

# find yourself. & be that

Find Yourself Be That LLC  
657-235-2656 • [www.FindYourselfBeThat.com](http://www.FindYourselfBeThat.com)

## WELCOME!

I provide high quality confidential counseling, coaching, consulting, education, and mind/body relaxation designed to help individuals and couples achieve their personal and professional goals. My services and programs aim to cultivate self-awareness, interpersonal skills and well-being using techniques stemming from evidence-based therapeutic approaches. Please see my website for more information about my specific trainings and preferred therapeutic approaches. **This document will provide you with important information about my services. Please read all of the information carefully and sign the intake forms associated with these policies.**

## GENERAL INFORMATION

### Contacting Me

I am generally reachable by email and phone. When you call me, you may need to leave a message in a voice mailbox. I generally check for messages Monday through Friday between 9 AM and 5 PM. I do not check for messages after 5 PM or on weekends. If you leave a message, please leave details and where and when I can reach you. I will let you know in advance when I plan to be absent from the office. My scheduled absences are also indicated on my email away message.

### Medical Conditions

If you have received a formal diagnosis from a medical or mental health care practitioner, and are seeking counseling to help you recover from that condition, I can obtain a written referral from your doctor and incorporate their recommendations so that I can help them help you in getting the best possible results from the treatment they are giving you, and to help you obtain the fastest, most comfortable recovery experience possible.

### What are your responsibilities as the client?

I believe that counseling is most effective when the client and counselor collaborate on resolving the client's concerns. This process includes a willingness to challenge yourself to think about issues in new ways, be honest with yourself and your counselor and follow through, to the best of your ability, on tasks and goals discussed in session.

### Are there any risks?

It is possible that during the session you might experience uncomfortable or painful feelings. However, counseling has been demonstrated to have many benefits and clients often report significant improvements in the problems for which they sought help.

## OFFICE POLICIES

## **Snow/Inclement Weather Policy**

Your safety is my priority.

If we are scheduled to meet in person and there is inclement weather and you do not feel safe driving, you may call your me directly at 657-235-2656 to change your session to a phone or online session. If you choose to cancel, cancellation charges may apply.

If I choose to close the office I will call you as soon as possible.

During the winter season, I can offer more varied appointment times to allow for rescheduling options. Have a safe season!

### **In the event of a crisis or emergency, call 911, crisis, or go directly to your local emergency room:**

National Crisis Line/Lifeline, 800-273-8255

Trans Crisis Lifeline, 877-565-8860

Northampton County Crisis Intervention, 610-252-9060

Lehigh County Crisis Intervention, 610-782-3127

St. Luke's Hospital, 801 Ostrum Street, Bethlehem, 610-954-4500

St. Luke's Hospital, 1736 West Hamilton Street, Allentown, 610-628-8383

Lehigh Valley Hospital, Muhlenberg, 2545 Schoenersville Road, Bethlehem, 484-884-2200

Lehigh Valley Hospital, Cedar Crest and I-78, Allentown, 610-402-8111

Easton Hospital, 250 South 21<sup>st</sup> Street, Easton, 610-250-4002

## **Emergency Procedures Specific to Telehealth Services**

There are additional procedures that we need to have in place specific to Telehealth services. These are for your safety in case of an emergency and are as follows:

1. You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and Telehealth services are not appropriate.
2. I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please enter this person's name and contact information on your intake paperwork.
3. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or I determine necessary, the ECP agrees to take you to a hospital. Your signature on the intake paperwork indicates that you understand I will only contact this individual in the extreme circumstances stated above.
4. You agree to provide me with the address of your current location if requested. You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency.

## **What is meant by confidentiality?**

All of the information about your contacts with a counselor is confidential with the following exceptions:

- In situations involving danger or risk to yourself or to specifically identified others, child abuse or dependent adult abuse, your counselor is required to contact other people in order to protect you or others. Such individuals could include a spouse, parents or guardians, medical and mental health professionals, police and public safety officials.

