarding the phrasing of messages and/or specific requests as to where to leave voicemail messages (phone number to use or not to use), this will be discussed during initial sessions.

Telephone conversations between CREARTH, its counselors, and clients, whether in-session or outside of sessions, are not recorded.

CREARTH and its counselors respect their clients' confidentiality and fully comply with HIPAA regulations regarding protected health information and privacy.

### **Texting**

CREARTH and its counselors do not use cell phone texting or texting on any other portable device with clients because texting is not HIPAA-compliant. Digital communications from CREARTH to clients is conducted via computer (desktop or laptop only.)

CREARTH and its counselors cannot be held responsible for the encryption, privacy, and/or security of messages and messaging should a client sync their emails to a device or use an app with a device such as a cell phone, android device, notepad, iPad, tablet, etc.

### **Video Conferencing**

CREARTH offers counseling and support sessions via video conferencing as an option for receiving services. Video conferencing of sessions is conducted between the client, CREARTH, and its counselors.

CREARTH does everything in its power to support HIPAA compliance regarding clients' protected health information and privacy.

## **Social Networking Media and Search Engines**

CREARTH and its counselors do not follow current or former clients on any social networking website or on blogs.

CREARTH and its counselors do not accept friend requests, requests to join, or any other requests from current or former clients for any social networking website.

CREARTH and its counselors do not “follow” and/or “fan” and/or “friend” and/or “like” and/or “don’t like” and/or communicate with current or former clients on any social networking website.

If a client needs to contact their counselor or contact CREARTH, the accepted communication methods are listed above under the headings “Emergency Procedures,” “Email and Instant Messaging,” “Telephone,” and “Virtual Conferencing.”

CREARTH and its counselors do not search for clients on search engines such as Google, Yahoo, Dogpile, Ixquick, etc. Exceptions to this are emergency situations where CREARTH and/or its counselors suspect a client is in danger and the client has not been in touch with his or her counselor or with CREARTH by way of the usual means, (telephone, session emails, session instant messaging, session video conferencing, etc.) In these instances, a social media networking website and/or a search engine may be used to find another person close to a client or in order to ascertain a client’s welfare. These are extremely rare instances. Should CREARTH and/or its counselors need to resort to such measures, it will be discussed with the client during the next session.

## **The Creative Arts Therapy Process**

Taking part in the creative arts therapy therapeutic journey can have many positive results which may benefit and improve many areas of your life. The experience and the work of creative arts therapy can also bring forward painful events and memories requiring your dedication and effort, honesty and openness to move through. Remembering, talking about, and sharing unpleasant feelings, events, or

thoughts can cause feelings of discomfort, anxiety, sleeplessness, depression, anger, sadness, disappointment. Email, telephone, and video therapies can sometimes be limited by the lack of visual cues and/or lack of in-person cues. As with everything in life, there are no guarantees of positive results with therapy – or even intended results. Change and growth can be unpredictable. Every step along the way, the decision to continue is yours.

CREARTH and its counselors use creative arts therapy in their work with clients. Through music, the visual arts, language arts, psychology, journaling, shared stories, horticulture and permaculture, dance and movement, culinary arts, and more, we are able to examine ourselves, our lives, our goals, and our direction.

Our approach is holistic and integrative. We always consider the whole person. Plans for care and individual goals are developed with the client's active participation in partnership with the counselor.

### **Creative Arts Therapy Treatment Process and Treatment Planning**

Typical individual sessions run for either sixty minutes or ninety minutes, but this will vary depending upon which mode of service delivery a client is using and/or in what combination. The frequency and length of individual sessions are carefully planned to match each person's needs and situation.

Typical group sessions run for either sixty minutes or ninety minutes, but this will vary depending upon which mode of service delivery is being used and/or in what combination. The frequency and length of group sessions are carefully planned to match the participants' needs and situations.

