

4Thought Counseling, LLC

Client Bill of Rights and HIPPA Information

You have the right to:

- Get respectful treatment that will be helpful to you.
- Have a safe treatment setting, free from sexual, physical, and emotional abuse.
- Report immoral and illegal behavior by a therapist.
- Ask for and get information about the therapist's qualifications, including his or her license, education, training, experience, membership in professional groups, special areas of practice, and limits on practice.
- Have written information, before entering therapy, about fees, method of payment, insurance coverage, number of sessions the therapist thinks will be needed, substitute therapists (in cases of vacation and emergencies), and cancellation policies.
- Refuse audio or video recording of sessions (but you may ask for it if you wish).
- Refuse to answer any question or give any information you choose not to answer or give.
- Know if your therapist will discuss your case with others (for instance, supervisors, consultants, or students).
- Ask that the therapist inform you of your progress.

Client–Therapist Contact: Proper and Improper Conduct

This brochure has been written to help you understand what is proper and improper conduct for a therapist, and what responses are available to you as a consumer. It may raise issues that you have not considered before. However, if you are well informed, you will be better able to make sure your needs get met in therapy.

Although almost all therapists are ethical people (that is, moral and law-abiding people) who care about their clients and follow professional rules and standards in their practice, there are a very few who do not consider what is best for their clients and who behave unethically. These issues apply to any mental health worker: psychologists, psychiatrists, social workers, counselors, clergy, nurses, or marriage and family therapists.

Therapist Behaviors That May Not Be OK There will be times in your therapy when it might be important, even if it is very uncomfortable for you and your therapist, to discuss your feelings and concerns about sex. In fact, such discussions may be needed if you are to benefit from your therapy. **However, sexual contact is never a proper part of any sex education or sex therapy.**

Many caring therapists sometimes show their feelings through touch. These forms of physical contact in therapy, such as a handshake, a pat on the back, or a comforting hug, may not concern you. But you are the best judge of the effects that any touching may have on you. If your therapist engages in any type of physical contact that you do not want, tell him or her to stop, and explain how you feel about that contact. A responsible therapist will want to know about your feelings and will respect your feelings without challenging you.

If your therapist makes sexual comments or touches you in a way that seems sexual to you, you are likely to feel discomfort. Trust your feelings. Do not assume that your therapist must be right if it feels wrong to you.

There are warning signs that a therapist may be moving toward sexual contact with you. The therapist may start talking a lot about his or her own personal problems, giving you gifts, writing letters to you that are not about your therapy, or dwelling on the personal nature of your relationship. Or the therapist may create the idea that he or she is your only source of help by criticizing you for standing up for yourself, or by telling you how to behave with a sexual partner. A red flag should definitely go up if your therapist discusses his or her own sexual activities or sexual attraction to you. Other signs include making remarks intended to arouse sexual feelings, or forms of physical seduction, such as sexual touching.

Attraction to Your Therapist It is normal for people in therapy to develop positive feelings, such as love or affection, toward a therapist who gives them support and caring. These feelings can be strong and may sometimes take the form of sexual attraction. It can be helpful to discuss these feelings with your therapist in order to understand them. A caring, ethical therapist would

never take advantage of your feelings by suggesting sexual contact in therapy or by ending therapy to have a romantic relationship with you.

Though sexual feelings sometimes occur, and discussion about them is often useful, sexual contact with your therapist cannot be helpful. Sexual contact in therapy has been found to be harmful to the client in many ways, including damaging the client's ability to trust. The harmful effects may be immediate, or they may not be felt until later. For this reason, sexual contact with clients is clearly against the rules of all professional groups of mental health workers (psychologists, psychiatrists, social workers, counselors, and so on).

Actions You Can Take If You Believe That Your Therapist's Actions Are Not OK

Any time you feel uncomfortable about a part of your therapy, including therapist behavior that you think is improper, consider discussing this with your therapist. Your therapist should not try to make you feel guilty or stupid for asking questions, and your therapist should not try to frighten, pressure, or threaten you. If your therapist will not discuss your concerns openly or continues to behave in ways that are not OK with you, you probably have reason to be concerned.

When a discussion with your therapist about these behaviors does not help, you have the right to take some further action. You may wish to find another therapist and/or file any of several types of complaints. It is important for you to make the final decision about what course of action is best for your concerns and needs.

