

# EFFECTIVE DATE OF THIS NOTICE

This notice is effective **June 1, 2025**.

## NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW CAREFULLY.**

### I. OUR COMMITMENT REGARDING HEALTH INFORMATION

Most Sorrowful Mother Counseling (MSMC) understands that your health information is private. We are committed to protecting it. We create a record of the care and services you receive to provide quality care and comply with legal requirements. This notice applies to all records created by this mental health practice.

We are required by law to:

- Keep your protected health information (“PHI”) private;
- Provide you this notice of legal duties and privacy practices;
- Notify you following a breach of unsecured PHI as required by federal and state law;
- Follow the terms of this notice currently in effect.
- Provide you with adequate notice of your rights and our legal duties if we create or maintain records protected by 42 C.F.R. Part 2.

We may change this notice. Changes apply to all PHI we maintain. Updated notices are available upon request.

### II. HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION

#### 1. Treatment, Payment, and Health Care Operations

We may use or disclose PHI without your written authorization to provide treatment, process or refund payment, or conduct health care operations. Examples:

- Consulting with other licensed health care providers for diagnosis or treatment;
- Coordinating care among providers;
- Referring you to another provider;

- For appointment confirmations via phone, voicemail, text, or email unless you request otherwise.

**Note:** Under Wisconsin Law (Wis. Stat. § 51.30), we generally require your informed written consent to disclose mental health records for payment and healthcare operations, except in specific circumstances defined by law. Disclosures for treatment purposes are not limited to the “minimum necessary” standard, as full access to your information is required for quality care.

**Note:** If your records are protected under 42 C.F.R. Part 2, certain uses and disclosures permitted by HIPAA for treatment, payment, and health care operations are materially limited by the stricter standards of those regulations. Furthermore, information disclosed pursuant to these rules may be subject to redisclosure by the recipient and may no longer be protected by federal privacy standards.

## **2. Legal Proceedings**

We may disclose PHI in response to a court order signed by a judge. In Wisconsin, a subpoena alone is generally insufficient to release mental health records without a specific court order or your written authorization. In all jurisdictions, we strive to provide the minimum necessary information required by law and will make reasonable efforts to notify you before such a disclosure is made.

For records protected by 42 C.F.R. Part 2, such records or testimony relaying their content shall not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless you provide specific written consent or a court order is issued in accordance with 42 C.F.R. Part 2.

## **III. USES AND DISCLOSURES REQUIRING YOUR AUTHORIZATION**

### **Psychotherapy Notes**

We maintain psychotherapy notes as defined by HIPAA. Use or disclosure of these notes requires your authorization, unless: a. For our own treatment of you; b. For supervision or training of mental health professionals; c. To defend against legal claims initiated by you; d. For compliance investigations by the U.S. Department of Health and Human Services; e. As required by law; f. For certain health oversight activities; g. By a coroner as authorized by law; h. To prevent a serious threat to health or safety.

**Substance Use Disorder (SUD) Counseling Notes:** We may also maintain “SUD counseling notes,” which are notes recorded by a substance use disorder provider documenting the contents of a counseling session. Any use or disclosure of these notes requires your separate written authorization, which cannot be combined with a consent for other types of records.

You may revoke authorization at any time in writing, except to the extent action has already been taken.

## **Marketing and Sale of PHI**

We do not use PHI for marketing purposes and do not sell PHI. Any use of PHI for marketing or any sale of PHI would require your express written authorization.

## **IV. USES AND DISCLOSURES NOT REQUIRING AUTHORIZATION**

Without your authorization, we may use or disclose PHI:

- As required by law;
- For public health purposes (e.g., reporting child or elder abuse, or a significant threat to a specific, identifiable third party);
- For health oversight (audits, investigations);
- For judicial or administrative proceedings (pursuant to a court order);
- For law enforcement purposes as permitted by Wis. Stat. § 51.30;
- To coroners or medical examiners;
- For research purposes provided strict confidentiality protocols are met;
- For specialized government functions (military, intelligence, correctional institutions);
- For workers' compensation compliance;
- For appointment reminders or information about treatment alternatives or services.

## **V. USES AND DISCLOSURES REQUIRING OPPORTUNITY TO OBJECT**

We may provide PHI to a family member, friend, or other person involved in your care or payment, unless you object, either in whole or in part. Retroactive consent may be obtained in emergencies. In Wisconsin, for patients receiving treatment for mental illness, developmental disabilities, or substance abuse, specific state laws may further restrict these disclosures without your express consent.

