COMBINED PRACTICE POLICIES, PRIVACY POLICY & NOTICE OF PRIVACY PRACTICES

Cape Coral Therapists • Therapists in Sarasota • Vacation Counseling

Effective January 1, 2026

This document replaces the prior medical privacy notice dated September 20, 2013. The website privacy provisions are adapted from the practice's prior online privacy policy, while the 2026 Notice of Privacy Practices governs protected health information and supersedes any inconsistent or outdated medical-privacy language in earlier policies.

Document Overview

1. Part A — Practice Policies
2. Part B — Website Privacy Policy
3. Part C — Notice of Privacy Practices (HIPAA and Related Privacy Laws)
4. Part D — Acknowledgment and Agreement

PART A — PRACTICE POLICIES

1. Appointments and Cancellations

The standard meeting time for individual psychotherapy and couples counseling is 50 minutes. You and your therapist may agree to a different session length when clinically appropriate and when sufficient time is scheduled in advance.

Please cancel or reschedule at least 24 hours before your appointment. Cancellations or rescheduling requests received less than 24 hours in advance are subject to the full session fee because the appointment time was reserved exclusively for you.

If you arrive late, the session will generally end at the originally scheduled time, and you may lose part of your session. The full session fee may still apply.

2. Telephone Accessibility and Emergencies

If you need to contact your therapist between sessions, you may leave a voicemail or send a text message. Your therapist may not be immediately available but will generally attempt to respond within 24 hours during normal business operations.

Do not use voicemail, text, email, the client portal, or social media for emergencies. If you are experiencing an immediate medical or mental health emergency, call 911, call or text 988, or go to the nearest emergency room.

3. Social Media and Online Boundaries

To protect confidentiality and minimize dual relationships, therapists generally do not accept friend, follower, connection, or contact requests from current or former clients on personal social networking accounts, including Facebook, LinkedIn, Instagram, or similar platforms. Connecting through personal accounts may compromise confidentiality, privacy, and the boundaries of the therapeutic relationship. Please discuss any questions about this policy with your therapist.

4. Electronic Communication

The practice cannot guarantee the confidentiality or security of ordinary email, text messaging, voicemail, facsimile, or other non-secure electronic communications. At your request, the practice may use email or text messaging for scheduling, cancellations, appointment reminders, intake reminders, and limited administrative communications.

Please do not use email or text messaging to discuss sensitive therapeutic content or to request emergency assistance. Although the practice will make reasonable efforts to respond promptly, immediate responses cannot be guaranteed.

5. Telehealth and Technology-Assisted Services

Services delivered by telephone, videoconferencing, internet-based platforms, email, facsimile, or other electronic means may be considered telehealth or telemedicine. If you and your therapist use technology for any part of your treatment, you understand and agree that:

5. You may withhold or withdraw consent to telehealth at any time without affecting your right to future care or treatment or causing the loss of program benefits to which you are otherwise entitled.
6. Existing confidentiality protections apply to telehealth services, subject to the limitations and risks described in this document.
7. You may access medical information transmitted during a telehealth consultation and may request copies, subject to applicable law and reasonable fees.
8. Identifiable images or information from a telehealth interaction will not be disclosed to researchers or other entities without your consent unless disclosure is otherwise permitted or required by law.
9. Potential benefits may include improved access, convenience, continuity of care, reduced travel and time away from work, faster exchange of information, and improved consultation and support.
10. Potential risks may include technology failures, interruptions, unauthorized access, reduced privacy, and the therapist's inability to observe information that may be available during an in-person session.

Clinical assessment may be based on verbal, written, auditory, visual, behavioral, and contextual information. During technology-assisted services, a therapist may be unable to observe potentially relevant factors that would be more apparent in person, including posture, gait, motor coordination, grooming, hygiene, eye contact, facial and body language, injuries, physical condition, and the congruence of verbal and nonverbal expression. As a result, the therapist may not receive information that could affect clinical assessment or treatment planning.