It may be very hard for you to think about making any kind of complaint against your therapist. You may worry that he or she will eventually find out about your complaint and be angry or hurt about it. You may also be concerned about possible harm to your therapist. There are several points to consider when you are trying to decide what is the best thing to do:

- Sexual contact between a therapist and a client is never a proper form of treatment for any problem. A therapist who suggests or engages in sexual contact in therapy is showing a lack of concern for you.
- Sexual contact in therapy is never your fault. Regardless of the particular things that have happened, you have placed your trust in the therapist, and it is his or her duty not to take advantage of that trust. If the therapist does this, you have been betrayed.
- A therapist who engages in sexual contact with a client is likely to do so more than once and with more than one client. If no one reports this behavior, other people may be harmed by the same therapist.

Specific Courses of Action

Remember that you have the right to stop therapy whenever you choose. At the same time, you may also wish to make some type of complaint against the therapist who has acted improperly.

If you choose to make a complaint against your therapist, the process may become long and difficult. Other clients taking such action have felt overwhelmed, angry, and discouraged. It is very important that you have support from people you can depend upon. Good sources of support might be family members, friends, support groups, a new therapist, or some type of advocate. Identifying and using good sources of support will help you feel more secure about the plan of action you have chosen.

You may wish to see another therapist to help you continue with your therapy, including dealing with problems resulting from the experience with the unethical therapist. It would not be unusual for you to have confusing thoughts and feelings about your experience and your previous therapist. It would also be understandable if you felt frightened about seeking, or had difficulty trusting, a new therapist.

You may also want an advocate to actively help you in making and pursuing plans. Try to locate a mental health worker who has had experience with other clients who have been victims of therapist sexual misconduct. He or she will be able to understand your situation, provide you with important information, and support you in your choice of action.

You may want to contact the state and/or national professional group to which your therapist belongs. For example, many practicing psychologists are members of this state's Psychological Association and the American Psychological Association. These organizations have specific rules against sexual contact with clients, and each has an ethics committee that hears complaints. State and national professional associations do not license their members to practice psychotherapy; however, they can punish an unethical therapist, sometimes by expelling that person from membership in the organization. Such an action may make it more difficult for the therapist to get or keep a license to practice.

If your therapist is a licensed professional, you may want to contact this state's licensing board of the profession to which your

therapist belongs. It has the power to take away or suspend the license of a professional found guilty of sexual misconduct.

Another option is to file a civil suit for malpractice, which would be done through a lawyer. To get a referral to an advocate or therapist experienced in working with victims of sexual misconduct, or to obtain information on filing a complaint, call or write to this state's professional organization.

Here are the addresses of some of the organizations mentioned above:

American Counseling Association
5999 Stevenson Avenue
Alexandria, VA 22304
800-347-6647
www.counseling.org

American Psychological Association
750 First Street, N.E.
Washington, DC 20002-4242
800-374-2721
www.apa.org

There are groups in many communities to help victims of sexual abuse, and you can usually find them through the telephone book's "Human Services" section.

Information You Have a Right to Know

When you come for therapy, you are buying a service. Therefore, you need good information to make the best decision. Below are some questions you might want to ask me. You can ask me any of these questions, and I will give you the best answers I can. If my answers are not clear or not complete enough, please ask me again.

1. Tell me about yourself.
 - a. What are your credentials?
 - b. What are the advantages and limitations of your credentials?
 - c. What is your training and experience? Are you licensed by the state? Supervised? Board certified?
 - d. What is the name of your kind of therapy?
 - e. How did you learn how to do this therapy? Where?
2. Tell me about therapy.
 - a. How does your kind of therapy work?
 - b. What percentage of clients improve? In what ways? How do you know?
 - c. What percentage of clients gets worse? How do you know?
 - d. Are there negatives or possible risks in this therapy?
 - e. About how long will it take?
 - f. What should I do if I feel therapy isn't working?
 - g. Is there someone I can talk to if I have a problem or a complaint about therapy, which we can't work out?
 - h. Do you follow a therapy manual with planned steps?
3. Tell me about other kinds of therapy and help.
 - a. What other types of therapy or help are there?
 - b. How does your kind of therapy compare with other kinds of therapy?
 - c. How often do they work? How do you know?
 - d. What are the risks and benefits of these other approaches?
 - e. What are the risks and benefits of no therapy?
 - f. Do you prescribe medication? Do you work with others who do?
4. Tell me about appointments
 - a. How do we arrange appointments?
 - b. How often to we meet?
 - c. How long are sessions? Do I have to pay more for longer ones?
 - d. How can I reach you in an emergency?