Assessments are completed within a reasonable time-frame, typically about two weeks. Evaluations include a written assessment based on client interviews; an individualized plan and recommendations; relevant resources list; outside referral suggestions, if necessary. Assessments and evaluations are usually completed before online counseling begins.



Information and history are gathered during the initial sessions. Many questions may be asked. You will need to complete various forms and questionnaires. You may need to request your medical records. The information gathered is used to help formulate the assessment.

All client questions are welcome. If you should have any unanswered questions about any of the approaches used in your sessions, about possible risks, or about your personalized plan, please ask. It is your right to know about creative arts therapy treatment plans, risks, benefits. If you feel you might benefit from a treatment not provided by CREARTH and/or its counselors, please let us know. We are ethically obligated to help you to obtain those treatments.

### **Termination**

An important part of the initial assessment process is determining if CREARTH and creative arts therapy are a right fit for you. CREARTH tries to not accept clients whom they feel they cannot best help. In these situations, you will be provided with referral information to more appropriate agencies and/or practitioners for you to contact.

There are other situations when a therapist can terminate services with a client. These situations include but are not limited to: (1) when a client can no longer pay for services; (2) when a therapist determines that the client's problem is beyond the therapist's scope of license or outside the therapist's scope or areas of specialization; (3) when the therapist determines that the client is not benefitting from the treatment; (4) when the course of treatment comes to an end because of the improvement of the client; (5) when a therapist is unable or unwilling, for appropriate reasons, to continue to provide care.

If at any time you would like another professional's opinion or want to consult with another counselor, CREARTH and/or its counselors will provide you with names of other qualified professionals and/or agencies with whom you may prefer to work. Typically, there is a final exit session between client and counselor where this information can be shared.

## **Billing & Payment**

Individual expressive/creative arts therapy sessions, (in-person, video, telephone, and synchronous email) are scheduled in advance and are either 60-minute or 90-minute sessions. Should a scheduled 60-minute session extend into a 90-minute session not scheduled in advance, clients may be billed the 90-minute session rate for that session in certain situations and at the counselor's discretion.

The most current rates are reflected on the website. Amounts are U.S. dollars (USD). All payments are through PayPal.

We do not currently bill insurance companies.

Reduced rates are available including sliding fee scales, scholarships, and CREARTH limited availability pro bono (no charge) options. Please contact us to discuss our reduced, pro bono, and individualized payment options.

## **Cancellations**

If you need to cancel a scheduled session, please notify us at least 24 hours in advance. Clients may be charged a fee up to the full session price for a missed or cancelled session if less than 24 hours advance notice is provided.

## PRIVACY NOTICE

**This CREARTH Creative Arts Therapy Privacy Notice for all Non-Massachusetts residents describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

Medical information about you and your health is personal. At Creative Arts Therapy & Integrative Care (CREARTH), we create a record with information provided by you as well as information from our assessments, sessions, and information that may be provided by other medical or health care professionals, (for example, your primary care physician or a specialist who is treating you.) We need this information in order to provide you with the best clinical services to meet your needs.

The following categories describe different ways that protected health information may be used and disclosed: for treatment; for health care business operations; as required by law; to avert a serious threat to your health or safety or to the health or safety of another person; for public health risks (for example, to prevent or control disease, injury, or disability, to report reactions to medications, to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition); for health oversight activities, lawsuits and disputes in response to a court order or subpoena, discovery request, or other lawful process; law enforcement in response to a court order, subpoena, warrant, summons, or similar process subject to all applicable legal requirements; coroners, medical examiners, funeral directors; information not personally identifiable.

Certain categories of protected health information have extra protections by law, and therefore require special written authorization for disclosure. For example, most uses and disclosures of creative arts therapy notes require special written authorization.

## **Your Rights Regarding Protected Health Information:**

### **Right to Inspect and Copy**

You have the right, with few exceptions, to inspect and copy protected health information that may be used to make decisions about your care. Typically this does not include creative arts therapy notes or information gathered for judicial proceedings.