6. Minors

When a client is a minor, a parent or legal guardian may be legally entitled to certain information about the minor's treatment. The therapist will discuss with the minor and parent or guardian what information may be shared, what information may remain private, and the legal and clinical limits of confidentiality.

7. Couples and Family Therapy — No-Secrets Policy

In couples and family therapy, the therapeutic relationship is with the couple or family unit as a whole rather than with only one participating individual. To support honesty, trust, neutrality, and effective treatment, the practice follows a no-secrets policy.

Information disclosed to the therapist by one participating member during an individual session, phone call, email, text message, or other communication may not be kept confidential from the other participating member or members when the therapist determines that the information is relevant to the therapeutic process.

When a client privately shares information that may affect the relationship or the goals of therapy, the therapist will generally:

- Encourage and support the client in sharing the information directly with the other participating member or members during a joint session; and/or
- Work collaboratively with the client to determine an appropriate and therapeutic way to disclose the information.

If the client declines to disclose information that the therapist considers material to treatment, the therapist may, using clinical judgment:

- Address or disclose the information in a joint session when clinically and ethically appropriate; or
- Suspend or discontinue couples or family therapy if maintaining the secret would compromise the integrity, effectiveness, safety, or neutrality of treatment.

This policy is intended to promote transparency, prevent alliances or conflicts of interest, and support a safe and effective therapeutic environment. It does not change the legal limits of confidentiality, including duties involving suspected abuse or neglect, threats of harm to self or others, or valid court orders.

8. Termination of Services

Ending a therapeutic relationship can be difficult, and an appropriate termination process can provide closure. The length and nature of termination will depend on the duration and intensity of treatment.

The therapist may recommend termination after appropriate discussion when therapy is not being effectively used, the therapist can no longer provide clinically appropriate services, the client is in default on payment, or another ethical, legal, or clinical reason requires termination. When appropriate, the therapist will discuss the reasons for termination and may provide referrals to other qualified professionals. The client may also select another provider independently.

Unless other arrangements have been made in advance, failure to schedule or attend an appointment for three consecutive weeks may be treated as discontinuation of the professional relationship.

PART B — WEBSITE PRIVACY POLICY

This section applies to information collected through the practice websites and related online services. It does not replace the Notice of Privacy Practices in Part C, which governs protected health information maintained by the practice.

1. Information Collection and Use

You may browse the practice websites without providing personal information. The websites may include forms through which you voluntarily provide information such as your name, mailing address, telephone number, email address, or other contact information to request information, support, or services.

The practice may receive and retain information that you submit through website forms, email, telephone, or customer-service communications. The practice uses this information to respond to requests, improve services, understand client and visitor needs, and administer website operations.

The practice does not intend to collect detailed medical information or full payment-card information through ordinary website contact forms. Do not include credit-card information or highly sensitive clinical information in unencrypted website forms, email, or other electronic communications unless the practice specifically directs you to use a secure method.

The practice does not sell, rent, or trade personal information. Information may be shared with service providers only as necessary to perform services on the practice's behalf, such as website hosting, payment processing, analytics, communications, or security. Service providers are expected to use the information only for the contracted purpose and to protect it appropriately.

The practice may also collect non-personally identifiable or aggregated information, such as website usage, communication preferences, device or browser information, and responses to surveys or promotions. Aggregated information may be used to improve services, administer the websites, analyze trends, and respond to comments or inquiries, provided individuals are not identified.

2. Website Security

The practice uses reasonable administrative, technical, and physical safeguards designed to protect information from loss, misuse, unauthorized access, alteration, or disclosure. When sensitive information is collected through a secure website function, encryption such as Secure Socket Layer or Transport Layer Security may be used during transmission.

No internet transmission or electronic storage system is completely secure. Therefore, the practice cannot guarantee absolute security.

3. Cookies and Analytics

The websites may use cookies, pixels, log files, and analytics tools, including Google Analytics or similar services, to understand how visitors use the websites. These tools may collect information such as IP address, browser type, pages visited, referral source, and date and time of access. The practice uses this information to improve website performance and services and does not intentionally combine analytics data with clinical records.