- e. If you are not available, is there someone I can talk to?
 - f. What happens if the weather is bad, or I'm sick?
5. Tell me about confidentiality
- a. What kind of records do you keep?
 - b. Who can see them?
 - c. When do you have to tell others about the things we discuss?
 - d. Can members of my family, or the group if I am in group therapy, see my records?
 - e. What do the laws and government regulations say about the privacy of my records?
6. Tell me about money
- a. What is your fee?
 - b. Will you even charge me more?
 - c. How do you want to be paid?
 - d. Do I need to pay for missed sessions?
 - e. Do I need to pay for telephone calls, letters, or emails?
 - f. If I lose my job or my source of income, can my fee be lowered?
 - g. If I do not pay my fee, what will you do to collect?

Limits of the Therapy Relationship: What Clients Should Know

Psychotherapy is a professional service I can provide to you. Because of the nature of therapy, our relationship has to be different from most relationships. It may differ in how long it lasts, in the topics we discuss, or in the goals of our relationship. It must also be limited to the relationship of therapist and client only. If we were to interact in any other ways, we would then have a “dual relationship,” which would not be right and may not be legal. The different therapy professions have rules against such relationships to protect us both.

I want to explain why having a dual relationship is not a good idea. Dual relationships can set up conflicts between my own (the therapist's) interests and your (the client's) best interests, and then your interests might not be put first. In order to offer all my clients the best care, my judgment needs to be unselfish and professional.

Because I am your therapist, dual relationships like these are improper:

- I cannot be your supervisor, teacher, or evaluator.
- I cannot be a therapist to my own relatives, friends (or the relatives of friends), people I know socially, or business contacts.
- I cannot provide therapy to people I used to know socially, or to former business contacts.
- I cannot have any other kind of business relationship with you besides the therapy itself. For example, I cannot employ you, lend to or borrow from you, or trade or barter your services (things like tutoring, repairing, child care, etc.) or goods for therapy.
- I cannot give legal, medical, financial, or any other type of professional advice.
- I cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client.

There are important differences between therapy and friendship. As your therapist, I cannot be your friend. Friends may see you only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may need to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change. You should also know that therapists are required to keep the identity of their client's secret. Therefore, I may ignore you when we meet in a public place, and I must decline to attend your family's gatherings if you invite me. Lastly, when our therapy is completed, I will not be able to be a friend to you like your other friends.

In sum, my duty as therapist is to care for you and my other clients, but only in the professional role of therapist. Please note any questions or concerns on the back of this page so we can discuss them.

What You Should Know about Confidentiality in Therapy

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about values and moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about—in other words, the “confidentiality” of therapy. But I cannot promise that everything you tell me will never be revealed to someone else. There are some times when the law requires me to tell

things to others. There are also some other limits on our confidentiality. We need to discuss these, because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a "secret" that I cannot keep secret. So please read these pages carefully and keep this copy. At our next meeting, we can discuss any questions you might have.

1. **When you or other persons are in physical danger**, the law requires me to tell others about it. Specifically:

a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.

b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.

c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.

d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything you have told me.

2. In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called "privilege," and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify:

a. In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt.

b. In cases where your emotional or mental condition is important information for a court's decision.

c. During a malpractice case or an investigation of me or another therapist by a professional group.

d. In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.

e. When you are seeing me for court-ordered evaluations or treatment. In this case we need to discuss confidentiality fully, because you don't have to tell me what you don't want the court to find out through my report.

f. If you were sent to me for an evaluation by worker's compensation or Social Security disability, I will be sending my report to a representative of that agency and it can contain anything that you tell me.