To inspect and copy your protected health information, submit a request in writing to Creative Arts Therapy & Integrative Care. We may charge a reasonable fee for the cost of copying, mailing, or other supplies associated with your request.

### **Right to Amend**

If you feel that protected health information we may have about you is incorrect or incomplete, you may ask Creative Arts Therapy & Integrative Care to amend the information. You have the right to request an amendment for as long as the information is kept by Creative Arts Therapy & Integrative Care. It is Creative Arts Therapy & Integrative Care policy to keep client records for ten years.

Requests for amendment must be done in writing and submitted to Creative Arts Therapy & Integrative Care.

Requests for amendment may be denied if they are not in writing or if they do not include a reason to support the request. Amendment requests may also be denied if:

- The information was not created by Creative Arts Therapy & Integrative Care;
- The information is not part of the information kept by Creative Arts Therapy & Integrative Care;
- The information is not part of the information which you would be permitted to inspect and copy; or

- The information is accurate and complete.

Creative Arts Therapy & Integrative Care will respond to your request in writing within sixty (60) calendar days from receipt of written request.

### **Right for an Accounting of Disclosures**

You have the right to ask for a list of the disclosures of your protected health information that Creative Arts Therapy & Integrative Care has made during the previous six years, but the request cannot include dates before April 14, 2003. This listing will include the dates of each disclosure, who received the disclosed protected health information, a brief description of the protected health information disclosed, and the reason for the disclosure. The listing will not include the following disclosures:

- Disclosures made for the purpose of treatment, payment, health care services, operations, or disclosures made to family or responsible caregivers;
- Disclosures made directly to you;
- Disclosures made based on a valid authorization from you or from your legally authorized representative;
- Oral or incidental disclosures;
- Disclosures made for the purpose of national security, or to correctional institutions or law enforcement officers;
- Disclosures made prior to April 14, 2003.

You must request this listing of disclosures by submitting your request in writing to Creative Arts Therapy & Integrative Care.

Creative Arts Therapy & Integrative Care will provide you with the list within sixty (60) calendar days of receipt of your request, unless you agree to a thirty (30) calendar day extension. There is no charge to you for the list, unless you request such a list more than once a year.

### **Right to Request Restrictions**

You have the right to request restrictions on how your protected health information is used or to whom your information is disclosed, even if the restriction affects the services you receive. However, Creative Arts Therapy & Integrative Care is not required to agree to your requested restriction and, even if we agree to the restriction, we are permitted to use your protected health information without complying with the restriction if necessary in an emergency situation.

Restrictions must be requested in writing. In your written request you must tell us: (1) what information you want to limit; (2) whether you want to limit our use, disclosure, or both; (3) to whom you want the limits to apply. Although Creative Arts Therapy & Integrative Care is generally not required to agree to requested restrictions, Creative Arts Therapy & Integrative Care is required to keep your protected health information confidential if you pay for a health care service “out-of-pocket” in full, and you request that we not disclose protected health information related to that health care service(s).

You must submit requests for restrictions in writing to Creative Arts Therapy & Integrative Care.

### **Right to Request Confidential Communication**

You have the right to request that Creative Arts Therapy & Integrative Care communicates with you about protected health information matters in a certain way or at a certain location. For example, you can ask that we only contact you at work, or by mail, or to not leave voicemail messages.

To request confidential communications, you must submit your request in writing to Creative Arts Therapy & Integrative Care. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

### **Right to a Copy of this Notice**

You have the right to a paper copy of this Notice. You may ask Creative Arts Therapy & Integrative Care to provide you with a paper copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice. You may obtain a paper copy of this Notice by contacting Creative Arts Therapy & Integrative Care.

### **Changes to this Notice**

The effective date of this Notice is September 30, 2014. It will remain in effect until it is replaced by Creative Arts Therapy & Integrative Care.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with Creative Arts Therapy & Integrative Care or with the Secretary of the Department of Health and Human Services.