You may adjust your browser settings to reject or delete cookies. Disabling cookies may affect certain website functions. Third-party analytics services are governed by their own privacy practices.

4. Links to Other Websites

The websites may contain links to third-party websites or services. The practice is not responsible for the privacy practices, security, availability, or content of third-party websites. Review the privacy policies of any external site you visit.

5. Children's Online Privacy

The practice is committed to protecting children's online privacy. The websites are not intended to knowingly collect personal information directly from children under 13 without verifiable parental or legal-guardian consent. Parents and guardians are encouraged to supervise children's online activity and to contact the practice if they believe a child has submitted personal information.

6. International Visitors and Data Transfers

If you access a practice website from outside the United States, your information may be transferred to, stored in, or processed in the United States or another country where the practice or its service providers operate. Privacy laws in those locations may differ from the laws in your jurisdiction.

7. Legal Compliance and Protection

The practice may disclose website information when reasonably necessary to comply with applicable law, respond to valid legal process, protect the rights or property of the practice or others, protect personal safety, investigate fraud or security incidents, or prevent unlawful or unethical activity. When legally permitted and appropriate, the practice may provide notice of such a disclosure.

8. Your Choices and Requests

You may request access to, correction of, or deletion or deactivation of personal information maintained through website interactions, subject to legal and operational limits. You may also opt out of non-essential communications. Requests may be sent to info@draprilbrown.com or made through the contact information in Part C.

9. Changes to the Website Privacy Policy

The practice may update this Website Privacy Policy from time to time. The updated policy will be posted online with a revised effective date. Material changes may also be communicated by email or website notice when appropriate.

PART C — NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective Date: January 1, 2026

This Notice replaces the previous Notice effective September 20, 2013. It reflects updated federal privacy requirements, including special protections for substance use disorder treatment records. It also explains that health information disclosed to a recipient may, in some circumstances, be redisclosed and no longer protected by HIPAA, unless another law provides stricter protection.

I. Pledge Regarding Health Information

Health information about you and your care is personal. The practice creates records of the care and services you receive to provide quality treatment and comply with legal requirements. This Notice applies to records generated or maintained by the practice.

The practice is required by law to:

- Maintain the privacy and security of Protected Health Information (PHI) that identifies you and relates to your health, treatment, or payment for healthcare services.
- Provide this Notice describing legal duties and privacy practices and follow the Notice currently in effect.
- Notify you promptly if a breach may have compromised the privacy or security of unsecured PHI.
- Follow more protective federal or state laws when they apply, including 42 C.F.R. Part 2 protections for certain substance use disorder treatment records.
- Apply future changes to this Notice to information already held as well as information created or received after the change, and make the revised Notice available upon request, in the office, and on the practice website.

II. How Health Information May Be Used and Disclosed

HIPAA allows the practice to use or disclose PHI without written authorization for treatment, payment, and healthcare operations, subject to applicable law and any stricter protections.

Treatment

The practice may use or share PHI to provide, coordinate, or manage treatment; consult with other healthcare providers; and make referrals. Treatment disclosures are generally not limited by the minimum-necessary standard because providers may need complete information to provide appropriate care.

Payment

The practice may use or disclose PHI for billing, collection, insurance eligibility, coverage determinations, prior authorization, claims processing, and related payment activities.

Healthcare Operations

The practice may use or disclose PHI for business and quality activities that support care, including supervision, consultation, training, audits, licensing, credentialing, legal and compliance activities, customer service, and quality improvement.

Special Protection for Substance Use Disorder Records

Records created or maintained by a federally assisted substance use disorder program covered by 42 C.F.R. Part 2 receive additional protection. Such records generally will not be used or disclosed for treatment, payment, or healthcare operations without written consent, except in a medical emergency or

as otherwise specifically permitted by law. Part 2 records will not be used or disclosed in a civil, criminal, administrative, or legislative proceeding against you without your written consent or a qualifying court order that satisfies Part 2 requirements.

