

**Susan LW Miller MS LPC LMFT NCC**  
Licensed Professional Counselor, Licensed Marriage and Family Therapist  
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**OFFICE POLICIES, INFORMED CONSENT PROCEDURES AND GENERAL INFORMATION  
AGREEMENT FOR PSYCHOTHERAPY SERVICES**

This form provides you (client) with information in addition to that detailed in the notice of privacy practices. I am pleased to have the opportunity to become acquainted with you. I trust the information provided during the initial interview and in the written material will assist you in making an informed decision concerning my services. I am licensed in the States of Georgia, Texas and Tennessee as a Professional Counselor and Marriage and Family Therapist. If you wish to verify my Georgia licensing credentials online, go to the following website using your browser: <http://sos.georgia.gov/plb/counselors> For LPC verification, choose license verification; then choose license type: professional counselor; type in license number: LPC004839. For LMFT verification, choose license verification, then choose license type: marriage and family therapist, type in license number: MFT001055. If you desire additional information regarding my education and experience, my resume is available upon your request.

**INITIAL APPOINTMENT**

A portion of your initial appointment will be used to discuss office policies and procedures and the HIPPA notice of privacy practices. This is done to protect your right to thorough informed consent before contracting for therapeutic services. During the initial interview (and at any time during ongoing counseling if you decide to continue) you are encouraged to ask questions. In times of crises, the usual format of the first appointment may be suspended.

**CONFIDENTIALITY**

All information disclosed within sessions and in the written records pertaining to sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Most of the provisions explaining disclosures required by law are described in the notice of privacy practices that you received with these policies and procedures.

**WHEN DISCLOSURE IS REQUIRED BY LAW**

Circumstances requiring disclosure include: a reasonable suspicion of child, dependent, or elder abuse or neglect; a client presents a danger to self, to others, or to property; or a client is gravely disabled (for more details see also notice of privacy practices form).

**WHEN DISCLOSURE MAY BE REQUIRED BY LAW**

Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain your psychotherapy record and request testimony from me. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use clinical judgment when revealing such information. The release of records to any outside party requires the authorization of **all** adult family members who participated in treatment. Also, if you initiate court proceedings or a complaint against me to the state licensing board, I can release information from your record to defend against any complaint.

**EMERGENCIES**

If there is an emergency during our work together, or if in the future after termination, I become aware that (1) your personal safety is threatened; (2) you have threatened specific harm to someone else; or (3) you are not receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the police, hospital, or the person whose name you have provided as an emergency contact on the biographical sheet.

**HEALTH INSURANCE AND EAP PARTICIPATION AND CONFIDENTIALITY OF RECORDS**

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. In addition to requiring a mental health diagnosis, insurance and EAP companies may request a copy of your record for review and verification of treatment progress and to determine if I am maintaining the required documentation. Unless explicitly authorized by you, the psychotherapy notes will not be disclosed to your insurance carrier. Once submitted, I no longer have control as to the ongoing access of your confidential information. Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. This risk exists because mental health information is entered into the computers of insurance companies and soon may also be reported to the Congress-approved National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data have been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you may be in a vulnerable position.

## **CONFIDENTIALITY OF EMAIL, CELL PHONE, FAX COMMUNICATION AND RECORD TRANSPORT BETWEEN OFFICES**

It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be accessed by unauthorized individuals, therefore, the privacy and confidentiality of such communication may be compromised. E-mails, in particular, are vulnerable to such unauthorized access because there is unlimited and direct access to all e-mails that go through the server. Even though the office fax machine is in a secure location, know that faxes can be sent erroneously to the wrong address. Send all emails pertaining to clinical issues via Hush Mail. This site provides, for free, full email encryption. If you are interested in this service, we can discuss the set-up during one of your sessions. If you choose to email me from your personal email account, please limit the contents to housekeeping issues. Please do not use e-mail or faxes in emergency situations. **Please note even though I have a telephone device that supports email, It is my preference information specific to session scheduling and cancellation be left in my voice mail and not via email. Please do not include clinical information in an email.** Please notify me at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. There may be times when I will need to transport client files. When this occurs, files will be transported in a locked boxed.