- In certain legal situations, including court order, your counselor is required to disclose information as necessary to comply with the law in that situation.
- There have been instances where therapy records have been subpoenaed into court. I make every attempt not to release your records, but in the instance of a court ordered subpoena, I would be held in contempt of court if I did not provide the records and/or opinion to the court.
- In the case that you are using your insurance for my counseling services, your diagnosis and dates of services must be shared as requested by your insurance company to collect payments.
- In the case where you sign a release of information.

*If a situation occurs where I must decide that it is necessary to contact a third party, I will make every effort to fully discuss the reasons for the disclosure and will limit the information that is revealed to what is necessary in my professional judgment.* If you would like to release information about your contacts with me to another person, such as a medical professional, I will ask you to sign a consent form. Please be advised that once this information is released, I cannot guarantee that it will remain confidential.

I, like other clinical counselors, share confidentiality privileges during supervision with other counselors. This means that during peer supervision, I may share your story with other licensed medical professionals in an effort to gain helpful insights, resources, and recommendations to add to your treatment program. All counselors are under contract to maintain your confidentiality with the highest standards of care.

### **Special Circumstances in the Treatment of Your Child(ren):**

When children receive mental health services, the consent from both parents and/or all legal guardians must be obtained and information shared equally. If your child is 14 years of age or older, Pennsylvania law provides that they may sign and manage their own mental health treatment. I encourage teenagers to be in full communication with parents for an optimum outcome. It is my policy not to converse with parents or guardians without the express Authorization of Release executed by the teen. Further, it is my policy not to discuss the teen with anyone, except if stipulated in the authorization, unless they are present and part of the conversation. Emergency situations of imminent danger to self or others trump this policy and parents may seek assistance without the teen's consent under those conditions. Please follow the emergency procedures discussed elsewhere in this handbook.

### **Treatment Plans:**

A treatment plan will be developed with you during your intake interview, or during your second session. If you continue to be seen over an extended period of time, it will be reviewed and updated at least once every four months.

### **Medications:**

Some problems are best treated through the use of medication. I am not a physician and, if medication is needed, it must be prescribed for you by any licensed physician of your choice. They will describe to you what medication is being recommended, why that medication was chosen, what benefits you can expect from the medication, and how quickly you can expect to see the changes. The physician will also describe for you any possible side effects of that medication. Be sure that you understand how much medication you should take, when you should be taking it, and any precautions, which the physician may give you. If you have any questions about medication, be sure to ask your doctor.

## **Client Responsibilities**

Most of this pamphlet talks about my responsibilities in serving you. I do, however, have a few things that I ask of you. You are expected:

- To help develop your treatment plan and goals and to participate actively in all services which you receive;
- To work toward your goals, in cooperation with me, and help decide when your goals have been reached;
- To pay for the services you receive on a regular basis and inform me immediately if you have a change in insurance or in income (if you are on a sliding-fee discount);
- To inform me when you cannot keep a scheduled appointment and to reschedule the appointment twenty-four hours in advance whenever possible;
- To attend our meetings sober and not under the influence of drugs, alcohol, or other mind-altering substances;
- To maintain confidentiality about others you may meet while coming to my office.

Any violation of the above terms may be grounds for discharge from treatment.

## **Complaints**

If you have a complaint about the services you receive from any counselor, please tell me. Discussing the matter directly with me as soon as possible will help us quickly resolve the situation. All complaints and actions taken will be clearly documented in your treatment record.

## **Policy Against Discrimination**

In accordance with Federal and State civil rights laws and regulations, you have the right to be provided services by me and be referred for services at other facilities without regard to your race, color, religious creed, handicap, ancestry, national origin, age, sex, gender, or sexual orientation. If you feel that you have been discriminated against you may file a complaint with any of the following offices:

Bureau of Civil Rights Compliance, Dept of Public Welfare

Room 412 Health & Welfare Building, P.O. Box 2675, Harrisburg, PA 17105

PA Human Relations Committee

101 South Second Street, Suite 300, Harrisburg, PA 17105

## Financial Information and Policies

It is my intention and duty to be clear with you about our financial arrangements in addition to our treatment work together. Please review this information carefully and contact me with any questions.

Most counseling sessions are approximately sixty (60) minutes. Full payment is expected at the time of service. I accept payments using cash, check, or credit cards. I also accept some payments through online services including Venmo, Cashapp, and Paypal.