## **VI. YOUR RIGHTS REGARDING PROTECTED HEALTH INFORMATION (PHI)**

1. **Request Limits on Uses/Disclosures:** You may request restrictions; we are not required to agree.
2. **Restrictions for Out-of-Pocket Payments:** You may request that PHI for services paid entirely out-of-pocket not be disclosed to health plans.
3. **Request Specific Communications:** You may request PHI be sent to a specific location or method; reasonable requests will be accommodated.

4. **Access PHI:** You may obtain copies or summaries of your clinical record (which includes your diagnosis, treatment plan, and progress notes) within 30 days of written request. This right does not extend to "Psychotherapy Notes" (private notes taken during a session kept separate from the clinical record) and "SUD Counseling Notes" (notes recorded by a substance use disorder provider documenting the contents of a counseling session). Reasonable fees may apply. Under Wisconsin law, if the provider determines that looking at certain records would be redundant or harmful to your health, we may provide a summary instead or deny access to specific portions, though you have the right to challenge this.
5. **Accounting of Disclosures:** Request a list of PHI disclosures (excluding treatment, payment, operations) for the last six years; additional requests in the same year may incur a fee. You also have the right to request an accounting of disclosures specifically for your substance use disorder records protected under 42 C.F.R. Part 2.
6. **Amend PHI:** Request corrections or additions; we may deny requests if the record is deemed accurate and complete but will respond in writing within 60 days.
7. **Right to Receive Notice of a Breach:** You have the right to be notified if your unsecured PHI is compromised.
8. **Right to File a Complaint:** You may file a complaint with MSMC or with the U.S. Department of Health and Human Services without fear of retaliation.
9. **Copy of this Notice:** You may request a paper or electronic copy at any time.

## VII. SPRUCE HEALTH AND COMMUNICATION

1. I understand that while my provider utilizes a HIPAA-compliant platform (Spruce Health) for secure communication, phone sessions and other forms of communication conducted outside of this platform—including phone calls, SMS/text messaging, and email—may not be fully secure or confidential. I acknowledge that, consistent with applicable Wisconsin and Mississippi state laws and federal privacy regulations, there are inherent risks that my protected health information (PHI) could be intercepted, accessed, or disclosed by unauthorized third parties when using these methods. I acknowledge that I have been informed of the risks of using non-secure communication and explicitly consent to their use for my convenience.
2. **Client-Initiated Communication:** If you choose to contact your provider via standard SMS or email, you acknowledge that these are not secure channels. By initiating contact through these methods, you are providing informed consent for your provider to respond via the same medium unless you explicitly request a transition to the secure Spruce Health platform.
3. I understand that I may request to use the Spruce Health application for more secure, HIPAA-compliant communication with my provider. I further understand that choosing to communicate through less secure methods, including phone sessions, is voluntary, and by doing so, I accept the potential risks to the privacy and security of my information as described above.
4. You may withdraw consent for electronic communication at any time by notifying your provider in writing.

## **VIII. GOOD FAITH ESTIMATE (NO SURPRISES ACT, EFFECTIVE JANUARY 1, 2022)**

This Good Faith Estimate (GFE) provides an estimate of fees for services. Until the initial evaluation is complete, specific diagnosis, needs, and the number of sessions cannot be fully determined.

- **Estimated Cost Example:** \$7,020 for 52 weekly sessions at \$135 per session (this is an estimate only and not a guarantee of services or total cost)
- The actual number of sessions may vary based on clinical needs.
- Throughout your treatment, the provider may recommend additional items or services as part of your treatment that are not reflected in this estimate. These would need to be scheduled separately with your consent and the understanding that any additional service costs are in addition to the Good Faith Estimate.
- You have the right to receive a Good Faith Estimate explaining the expected cost of your mental health care if you are uninsured or choose not to use insurance. You may request this estimate at any time.
- The Good Faith Estimate is not a contract between provider and client and does not obligate or require the client to obtain any of the listed services from the provider.

### **Contact**

Questions: (920) 717-9341 or [admin@mostsorrowfulmothercounseling.com](mailto:admin@mostsorrowfulmothercounseling.com)

### **Dispute Rights**

If billed more than \$400 above this GFE, you may dispute the charges:

- Contact MSMC first to request correction, negotiation, or financial assistance;
- File a dispute with HHS within 120 days of the bill;
- \$25 fee applies for HHS dispute;
- HHS determination governs final amount payable.

More information: [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 1-800-985-3059.