## **LITIGATION CONCERNS**

Because the nature of the therapeutic process often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed should there be legal proceedings (such as, but not limited to, **divorce and custody disputes**, injuries, lawsuits, etc.), both you (client) and your attorney, or anyone else acting on your behalf, will seriously consider the possible negative consequences associated with the verbal and/or written disclosure of your psychotherapy records. In the context of couple and/or family counseling, written authorization to disclose psychotherapy records must be obtained from all individuals, 18 years of age and above, who participated in the couple and/or family counseling.

## **CLIENTS BELOW THE AGE OF MAJORITY**

In Georgia, an individual is considered a minor until his/her eighteenth birthday. However, decisions regarding whether to enter counseling can be made by those younger than 18 years of age. In the State of Georgia, a minor 16 years of age and older has the right to give informed consent or to refuse medical services if by opinion of the healthcare provider s/he has the capacity to understand his/her health status. In these situations, a parent or legal representative of the minor may be informed of the minor's decision. For all minors under the age of 16, consent of a custodial parent or guardian is required for the minor to receive counseling services. Generally both parents (including the noncustodial parent unless a court order removed this right or terminated parental rights) or legal guardian have the right to view, receive a copy of, and request amendments to the medical records of a minor under 18 years of age.. I will use my therapeutic discretion to determine whether information divulged by the minor will be revealed to the parents. In most circumstances, information released to the parents is done so after first discussing the intended release with the minor.

## **CONSULTATION**

I consult regularly with other professionals regarding client cases. The purpose of these consultations is to gain additional insight about what may therapeutically benefit clients and their families. During these consultations, unless you have given written consent, your name or other identifying information will not be disclosed.

## **OTHER PSYCHOLOGICAL SERVICES**

I as a counselor and marriage and family therapist am not a physician, therefore I cannot prescribe or provide any drugs or medications or perform any medical procedures. If medical treatment is indicated, you will be encouraged to consult with your primary care provider or a referral list of physicians will be provided. Also, I as a counselor and marriage and family therapist am not a clinical psychologist and therefore cannot complete psychological evaluations. A referral list of psychologists is available in the event these services are requested or required. Infrequently a client's distress remains or becomes so high that hospitalization or the use of medication must be considered. In these cases, alternatives will be discussed and appropriate referrals made.

## **TELEPHONE AND EMERGENCY PROCEDURES**

If there is a need to contact me between sessions, please leave a message in my voice mail (770-240-8375) and your call will be returned as soon as possible. I check my voice mail messages a few times each day.

**Please note I have a telephone device that supports email. My preference is that you leave any information specific to your case, session scheduling and cancellation in my voice mail and not via email.** Protected Health Information will be sent by unencrypted email only if the client is advised of the risk and still requests use of email as a means of transmission. Voice mail messages are checked less frequently on weekends and holidays. When I am out of town, you will be given the number of a back-up clinician to contact. At any time when you are having an emergency you may call **1-800-715-4225** (GA 24-Hour Crisis and Access Line) or **911** or go to a hospital emergency room.

## **PAYMENTS AND INSURANCE REIMBURSEMENT**

Standard fees are charged per 45 minute session (clinical hour), per 20-25 minute session (clinical half hour). Payment is due at the end of each session unless other arrangements are made. If checks are used for

payment, please make them out in advance to **Susan L. W. Miller, MS, LLC** so that the entire session time may be devoted to addressing your concerns. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will be charged at the same rate, unless indicated and agreed otherwise. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies., therefore you are responsible for payment of sessions if your insurance company does not pay any submitted claim. If you choose to submit your own claims, As was indicated in the section "Health Insurance and Confidentiality of Records," be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems that are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

#### **THE PROCESS OF THERAPY AND EVALUATION**

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. You may develop a better understanding of your personal goals and values and how to accomplish them. And, increased intrapersonal maturation may result. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, and so forth, or experiencing anxiety, depression, insomnia, and so forth. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, however may not be limited to, behavioral, cognitive-behavioral, interpersonal, psychodynamic, existential, systemic, developmental or psychoeducational.