3. There are a few other things you must know about confidentiality and your treatment:

a. I may sometimes consult (talk) with another professional about your treatment, however, the therapist must also uphold professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients.

b. I am required to keep records of your treatment, such as the notes I take when we meet. You may review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

4. Here is what you need to know about confidentiality **in regard to insurance and money matters**:

a. If you use your health insurance to pay part of my fees, the insurance company, the managed care organization, or perhaps your employer's benefits office will require me to provide information about your functioning in many areas of your life, your social and psychological history, and your current symptoms. I will also be required to provide a treatment plan for your problems and information on how you are doing in therapy.

b. I usually give you my bill with any other forms needed, and ask you to send these to your insurance company to file a claim for your benefits. That way, you can see what the company will know about our therapy. It is against the law for insurers to release information about our office visits to anyone without your written permission. Although I believe the insurance company will act morally and legally, I cannot control who sees this information after it leaves my office. You cannot be required to release more information just to get payments.

c. If you have been sent to me by your employer's employee assistance program, the program's staffers may require some information. Again, I believe that they will act morally and legally, but I cannot control who sees this information at their offices. If this is your situation, let us fully discuss my agreement with your employer or the program before we talk further.

d. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid. The only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met for professional services, and the amount due to me.

5. **Children and families create some special confidentiality questions.**

a. When I treat children under the age of about 12, I must tell their parents or guardians whatever they ask me. As children grow more able to understand and choose, they assume legal rights. For those between the ages of 12 and 18, most of the details in things they tell me will be treated as confidential. However, parents or guardians do have the right to general information,

including how therapy is going. They need to be able to make well-informed decisions about therapy. I may also have to tell parents or guardians some information about other family members that I am told, especially if these others' actions put them or others in any danger.

b. In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. I may have different duties toward different family members. At the start of our treatment, we must all have a clear understanding of our purposes and my role. Then we can be clear about any limits on confidentiality that may exist.

c. If you tell me something your spouse does not know, and not knowing this could harm him or her, I cannot promise to keep it confidential. I will work with you to decide on the best long-term way to handle situations like this.

d. If you and your spouse have a custody dispute I will need to know about it. My professional ethics prevent me from doing both therapy and custody evaluations.

e. If you are seeing me for marriage counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will not request my testimony for either side. The court, however, may order me to testify.

f. At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies. (See point 7b, below.)

6. **Confidentiality in group therapy is also a special situation.** In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential.

7. Finally, here are a few other points:

a. I will not record our therapy sessions on audiotape or videotape without your written permission.

b. If you want me to send information about our therapy to someone else, you must sign a "release-of-records" form. I have copies you can see, so you will know what is involved.

c. Any information that you tell me and also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

*4Thought Counseling, LLC
11340 Lakeview Drive, Suite 200
Duluth, GA 30097*

Health Insurance Portability and Accountability Act (HIPAA)

NOTICE OF PRIVACY PRACTICES

I. COMMITMENT TO YOUR PRIVACY: *4THOUGHT COUNSELING, LLC* or *YOUR PRACTICE NAME* is dedicated to maintaining the privacy of your protected health information (PHI). PHI is information that may identify you and that relates to your past, present or future physical or mental health condition and related health care services either in paper or electronic format. This Notice of Privacy Practices ("Notice") is required by law to provide you with the legal duties and the privacy practices that *4THOUGHT COUNSELING, LLC* maintains concerning your PHI. It also describes how medical and mental health information may be used and disclosed, as well as your rights regarding your PHI. Please read carefully and discuss any questions or concerns with your therapist.

II. LEGAL DUTY TO SAFEGUARD YOUR PHI: By federal and state law, *4THOUGHT COUNSELING, LLC* is required to ensure that your PHI is kept private. This Notice explains when, why, and how *4THOUGHT COUNSELING, LLC* would use and/or disclose your PHI. Use of PHI means when *4THOUGHT COUNSELING, LLC* shares, applies, utilizes, examines, or analyzes information within its practice; PHI is disclosed when *4THOUGHT COUNSELING, LLC* releases, transfers, gives, or otherwise reveals it to a third party outside of the *4THOUGHT COUNSELING, LLC*. With some exceptions, *4THOUGHT COUNSELING, LLC* may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, *4THOUGHT COUNSELING, LLC* is always legally required to follow the privacy practices described in this Notice.

III. CHANGES TO THIS NOTICE: The terms of this notice apply to all records containing your PHI that are created or retained by *4THOUGHT COUNSELING, LLC*. Please note that *4THOUGHT COUNSELING, LLC* reserves the right to revise or amend this Notice of Privacy Practices. Any revision or amendment will be effective for all of your records that *4THOUGHT COUNSELING, LLC* has created or maintained in the past and for any of your records that *4THOUGHT COUNSELING, LLC* may create

or maintain in the future. *ATHOUGHT COUNSELING, LLC* will have a copy of the current Notice in the office in a visible location at all times, and you may request a copy of the most current Notice at any time. The date of the latest revision will always be listed at the end of *ATHOUGHT COUNSELING, LLC*'s Notice of Privacy Practices.