Lawsuits and Disputes

The practice may disclose PHI in response to a valid court or administrative order. The practice may also respond to a subpoena, discovery request, or other lawful process when required safeguards have been met, such as efforts to notify you or obtain a protective order. More restrictive requirements apply to psychotherapy notes, mental health records, and Part 2 records.

Redisclosure Notice

When PHI is lawfully disclosed to an outside recipient, the recipient may be permitted to redisclose the information, and it may no longer be protected by HIPAA. When another law provides stricter protection, such as 42 C.F.R. Part 2, the practice will follow the stricter law.

III. Uses and Disclosures Requiring Written Authorization

Psychotherapy Notes

Separate psychotherapy notes documenting or analyzing the contents of counseling conversations generally will not be used or disclosed without written authorization. Limited exceptions may include use by the therapist for treatment, certain training or supervision, defense in a legal proceeding initiated by the client, oversight or HIPAA investigations, disclosures required by law, certain coroner or medical-examiner duties, or prevention of a serious and imminent threat.

Marketing

PHI will not be used or disclosed for marketing without written authorization when authorization is required by law. Appointment reminders, communications about the practice's own treatment-related services, and face-to-face communications may not be considered marketing under HIPAA. If the practice receives financial remuneration for a marketing communication, written authorization will be obtained when required.

Sale of PHI

The practice will not sell PHI. Written authorization will be obtained before any disclosure that constitutes a sale of PHI, except for limited payments or fees expressly permitted by law.

Other Uses and Revocation

Any other use or disclosure not described in this Notice will be made only with your written authorization. You may revoke an authorization in writing at any time. Revocation will not affect actions already taken in reliance on the authorization.

IV. Uses and Disclosures That Do Not Require Authorization

Subject to more protective laws and required conditions, the practice may use or disclose PHI without authorization in the following circumstances:

- When required by federal, state, or local law.
- For public health activities, including reporting disease, injury, child abuse or neglect, or abuse of a vulnerable adult when required by law.
- To prevent or lessen a serious and imminent threat to health or safety, including disclosures to persons able to help prevent harm.
- For health oversight activities such as audits, inspections, investigations, licensing, or disciplinary proceedings.
- For judicial or administrative proceedings in response to valid legal process and required safeguards.

- For specified law-enforcement purposes, including certain court orders, warrants, subpoenas, identification or location requests, crime-victim circumstances, deaths suspected to involve criminal conduct, or crimes occurring on practice premises.
- To coroners or medical examiners as necessary to perform authorized duties.
- For research approved by an institutional review board or privacy board, or when another lawful exception applies.
- For specialized government functions, including military, national security, presidential-protection, correctional, and custodial functions permitted by law.
- For workers' compensation and similar programs.
- For appointment reminders, treatment alternatives, and health-related benefits or services that may interest you.

The practice will follow the minimum-necessary principle when it applies and will use or share only the amount of information reasonably needed for the purpose. When a state or federal law is more protective than HIPAA, the practice will follow the stricter law.

V. Uses and Disclosures Requiring an Opportunity to Agree or Object

The practice may share information relevant to your care or payment with a family member, close friend, caregiver, personal representative, or other person involved in your care when you agree, do not object, or the therapist reasonably infers permission from the circumstances.

If you are unavailable or incapacitated, the therapist may use professional judgment to determine whether limited disclosure is in your best interest. Only information relevant to the person's involvement will be shared. You may object or request limits on future disclosures, and the practice will honor those requests to the extent required or permitted by law.

VI. Your Rights Regarding Protected Health Information

1. Right to Request Restrictions

You may ask the practice not to use or disclose certain PHI for treatment, payment, or healthcare operations. The practice is not required to agree to every request, but if it agrees, the restriction will be documented and followed except when information is needed for emergency treatment or disclosure is otherwise required by law.

2. Right to Restrict Disclosures to a Health Plan After Full Out-of-Pocket Payment

When you pay in full, out of pocket, for a specific service, you may request that information about that service not be disclosed to your health plan for payment or healthcare operations. The practice must honor a qualifying request unless disclosure is required by law.