I do not accept insurance payments; I am not considered "in-network" with insurance companies. Some insurance companies will cover a portion of your care with submission of a "superbill" or receipt from out-of-network providers. Ultimately, it is the client's responsibility to be sure that insurance coverage will be valid with the health provider who is treating the client. That is, the Client is immediately responsible for the fee at the time of service. It is a client's responsibility to understand their insurance plan and benefits. Find Yourself Be That LLC does not verify any insurance plans or benefits on behalf of you, the client. Therefore, Find Yourself Be That LLC cannot guarantee that you will receive any reimbursement, in any amount, from your insurance provider.

A valid credit card is required to be kept on file at all times. Your credit card may be used for regular fulfillment of your financial obligations with our practice, or if you prefer, you can use a different form of payment at the time of service. The credit card on file will be charged for the full amount of your session if you fail to cancel your session >24 hours in advance or do not show up for your scheduled session. More information on this will be provided below.

Please note that I charge a fee of \$35 for any returned check to cover bank charges and administrative costs related to returned checks.

I appreciate that your time is valuable. In consideration of your time, that of other clients, as well as my time, will do my best to begin and end each session as scheduled. Most appointments are scheduled during daytime office hours. Some evening and weekend hours are available for those who cannot attend appointments during regular daytime hours. I will make every effort to see you promptly at your appointment time. Sometimes, however, emergencies arise and schedules must be delayed. I trust you will understand those occasional delays.

My counseling cash fee rates are as follows. A sliding scale may be applied upon request.

Individual Counseling - \$140/60 mins

Couple's and Family Counseling - \$175/60 mins or \$225/90 mins

Find Yourself Be That LLC reviews its fee structure annually. In January of each year, a price adjustment in the amount of \$5 is to be applied to raise the cash fee of services.

## Cancellation Policy

I will notify you at least 24 hours in advance if I have to cancel and reschedule a session for a non-emergency reason. In any other situation, I will make every effort to reach you before you leave your home or work. Likewise, if you cannot keep a scheduled appointment, you should call or email me to cancel/reschedule the appointment as early as you possibly can. Please give me a 24-hour notice whenever possible. Advance warning will allow me to utilize the time for other clients.

Our policy for short-notice cancellation (SNC) and “no show” situations is as follows:

- 1) First SNC or “no show” – I will contact you to discuss the reason for the missed appointment, to discuss interest in further treatment, and to reschedule if you want to continue. There will also be a **50% charge for the missed session.**
- 2) Second SNC or “no show” - I will contact you to discuss the reason for the missed appointment, to discuss interest in further treatment, and to reschedule if you want to continue. There will also be a **full-fee charge for the missed session at my hourly rate.**
- 3) Third SNC or “no show” – At this point I may decide to discharge you or refer you to an alternate provider of your choice. Before doing so, I will again contact you to discuss the reason for the missed appointment, to discuss interest in further treatment, and to reschedule if you want to continue. There will be a **full-fee charge at my current hourly rate for this missed session** and any others that follow.

## Good Faith Estimate for Health Care Items & Services

It is often prudent to understand the financial responsibilities of engaging with any healthcare provider. Therefore, I am outlining common procedures below:

### Common Services and Service Codes used at Find Yourself Be That LLC

90791 - Therapy intake session

90837 - 60 minute psychotherapy session

90847 - 60 minute family or couple's therapy session

### Common Diagnosis Codes used at Find Yourself Be That LLC

F4323 - Adjustment disorder with mixed anxiety and depressed mood

F411 - Generalized anxiety disorder

F4312 - Post-traumatic stress disorder, chronic

At Find Yourself Be That LLC, we do not typically diagnose clients unless we believe a specific diagnosis to be accurate after evaluation and, after consultation with the client, we believe that having a mental health diagnosis is likely in the client's best interest. A reason for receiving a diagnosis code might be to seek reimbursement from insurance, or to receive therapy, medication management, or similar care from another provider. Please speak to us if you have any questions or concerns.

### Length of Therapy

It is often difficult to provide an estimate on how long the therapeutic process will span for, or how often sessions will be attended. It will depend on many factors including your schedule and life circumstances, therapist availability, ongoing life challenges, and the nature of your specific challenges and how you address them. You and your therapist will continually assess the appropriate frequency of therapy and will work together to determine when your goals have been met and you are ready for discharge.