#### **DISCUSSION OF TREATMENT PLAN**

It is important for you to be an active participant in your counseling. For example, within a reasonable time following the initiation of counseling, we will identify and discuss a working understanding of your presenting issue and develop a treatment plan and therapeutic objectives specific to this understanding. We will also discuss possible outcomes of suggested interventions. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and your questions and concerns will be clarified. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

#### **TERMINATION**

Termination of counseling may occur at any time and may be initiated by either the client or the therapist. As set forth above, after our initial sessions, I will assess if I can be of benefit to you. I will not accept clients I do not believe I can help. If this occurs, I will give you a number of referrals that you can contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I will discuss this with you and, if appropriate, work with you toward terminating treatment. Again, if this occurs, I will give you a number of referrals that may be of help to you. If a request is made and authorized in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified, and, if I have your written consent, I will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer. Termination, in and of itself, can be a constructive, useful process.

More specifically, the following termination parameters apply: (1) Therapy may be terminated by mutual agreement when (a) Treatment goals have not been met; (b) Contract limits such as the number of allowed visits are reached; (c) Transfer to another provider or service is appropriate; or (d) Other environmental circumstances make it necessary; (2) By client discretion via any of the following actions: (a) Failure to initiate rescheduling within **30** days of a session, a no-show, or a cancellation; (b) No-show (no notice) of more than two scheduled appointments; (c) Cancellation of three consecutive appointments; (3) By therapist discretion when: (a) Circumstances compromise the feasibility or quality of service; (b) Services are not benefiting or may be harming the client; (c) Client conduct is inconsistent with the safety and integrity of

the work (e.g., noncompliant with expectations for fee payment or clinical participation; any form of threatening or fraudulent behavior). In the interest of best service, I recommend that any termination decision be given a 30-day consideration period to allow for at least one closing consultation where the end of therapy is specifically discussed.

**DUAL RELATIONSHIPS**

Generally dual relationships are discouraged in the counseling context. However, not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment, or therapeutic effectiveness. Likewise, therapy is not exploitative in nature. While involved in counseling, there is a possibility you may see someone you know in the waiting room or you may know of other clients I have seen. I will not acknowledge working therapeutically with anyone without his/her written permission.

**CANCELLATION**

Because scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for rescheduling or cancelling an appointment. Unless we reach a different agreement, for sessions missed without such notification, the insurance reimbursement rate will be the client's responsibility. In lieu of being charged, individuals contracted.

**INFORMED CONSENT**

The information contained in the Office Policies and Procedures, the Notice of Privacy Practices and the Fee Agreement Contract signed at the initial session constitute **Informed Consent for Services**. Again, if at any time (prior to or during counseling) you have questions regarding this documentation, contact me at your earliest convenience and I will address your concerns.

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### **HIPAA NOTICE OF PRIVACY PRACTICES**

Notice of Policies and Practices to Protect the Privacy Of Your Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA)

THIS NOTICE DESCRIBES HOW CLINICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION UNDER THE HIPAA LAWS. **PLEASE REVIEW IT CAREFULLY AND CLARIFY ANY QUESTIONS.**