To file a complaint with Creative Arts Therapy & Integrative Care, submit your complaint in writing to Creative Arts Therapy & Integrative Care. You will not be penalized for filing a complaint.

### **Other Uses of Protected Health Information**

Other uses and disclosures of protected health information not covered by this Notice or by the Creative Arts Therapy & Integrative Care Policy Statement will be made only with your written permission.

### **Revoking Permissions**

If you provide Creative Arts Therapy & Integrative Care permission to use or disclose protected health information about you, you may revoke that permission, in writing, at any time.

If you revoke your permission, Creative Arts Therapy & Integrative Care will no longer use or disclose protected health information about you for the reasons covered by your written authorization. You understand that Creative Arts Therapy & Integrative Care is unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of services we have provided to you.

**If you have any questions about this notice**

Please contact Creative Arts Therapy & Integrative Care with any questions you may have.



## HIPAA STATEMENT

*from the United States Department of Health & Human Services*

### *Summary of the HIPAA Privacy Rule*

The Standards for Privacy of Individually Identifiable Health Information (“Privacy Rule”) establishes, for the first time, a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services (“HHS”) issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The Privacy Rule standards address the use and disclosure of individuals’ health information—called “protected health information” by the organizations who are subject to the Privacy Rule—as well as standards for individuals’ privacy rights to understand and control how their health information is used.

A major goal of the Privacy Rule is to assure that individuals’ health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public’s health and well being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing. Given that the health care marketplace is diverse, the Rule is designed to be flexible and comprehensive to cover the variety of uses and disclosures that need to be addressed.

**NOTE: This is a summary of key elements of the Privacy Rule and not a complete or comprehensive guide.**

## **What information is protected?**

The Privacy Rule protects all “individually identifiable health information” held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. The Privacy Rule calls this information “protected health information.”

“Individually identifiable health information” is information including demographic data that relates to: the individual’s past, present, or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual.

## **General Principle for Uses and Disclosures**

A major purpose of the Privacy Rule is to define and limit the circumstances in which an individual’s protected health information may be used or disclosed by covered entities. A covered entity may not use or disclose protected health information except either: (1) as the Privacy Rule permits or requires; or (2) as the individual who is the subject of the information (or the individual’s personal representative) authorizes in writing.

## **Required Disclosures**

A covered entity must disclose protected health information in only two situations: (a) to individuals (or their personal representatives) specifically when they request access to, or an accounting of disclosures of, their protected health information; and (b) to HHS when it is undertaking a compliance investigation or review or enforcement action.

## Creative Arts Therapy Notes

A covered entity must obtain an individual's authorization to use or disclose creative arts therapy notes with the following exceptions:

- The covered entity who originated the notes may use them for treatment.
- A covered entity may use or disclose, without an individual's authorization, the creative arts therapy notes, for its own training, and to defend itself in legal proceedings brought by the individual, for HHS to investigate or determine the covered entity's compliance with the Privacy Rules, to avert a serious and imminent threat to public health or safety, to a health oversight agency for lawful oversight of the originator of the creative arts therapy notes, for the lawful activities of a coroner or medical examiner, or as required by law.

## Notice and Other Individual Rights

Each covered entity, with certain exceptions, must provide a notice of its privacy practices. The Privacy Rule requires that the notice contain certain elements. The notice must describe the ways in which the covered entity may use and disclose protected health information. The notice must state the covered entity's duties to protect privacy, provide a notice of privacy practices, and abide by the terms of the current notice. The notice must describe individuals' rights, including the right to complain to HHS and to the covered entity if they believe their privacy rights have been violated. The notice must include a point of contact for further information and for making complaints to the covered entity. Covered entities must act in accordance with their notices. The Rule also contains specific distribution requirements for direct treatment providers, all other health care providers, and health plans.