If you plan to attend individual therapy weekly for a year's time, for an hour each week, and knowing our fee is \$140 for an hour's work, you are able to estimate your reasonable therapy costs in the following manner:

$\$140 \times 52 \text{ weeks} = \$7,280$

Likewise, if you plan to attend weekly couple's or family counseling sessions for a year's time, for an hour each week, you may estimate your reasonable therapy costs in the same manner:

$\$175 \times 52 \text{ weeks} = \$9,100$

Please note that this estimate does not account for unknown or unexpected costs that may arise over the course of treatment, including changes in scheduling, meeting frequency, or duration.

**It is my intention to not burden clients with surprise medical bills. Our work together constitutes an ongoing agreement both therapeutically and financially, which my clients can excise themselves from at any time.** If you are billed more than what amount is outlined in this packet, you have the right to dispute this bill. Please contact me if this is the case.

You are also welcome to visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) for more information on this Good Faith Estimate.

## Legal Policy

If you anticipate becoming involved in a court case, it is recommended that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

Fees Include:

1. Preparation time (including submission of records): \$225/hour (no less than one hour)
2. Phone calls or emails with your attorney, the attorney's office personnel, or the court: \$225/hour (minimum one hour will be charged for each contact regardless of time actually spent)
3. Time away from office due to depositions/testimony (including on call time): \$225/hour (no less than one hour)
4. Time required to provide in person testimony (this includes wait time prior to the hearing and will be charge whether testimony is given or not): \$350/hour
5. Mileage: federal or state rate subject to change annually (travel to and from will be charged)
6. Any expenses such as parking, meals, accommodations, or snacks/drinks
7. All attorney fees and costs incurred by the counselor as a result of the legal action
8. Each court documentation request: \$100

If a subpoena or notice to meet with an attorney(s) is received without a 48-hour notice, there will be an additional \$250 "express" charge. If the case is reset or settled outside of court with less than two business days' notice, you will be charged a non-refundable \$500. All fees are doubled if the counselor had scheduled plans to go out of town that must be rescheduled. If records are requested by a lawyer, a request must be made, release must be completed, and fees paid in full to be sent.

If the clinician is subpoenaed by any attorney, on the day the counselor receives the subpoena, the client will be charged a non-refundable \$1500 retainer fee in addition to the above listed fees. All legal fees are non-refundable even if the case does not go to court. If the case does go to court, the above fees apply and must be paid within three business days of the clinician's court appearance, or all legal fees are doubled. Fees are non-refundable and not covered by insurance. Court fees will be charged to the credit/debit card listed on file in addition to a 4% processing and transaction fee unless payment arrangements are made prior to court. An invoice will be sent by email.

Clients are discouraged from having Find Yourself Be That LLC subpoenaed due to the privileged information that clients share during their therapy. Even though you are responsible for the testimony fee, it does not mean that any testimony will be solely in your favor. Your clinician can only testify to the facts of the case and to a professional opinion, if applicable.



## **Social Media Policy**

This document outlines office policies related to use of Social Media. Please read it to understand how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between you and I on the Internet.

If you have any questions about anything within this document, I encourage you to bring them up when you meet with me. As new technology develops and the Internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

### **Friending**

I do NOT accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when you meet with me.

### **Interacting**

Please do not use messaging on Social Networking sites such as Facebook or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/counselor relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you need to contact me between sessions, the best way to do so is by phone.

### **Use of Search Engines**

It is NOT a regular part of my practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments or phone) there might be an instance in which using a search engine (to find you or find someone close to you) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you at your next session.

### **Business Review Sites**

You may find my psychology practice on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client.

The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence."

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously

as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a possibility that I may never see it. If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in counseling with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and our Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that provide counseling to you or how you feel about the treatment I provided to you, in any forum of your choosing. If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can always contact the Board of Psychology, which oversees licensing, and they will review the services I have provided.