#### **I. Uses and Disclosures for Treatment, Payment and Health Care Operation**

I may use or disclose your **protected health information (PHI)** for treatment, payment and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- **"PHI"** refers to information in your health record that could identify you.
- **"Treatment, Payment and Health Care Operations"** is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider such as a family physician, a psychologist, a psychiatrist or other psychotherapist.
- **"Payment"** is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer (e.g., group health plan, a health maintenance organization, an issuer of a Medicare supplemental policy; Government funded health plans, etc.) to obtain reimbursement for your health care.
- **"Transactions in Electronic Form"** means using electronic media, electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium or transmission media used to exchange information already in electronic storage media. Transmission media include the internet, extranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions including paper, via facsimile, and of voice, via telephone are not considered to be transmissions via electronic media because the information being exchanged did not exist in electronic form before the transmission.
- **"Electronic Transactions"**
  - A request to obtain payment and necessary accompanying information from a health care provider to a health plan, for health care; An inquiry from a health care provider to a health plan or from one health plan to another health plan, to obtain information about a benefit plan for an enrollee and/or a response from a health plan to a health care provider's inquiry regarding one or more of the following: Eligibility to receive health care under the health plan, Coverage of health care under the health plan, Benefits associated with the benefit plan.
  - The referral certification and authorization transaction in any of the following transmissions: A request for the review of health care to obtain an authorization for health care; A request to obtain authorization for referring an individual to another health care provider; A response to a request for the aforementioned.
  - Inquiry to determine the status of a health care claim; The response about the status of a health care claim.
  - The transmission of any of the following from the health plan to a health care provider's financial institution: Payment, Information about the transfer of funds, Payment processing information.
  - The transmission of either of the following from a health plan to a health care provider: Explanation of benefits; Remittance advice.
  - Health plan premium payment transaction of any of the following from the entity that is arranging for the provision of health care or is providing health care coverage payments for an individual to a health plan including Payment; Information about transfer of funds; Detailed remittance information about individuals for whom premiums are being paid; Payment processing information to transmit health care premium payments including any of the following: Payroll deductions, other group premium payments, Associated group premium payment information
  - Coordination of benefits transaction is the transmission from any entity to a health plan for the purpose of determining the relative payment responsibilities for the health plan, of either of the following for health care: Claims; Payment information.
- **"A Health Care Clearing House"** is a "public or private entity...that performs either of the following functions: Processes or facilitates the processing of health information...in a nonstandard format or

containing nonstandard data content into standard data elements or a standard transaction; Provides a standard transaction...and processes or facilitates the processing of health information into nonstandard format or nonstandard data content for the receiving entity”.

- **“Health Care Operations”** are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits, case management and care coordination.
- **“Use”** applies only to activities within my office such as sharing, employing, applying, utilizing, examining and analyzing information that identifies you.
- **“Disclosure”** applies to activities outside of my office such as releasing, transferring or providing access to information about you to other parties.

## **II. Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment or health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “Psychotherapy Notes” are notes I have made about our conversation during an individual, group, joint or family counseling session which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorization at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

## **III. Uses and Disclosures with Neither Consent or Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Address law enforcement and other government requests:** I will share information about you if state or federal laws require it, including for law enforcement purposes or with a law enforcement official; With health oversight agencies for activities authorized by law; For special government functions such as military, national security and presidential protective services (e.g., The Patriot Act: Following the events of September 11, 2001, Congress passed the USA Patriot Act. The purpose of the legislation is to make it easier for law enforcement to act to prevent future acts of terrorism. As part of this new legislation, Section 215 of the Patriot Act authorizes certain FBI agents to request a subpoena from a special court. FBI subpoenas can require access to any requested records, and the subject of the investigation (i.e., the patient) may not be notified. Revealing to clients that their clinical records have been subpoenaed by the FBI is not permitted under section 215 and could result in serious penalties) and with the Department of Health and Human Services if it wants to see that I’m complying with federal privacy law.
- **Serious Threat to Health or Safety.** If I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.
- **Child Abuse.** If I have reasonable cause to believe that a child has been abused, I must report that belief to the appropriate authority.
- **Adult and Domestic Abuse.** If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report that belief to the appropriate authority.
- **Health Oversight.** If I am the subject of an inquiry by the Georgia Composite Board of Professional Counselors, Social Workers and Marriage and Family Therapists, I may be required to disclose protected health information regarding you in proceedings before the Board.
- **Judicial, Licensing Board, Administrative Proceedings.** If you are involved in a court proceeding and a request is made about professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information without your written consent or under a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation or testimony is court ordered. If court proceedings or a complaint against me to a state licensing board is initiated by you, I can release information from your record to defend myself. PHI and psychotherapy notes may be released in response to a complaint filed against me. You will be informed in advance in these cases.
- **Worker’s Compensation.** I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker’s compensation or other similar

programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

#### **IV. Client's Rights**

- **Right to Request Restrictions.** You have the right to request restrictions on certain uses and disclosures of protected health information for treatment, payment or my operations. However, I am not required to agree to a restriction you request if the request affects your care. If you pay for a service or health care item out-of-pocket in full, you can ask me not to share that information for the purpose of payment or my operations with your health insurer. I will say "yes" unless a law requires me to share that information.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations.** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send mailings to another address. Or, you may not want me to leave messages for you on your home answering machine. In this case it is important you provide me with an alternative way of contacting you.)
- **Right to Inspect and Copy.** You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you as long as the PHI is maintained in the record. You can ask to see or get any electronic copies of your records (if records are electronically maintained.) I will provide a copy or a summary of your health information, usually within 30 days of your request. I may charge a reasonable, cost-based fee. An appointment will be scheduled to review these records in my presence so that any issues can be discussed. Normal hourly and/or copying charges will apply. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- **Right to Amend.** You have the right to request an amendment of PHI for information you think is incorrect or incomplete for as long as the PHI is maintained in the record. I may deny your request. Any denial will be given to you in writing within 60 days of your request. Upon your request, I will discuss with you the details of the amendment process.
- **Right to Accounting.** You generally have the right to receive an accounting of disclosures of PHI. You can ask for a list (accounting) of the times I've shared your health information for six years prior to the date you ask, who I shared it with, and why. I will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked me to make). I'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months. On your request, I will discuss with you the details of the accounting process.
- **Right to a Paper Copy.** You have the right to obtain a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. At your request, I will promptly provide you with a paper copy.
- **For certain health information, you can tell me your choices about what I share.** If you have a clear preference for how I share your information in these situations, talk to me. Tell me what you want me to do, and I will follow your instructions. In these cases, you have both the right and choice to tell me to: Share information with your family, close friends or others involved in your care; Share information in a disaster relief situation; I will not include your information in a hospital directory; I will not contact you for fundraising efforts and without your written consent, your information will not be shared for marketing purposes. ; If you are not able to tell me your preference, for example if you are unconscious, I may go ahead and share your information if I believe it is in your best interest. I may also share your information when needed to lessen a serious and imminent threat to health or safety.
- **Choice of someone to act for you.** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. I will make sure the person has the authority and can act for you before I take any action.

#### **V. LPC/LMFT Responsibilities:**

##### **PHI is typically used or shared in the following ways:**

- **Treatment:** I can use your health information and share it with other professionals who are treating you. Example: A doctor treating you asks for a summary of your behavioral health services. Except in emergency cases, I will ask you to complete an authorization to share information with doctors and other providers. Substance abuse treatment records will not be shared without your written permission.

- **Run my organization:** I can use and share your health information to run my practice, improve your care and contact you when necessary. Example: I use health information about you to manage your treatment and services.
- **Via electronic transmission:** To determine eligibility or coverage from health plans, employee assistance programs, etc.; to Receive authorization for treatment; to Bill and receive payment for your services.
- **Complete research:** With your permission, I can share your information for health research.
- **Comment regarding Email Communications:** Transmission security will be considered when using email for communication of PHI. PHI is sent by unencrypted email only if the client is advised of the risk and still requests use of email as a means of transmission.

#### **VI. Complaints**

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me at 770-240-8375 or via my mailing address at P. O. Box 500725, Atlanta, GA 31150-0725. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, DC 20201, calling 1-877-696-6775 or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). I will not retaliate against you for filing a complaint.

I am required by law to maintain the privacy and security of your protected health information. **I will let you know promptly if a breach (i.e., the improper "acquisition, access, use or disclosure of PHI...which compromises the security or privacy of the PHO") occurs that may have compromised the privacy or security of your information.** In these circumstances, I am required to perform a risk assessment, mitigate breaches to the best of my ability, and if required report breaches to the federal government and in some cases the media.

I must follow the duties and privacy practices described in this notice. As stated above, it is my responsibility to provide you with a notice of my legal duties and privacy practices with respect to PHI. I will not use or share your information other than as described here without your written permission. If you have given me written permission, you can withdraw this information by letting me know in writing. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html); [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

**Changes to the Terms of this notice:** If I revise my policies and procedures, I will discuss the changes with you and will provide you with a copy of the revisions. The new notice will be available upon your request in my office and on my website.

**Effective Date:** This notice is effective as of October 14, 2013.