IV. HOW 4THOUGHT COUNSELING, LLC MAY USE AND DISCLOSE YOUR PHI: *ATHOUGHT COUNSELING, LLC* will not use or disclose your PHI without your written authorization, except as described in this Notice or as described in the "Information, Authorization and Consent to Treatment" document. Below you will find the different categories of possible uses and disclosures with some examples.

1. For Treatment: *ATHOUGHT COUNSELING, LLC* may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are; otherwise involved in your care. Example: If you are also seeing a psychiatrist for medication management, *ATHOUGHT COUNSELING, LLC* may disclose your PHI to her/him in order to coordinate your care. Except for in an emergency, *ATHOUGHT COUNSELING, LLC* will always ask for your authorization in writing prior to any such consultation.

2. For Health Care Operations: *ATHOUGHT COUNSELING, LLC* may disclose your PHI to facilitate the efficient and correct operation of its practice, improve your care, and contact you when necessary. Example: We use health information about you to manage your treatment and services.

3. To Obtain Payment for Treatment: *ATHOUGHT COUNSELING, LLC* may use and disclose your PHI to bill and collect payment for the treatment and services *ATHOUGHT COUNSELING, LLC* provided to you. Example: *ATHOUGHT COUNSELING, LLC* might send your PHI to your insurance company or managed health care plan in order to get payment for the health care services that have been provided to you. *ATHOUGHT COUNSELING, LLC* could also provide your PHI to billing companies, claims processing companies, and others that process health care claims for *ATHOUGHT COUNSELING, LLC*'s office if either you or your insurance carrier are not able to stay current with your account. In this latter instance, *ATHOUGHT COUNSELING, LLC* will always do its best to reconcile this with you first prior to involving any outside agency.

4. Employees and Business Associates: There may be instances where services are provided to *ATHOUGHT COUNSELING, LLC* by an employee or through contracts with third-party "business associates." Whenever an employee or business associate arrangement involves the use or disclosure of your PHI, *ATHOUGHT COUNSELING, LLC* will have a written contract that requires the employee or business associate to maintain the same high standards of safeguarding your privacy that is required of *ATHOUGHT COUNSELING, LLC*.

Note: This state and Federal law provides additional protection for certain types of health information, including **alcohol or drug abuse, mental health and AIDS/HIV**, and may limit whether and how *ATHOUGHT COUNSELING, LLC* may disclose information about you to others.

V. USE AND DISCLOSURE OF YOUR PHI IN CERTAIN SPECIAL CIRCUMSTANCES - 4THOUGHT COUNSELING, LLC may use and/or disclose your PHI without your consent or authorization for the following reasons:

1. Law Enforcement: Subject to certain conditions, *ATHOUGHT COUNSELING, LLC* may disclose your PHI when required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Example: *ATHOUGHT COUNSELING, LLC* may make a disclosure to the appropriate officials when a law requires *ATHOUGHT COUNSELING, LLC* to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.

2. Lawsuits and Disputes: *ATHOUGHT COUNSELING, LLC* may disclose information about you to respond to a court or administrative order or a search warrant. *ATHOUGHT COUNSELING, LLC* may also disclose information if an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. *ATHOUGHT COUNSELING, LLC* will only do this if efforts have been made to tell you about the request and you have been provided an opportunity to object or to obtain an appropriate court order protecting the information requested.

3. Public Health Risks: *ATHOUGHT COUNSELING, LLC* may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, disability, to report births and deaths, and to notify persons who may have been exposed to a disease or at risk for getting or spreading a disease or condition.

4. Food and Drug Administration (FDA): *ATHOUGHT COUNSELING, LLC* may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

5. Serious Threat to Health or Safety: *ATHOUGHT COUNSELING, LLC* may disclose your PHI if you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if *ATHOUGHT COUNSELING, LLC* determines in good faith that disclosure is necessary to prevent the threatened danger. Under these circumstances, *ATHOUGHT COUNSELING, LLC* may provide PHI to law enforcement personnel or other persons able to prevent or mitigate such a serious threat to the health or safety of a person or the public.