State Board of Psychology

P.O. Box 2649, Harrisburg, PA 17105-2649

Phone - (717) 783-7155

Fax - (717) 787-7769

ST-PSYCHOLOGY@pa.gov

### **Location-Based Services**

If you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally “checking in” from my office or if you have a passive LBS app enabled on your phone.

### **Email and Text Messaging**

I prefer using email and text messaging only to arrange or modify appointments or to exchange forms or resources. Please do not email or text message me content related to your therapy sessions, as these are not completely secure or confidential. If you choose to communicate with me by email or text message, be aware that all emails are retained in the logs of your and our Internet service providers and all text messages are retained in the logs of the cellular telephone provider. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider or the phone company. You should also know that any emails and/or text messages I receive from you and any responses that I send to you become a part of your legal record.

### **Conclusion**

Thank you for taking the time to review my Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to my attention so that we can discuss them. Please keep this policy for your records and sign the following page acknowledging you have read and understand this policy in its entirety.

© Keely Kolmes, Psy.D. – Social Media Policy – 4/26/10

Modified by: Christine Haasz, Psy.D. – 5/26/14, Alexandra Milspaw, Ph.D. 5/28/14, & Sara Edwards M.Ed. 1/17/20

This work is licensed under the Creative Commons Attribution-Noncommercial-Share Alike 3.0 United States License.

To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-sa/3.0/us/>  
or send a letter to Creative Commons, 171 Second Street, Suite 300, San Francisco, California, 94105, USA.

## **NOTICE OF PRIVACY PRACTICES**

### **Health Insurance Portability & Accountability Act of 1996**

HIPAA regulations require me to notify you about the process I use for release of information, with or without your consent. I will discuss this with you during our initial intake interview. In addition, this notice describes some other ways medical information about you may be used and disclosed, including how you can get access to the information. Please review this information carefully.

#### **How I use and disclose your health information:**

If you receive services from me, I may use your protected health information (PHI) and disclose it to others to:

1. Communicate with health care or other professionals who may be involved in your care in emergency situations, including describing the care you receive, in order to plan for and provide you with continuity of care and treatment;
2. Obtain reimbursement from private insurers or other governmental programs;
3. Verify that services billed were actually provided;
4. Respond to court orders requiring the release of information.

I will not use or disclose your PHI except as described in this notice, or otherwise authorized by law.

#### **Limits on Confidentiality**

The law protects the privacy of all communication between a client and a provider. In most situations, the provider can only release information about your treatment to others if you sign a written authorization or consent form that meets certain legal requirements imposed by HIPAA. There are some situations where a provider is permitted or required to disclose information without either your consent or authorization. If such a situation arises, the provider will limit the disclosure to what is necessary. Reasons the provider may have to release your information without authorization:

1. If you are involved in a court proceeding and a court order signed by a judge is received by the provider and/or Find Yourself Be That LLC, PHI may need to be disclosed. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, the provider and/or Find Yourself Be That LLC may be required to disclose PHI.
3. If a client files a complaint or lawsuit against a provider and/or Find Yourself Be That LLC, information regarding that client may need to be disclosed in order to defend the case.
4. If a client files a worker's compensation claim, Find Yourself Be That LLC must, upon appropriate request, submit treatment reports to the appropriate parties, including the client's employer, the insurance carrier or an authorized qualified rehabilitation provider.

Find Yourself Be That LLC may disclose the minimum necessary health information to business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. All business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

There are some situations in which a provider is legally obligated to take actions, which are necessary to attempt to protect others from harm, and may require the disclosure of information about a patient's treatment. These situations include:

1. If the provider becomes aware of, or has reason to suspect, that any identifiable child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that a CHILDLINE referral be filed. Once such a report is filed, the provider may be required to provide additional information.
2. If a provider becomes aware of, or has reasonable cause to suspect, that any vulnerable adult has been abused, neglected, or exploited, the law requires that the provider file a report with the Elder Abuse Hotline. Once such a report is filed, the provider may be required to provide additional information.
3. If a provider believes that there is a clear and immediate probability of suicidal or homicidal threat and/or physical harm to the client, to other individuals, or to society, the provider may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.