3. Right to Confidential Communications

You may request that the practice contact you in a particular way or at a particular location, such as using a specified phone number, mailing address, email address, or secure client portal. Reasonable requests will be accommodated.

4. Right to Inspect and Obtain Copies

In most cases, you may inspect and obtain a paper or electronic copy of PHI in the designated record set, including medical and billing records. You may also direct the practice in writing to send records to a third party. Requests should identify the information requested and be signed when required.

The practice will generally respond within 30 days, subject to a lawful extension. A reasonable cost-based fee may apply. Access may be denied in limited situations, including certain psychotherapy notes, information prepared for legal proceedings, or circumstances in which access may create a substantial risk of harm. When review rights apply, the practice will explain them in writing.

5. Right to an Accounting of Disclosures

You may request a list of certain disclosures made during the six years before your request. The list generally does not include routine disclosures for treatment, payment, or healthcare operations; disclosures made directly to you; disclosures authorized by you; or certain other exclusions permitted by law. One accounting in a 12-month period will be provided without charge; a reasonable fee may apply to additional requests after advance notice.

6. Right to Request an Amendment

If you believe information in your record is inaccurate or incomplete, you may request an amendment in writing and explain the reason. The practice may deny the request when the record was not created by the practice, is accurate and complete, or is not part of the information available for inspection. If denied, you will receive a written explanation and may submit a statement of disagreement.

7. Right to a Paper or Electronic Copy of This Notice

You may request a paper copy of this Notice at any time, even if you previously agreed to receive it electronically. An electronic copy may also be available on the practice website or through the SimplePractice client portal.

8. Right to Receive Breach Notification

You have the right to be notified if a breach of unsecured PHI occurs and the law requires notification.

9. Right to File a Complaint

If you believe your privacy rights have been violated, you may file a complaint with the practice or with the U.S. Department of Health and Human Services, Office for Civil Rights. Complaints may be submitted by mail, phone, or electronically through the HHS complaint process. Concerns involving substance use disorder records may also be reported to the appropriate authority. The practice will not retaliate against you for filing a complaint, and your care will not be affected.

VII. Practice Privacy Contact

Questions, requests, or complaints regarding this Notice may be directed to:

Privacy Officer	Dr. April Brown
Practices	Cape Coral Therapists / Therapists in Sarasota / Vacation Counseling
Phone	(239) 565-6921
Email	info@draprilbrown.com
Sarasota Address	1487 2nd Street, Suite C-5, Sarasota, FL 34236
Cape Coral Address	3508 Chiquita Boulevard, Suite 204, Cape Coral, FL 33914

VIII. Effective Date and Changes to This Notice

This Notice is effective January 1, 2026, and supersedes the previous Notice dated September 20, 2013. The practice reserves the right to change this Notice and the privacy practices it describes as permitted by law. Revised terms may apply to information already maintained as well as information received in the future. The current Notice will be available in the office, upon request, on the practice website, and through the client portal when available.

PART D — ACKNOWLEDGMENT AND AGREEMENT

By checking the acknowledgment box in the client portal or signing below, I acknowledge that:

- I have received or had the opportunity to review the Practice Policies, Website Privacy Policy, and Notice of Privacy Practices contained in this document.
- I understand the appointment, cancellation, electronic communication, telehealth, minors, couples/family therapy, and termination policies.
- I understand that the Notice of Privacy Practices explains how my protected health information may be used and disclosed and describes my privacy rights.
- I understand that checking the box or signing below does not authorize uses or disclosures of my information beyond those permitted by law or separately authorized by me.
- I understand that I may ask questions and request a paper or electronic copy of this document.

BY CLICKING THE CHECKBOX IN THE CLIENT PORTAL OR SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE PRACTICE POLICIES, AND THAT I HAVE RECEIVED AND REVIEWED THE NOTICE OF PRIVACY PRACTICES.

Client Name	
Client/Representative Signature	
Date	