6. **Minors:** If you are a minor (under 18 years of age), *ATHOUGHT COUNSELING, LLC* may be compelled to release certain types of information to your parents or guardian in accordance with applicable law.
7. **Abuse and Neglect:** *ATHOUGHT COUNSELING, LLC* may disclose PHI if mandated by Georgia child, elder, or dependent adult abuse and neglect reporting laws. Example: If *ATHOUGHT COUNSELING, LLC* has a reasonable suspicion of child abuse or neglect, *ATHOUGHT COUNSELING, LLC* will report this to the Georgia Department of Child and Family Services.
8. **Coroners, Medical Examiners, and Funeral Directors:** *ATHOUGHT COUNSELING, LLC* may release PHI about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person, determine the cause of death or other duties as authorized by law. *ATHOUGHT COUNSELING, LLC* may also disclose PHI to funeral directors, consistent with applicable law, to carry out their duties.
9. **Communications with Family, Friends, or Others:** *ATHOUGHT COUNSELING, LLC* may release your PHI to the person you named in your Durable Power of Attorney for Health Care (if you have one), to a friend or family member who is your personal representative (i.e., empowered under state or other law to make health-related decisions for you), or any other person you identify, relevant to that person's involvement in your care or payment related to your care. In addition, *ATHOUGHT COUNSELING, LLC* may disclose your PHI to an entity assisting in disaster relief efforts so that your family can be notified about your condition.
10. **Military and Veterans:** If you are a member of the armed forces, *ATHOUGHT COUNSELING, LLC* may release PHI about you as required by military command authorities. *ATHOUGHT COUNSELING, LLC* may also release PHI about foreign military personnel to the appropriate military authority.
11. **National Security, Protective Services for the President, and Intelligence Activities:** *ATHOUGHT COUNSELING, LLC* may release PHI about you to authorized federal officials so they may provide protection to the President, other authorized persons, or foreign heads of state, to conduct special investigations for intelligence, counterintelligence, and other national activities authorized by law.
12. **Correctional Institutions:** If you are or become an inmate of a correctional institution, *ATHOUGHT COUNSELING, LLC* may disclose PHI to the institution or its agents when necessary for your health or the health and safety of others.
13. **For Research Purposes:** In certain limited circumstances, *ATHOUGHT COUNSELING, LLC* may use information you have provided for medical/psychological research, but only with your written authorization. The only circumstance where written authorization would not be required would be if the information you have provided could be completely disguised in such a manner that you could not be identified, directly or through any identifiers linked to you. The research would also need to be approved by an institutional review board that has examined the research proposal and ascertained that the established protocols have been met to ensure the privacy of your information.
14. **For Workers' Compensation Purposes:**
ATHOUGHT COUNSELING, LLC may provide PHI in order to comply with Workers' Compensation or similar programs established by law.
15. **Appointment Reminders:** *ATHOUGHT COUNSELING, LLC* is permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that you may need or that may be of interest to you.
16. **Health Oversight Activities:** *ATHOUGHT COUNSELING, LLC* may disclose health information to a health oversight agency for activities such as audits, investigations, inspections, or licensure of facilities. These activities are necessary for the government to monitor the health care system, government programs and compliance with laws. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess *ATHOUGHT COUNSELING, LLC's* compliance with HIPAA regulations.
17. **If Disclosure is Otherwise Specifically Required by Law.**
18. **In the Following Cases, *ATHOUGHT COUNSELING, LLC* Will Never Share Your Information Unless You Give us Written Permission:** Marketing purposes, sale of your information, most sharing of psychotherapy notes, and fundraising. If we contact you for fundraising efforts, you can tell us not to contact you again.

VI. Other Uses and Disclosures Require Your Prior Written Authorization: In any other situation not covered by this notice, *ATHOUGHT COUNSELING, LLC* will ask for your written authorization before using or disclosing medical information about you. If you chose to authorize use or disclosure, you can later revoke that authorization by notifying *ATHOUGHT COUNSELING, LLC* in writing of your decision. You understand that *ATHOUGHT COUNSELING, LLC* is unable to take back any disclosures it has already made with your permission, *ATHOUGHT COUNSELING, LLC* will continue to comply with laws that require certain disclosures, and *ATHOUGHT COUNSELING, LLC* is required to retain records of the care that its therapists have provided to you.