**Your health information rights:**

In accordance with applicable Federal, State, and Local statutes, you have the right to:

1. Request a restriction on certain uses and disclosures of your PHI and obtain a paper copy of this Notice of Privacy Practices upon request;
2. Inspect and copy your PHI in accordance with more stringent Federal, State, and Local regulations;
3. Request amendments to your PHI;
4. Obtain an accounting of disclosures of your PHI;
5. Release your PHI with your written authorization and consent;
6. Request communications of your PHI by alternative means or at an alternative address;
7. Revoke your consent to use or disclose PHI to the extent that it has not already been relied upon;
8. Choose to decide not to receive services with Find Yourself Be That LLC, in which case I will provide you with names of other qualified professionals.

**My Duties:**

I have a duty to:

1. Maintain the privacy of your PHI;
2. Provide you with a notice as to my legal duties and privacy practices with respect to PHI I collect and maintain about you;
3. Abide by the terms of this notice;
4. Notify you if I am unable to agree to a requested restriction;
5. Accommodate reasonable requests you may have to communicate health information by alternative means or at an alternative address;
6. Provide an accounting of disclosures of your PHI.

I may change privacy practices and make the new privacy practices effective for all PHI I maintain. Should my privacy practices change, I will make such a change available to you at your next session.

**For more information or to report a problem:**

If you have questions and would like additional information, you may contact me. If you believe your privacy rights have been violated, you can file a complaint with the Secretary of the United States Department of Health or Human Services at:

Region III, Office for Civil Rights

US Department of Health and Human Services

150 S. Independence Mall West

Suite 372, Public Ledger Building

Philadelphia, PA 19106

Main Line (215) 861-4441, Hotline (800) 368-1019, Fax (215) 861-4431

TDD (215) 861-4440

[www.exscribe.com/wecomply](http://www.exscribe.com/wecomply)

There will be no retaliation for filing a complaint.

**How I may use and share your information for treatment, payment, healthcare operations:**

I will use your health information for treatment.

For example: As part of your treatment, I will, with your written consent, share your information with your family doctor and/or physician who refer you to us.

I will use your health information for record keeping purposes.

For example: As a part of your treatment, I will keep up-to-date "psychotherapy notes" documenting our meetings, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is: For my use in treating

you; For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy; For my use in defending myself in legal proceedings instituted by you; For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA; Required by law and the use or disclosure is limited to the requirements of such law; Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes; Required by a coroner who is performing duties authorized by law; Required to help avert a serious threat to the health and safety of others.

I will use your mental health information for payment.

For example: I may need to inform your health plan about diagnosis codes or treatments or procedures you had so that your health plan can pay me or reimburse you. I may let your health plan know about treatment you are going to receive. I may do that to get an approval or to see if your plan covers treatment.

I will use your mental health information for regular health operations.

For example: I may use information to evaluate treatment and services I give to you, monitor and improve client care, license staff to care for clients, prepare for state and federal inspections or for accreditation review, manage healthcare operations, and improve healthcare services. For review and learning purposes, your information may also be shared with practitioners, staff, or students.

Business Associates: I may provide your information to other persons or organizations, known as business associates, who provide services to me under a contract. I require my business associates to protect the confidentiality of the information I provide them.

Health related benefits: I may use and/or share information to inform you of health related benefits or services that may interest you.

Coroners, medical examiners, and funeral directors: I may release information to a coroner or medical examiner. This may be needed, for example, to identify a deceased person or to figure out the cause of death. I may also release information to funeral directors, as necessary so they can carry out their duties.

Treatment Alternative: I may use and/or share information with others within the office to recommend treatment options or alternatives that may benefit you.

Law enforcement: I may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena. I may disclose PHI for health oversight activities, including audits and investigations. I may disclose PHI for judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so. I may disclose PHI for law enforcement purposes, including reporting crimes occurring on my premises.

Public Health: As required by law, I may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability, and reporting suspected child abuse or neglect, or domestic violence. I may disclose PHI for research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.

Military and Veterans: If you are a member of the armed forces, I will share information as required by military command authorities. Also, I may share information about foreign military personnel with the appropriate foreign military authority.

Workers' Compensation: I will share information with workers' compensation or similar programs that provide benefits for work-related injuries or illness in order to comply with workers' compensation laws.