VII. RIGHTS YOU HAVE REGARDING YOUR PHI:

1. The Right to See and Get Copies of Your PHI either in paper or electronic format: In general, you have the right to see your PHI that is in *ATHOUGHT COUNSELING, LLC's* possession, or to get copies of it; however, you must request it in writing. If *ATHOUGHT COUNSELING, LLC* does not have your PHI, but knows who does, you will be advised how you can get it. You will receive a response from *ATHOUGHT COUNSELING, LLC* within 30 days of receiving your written request. Under certain

circumstances, *ATHOUGHT COUNSELING, LLC* may feel it must deny your request, but if it does, *ATHOUGHT COUNSELING, LLC* will give you, in writing, the reasons for the denial. *ATHOUGHT COUNSELING, LLC* will also explain your right to have its denial reviewed. If you ask for copies of your PHI, you will be charged a reasonable fee per page and the fees associated with supplies and postage. *ATHOUGHT COUNSELING, LLC* may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

2. The Right to Request Limits on Uses and Disclosures of Your PHI: You have the right to ask that *ATHOUGHT COUNSELING, LLC* limit how it uses and discloses your PHI. While *ATHOUGHT COUNSELING, LLC* will consider your request, it is not legally bound to agree. If *ATHOUGHT COUNSELING, LLC* does agree to your request, it will put those limits in writing and abide by them except in emergency situations. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. You do not have the right to limit the uses and disclosures that *ATHOUGHT COUNSELING, LLC* is legally required or permitted to make.

3. The Right to Choose How *ATHOUGHT COUNSELING, LLC* Sends Your PHI to You: It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). *ATHOUGHT COUNSELING, LLC* is obliged to agree to your request providing that it can give you the PHI, in the format you requested, without undue inconvenience.

4. The Right to Get a List of the Disclosures. You are entitled to a list of disclosures of your PHI that *ATHOUGHT COUNSELING, LLC* has made. The list will not include uses or disclosures to which you have specifically authorized (i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, or to corrections or law enforcement personnel. The request must be in writing and state the time period desired for the accounting, which must be less than a 6-year period and starting after April 14, 2003.

ATHOUGHT COUNSELING, LLC will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list will include the date of the disclosure, the recipient of the disclosure (including address, if known), a description of the information disclosed, and the reason for the disclosure. *ATHOUGHT COUNSELING, LLC* will provide the list to you at no cost, unless you make more than one request in the same year, in which case it will charge you a reasonable sum based on a set fee for each additional request.

5. The Right to Choose 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. We will make sure the person has this authority and can act for you before we take any action.

6. The Right to Amend Your PHI: If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that *ATHOUGHT COUNSELING, LLC* correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of *ATHOUGHT COUNSELING, LLC*'s receipt of your request. *ATHOUGHT COUNSELING, LLC* may deny your request, in writing, if it finds that the PHI is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of its records, or (d) written by someone other than *ATHOUGHT COUNSELING, LLC*. Denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and *ATHOUGHT COUNSELING, LLC*'s denial will be attached to any future disclosures of your PHI. If *ATHOUGHT COUNSELING, LLC* approves your request, it will make the change(s) to your PHI. Additionally, *ATHOUGHT COUNSELING, LLC* will tell you that the changes have been made and will advise all others who need to know about the change(s) to your PHI.

6. The Right to Get This Notice by Email: You have the right to get this notice by email. You have the right to request a paper copy of it as well.

7. Submit all Written Requests: Submit to *ATHOUGHT COUNSELING, LLC*'s Director and Privacy Officer, at the address listed on top of page one of this document.

VIII. COMPLAINTS: If you are concerned your privacy rights may have been violated, or if you object to a decision *ATHOUGHT COUNSELING, LLC* made about access to your PHI, you are entitled to file a complaint. You may also send a written complaint to the Secretary of the Department of Health and Human Services Office of Civil Rights. *ATHOUGHT COUNSELING, LLC* will provide you with the address. Under no circumstances will you be penalized or retaliated against for filing a complaint.

Please discuss any questions or concerns with your therapist. Your signature on the "Information, Authorization, and Consent to Treatment" (provided to you separately) indicates that you have read and understood this document.

IX. *ATHOUGHT COUNSELING, LLC*'s Responsibilities: We are required by law to maintain the privacy and security of your PHI. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

Date of Last Revision: 12/4/16