

Lynn M Bursell, LCMHC,  
Bursell Counseling Services, PLC  
525 Hercules Drive, Suite 1A Colchester, Vermont 05446  
Tele. 802-922-0506 Fax 802-264-5338

This document is for clients being treated by Lynn M Bursell, Ed.D. Please read and sign permission to treat, decline, or authorization to communication with your primary care, HIPPA form, and billing. Bring to first session completed or with questions. A copy of your insurance card(s) with co pay or deductible.

### Professional Disclosure

The State of Vermont requires Clinical Mental Health Counselors to disclose information about themselves to their clients and about ways to deal with disputes and complaints. Also, this document is to help clarify important aspects of your treatment and to represent an agreement between us. Your signature at the end of this document indicates your agreement with these policies.

### Qualifications and Experience

I am licensed by the State of Vermont: #068-0000647 Clinical Mental Health Counselor

Education: Ed.D., Counseling (CACREP accredited): Northern Illinois University (NIU), DeKalb, IL (12/1997), Educational Specialist (Ed.S), Counseling: NIU, DeKalb, IL (12/1993), \*M.S., Counseling: Drake University, Des Moines, IA (8/1986)

### Scope of Practice

Doctorate with clinical expertise in Cognitive-Behavioral therapy, Motivational Interviewing, Eye Movement Desensitization Reprocessing therapy (EMDR), Dialectical Behavior therapy (DBT), Critical Incident Stress Debriefing (CISD), mindfulness. Additional areas of expertise include deaf and hard of hearing, communicative disorders, disability, rehabilitation counseling, supervision, assessment, and American Sign Language (ASL). Experience includes work with individuals, couples, children, and families. I continue to receive regular peer supervision.

### After Hours Availability

Please direct all non-emergency calls to my voice mail at (802) 922-0506 during the week and after hours

During work or after hours, if you have a clinical emergency (i.e., extreme behavioral situations, risk of suicide or bodily harm to you or another person) go directly to an emergency room. Or call 911 for immediate assistance.

If not imminently life threatening, you may choose to text the Vermont suicide prevention center at 741741 or call the emergency mental health services in your county.

## Chittenden County

First Call for Adults, Children and Families (802) 488-7777 Domestic Abuse  
Hotline..... (802) 658-1996

Alcohol Crisis Team..... (802) 488-6425 Dept. of Children and Families.....  
(802) 863 7370

Franklin County Crisis ..... (802) 524-6554 Addison County Crisis.....  
(802) 388-7641

People living outside Chittenden, Franklin, and Addison counties should consult their local listings for emergency service numbers. When appropriate, you may inform emergency services you are engaging in mental health therapy with me, and provide my contact information, with a signed release of information form so that they can speak with me.

## Disputes or Complaints

Please discuss any concern you might have regarding your counseling or related issues directly with me at any time. I will make every reasonable effort to resolve disputes or conflicts in a satisfactory manner. The practice of Mental Health Counseling is governed by the rules of the Board of Allied Mental Health Practitioners. It is unprofessional conduct to violate those rules. A copy of the rules may be obtained from the Board or online at <http://vtprofessionals.org/>. You have the right to lodge a formal complaint with the Board of Allied Mental Health Practitioners in the following manner: by calling (802) 828-1505 or/and by writing: Vermont Secretary of State, Office of Professional Regulation, Board of Allied Mental Health Practitioners, 89 Main Street, 3rd Floor, , Montpelier, Vermont, 05620-3402.

## Office of Professional Regulation

The Office of Professional Regulation provides Vermont licensees, certifications, and registrations for over 56,000 practitioners and businesses. Forty-five professions and occupations are supported and managed by this office. A list of professions regulated is found below.

Each profession or occupation is governed by laws defining professional conduct. Consumers who have inquiries or wish to obtain a form to register a complaint may do so by calling (802) 828-1505, or by writing to the Director of the Office, Secretary of State's Office, 89 Main Street, 3rd Floor, Montpelier, VT 05620-3402.

Upon receipt of a complaint, an administrative review determines if the issues raised are covered by the applicable professional conduct statute. If so, a committee is assigned to investigate, collect information, and recommend action or closure to the appropriate governing body.

All complaint investigations are confidential. Should the investigation conclude with a decision for disciplinary action against a professional's license and ability to practice, the name of the license holder will then be made public.

Complaint investigations focus on licensure and fitness of the licensee to practice. Disciplinary action, when warranted, ranges from warning to revocation of license, based on the circumstances. You should not expect a return of fees paid or additional unpaid services as part of the results of this process. If you seek restitution of this nature, consider consulting with the Consumer Protection Division of the Office of the Attorney General, retaining an attorney, or filing a case in Small Claims Court.

Accountancy Naturopaths

Acupuncture Nursing

Architects Nursing Home Administration

Athletic Trainers Occupational Therapists

Auctioneers Opticians

Audiologists Optometry

Barbers & Cosmetologists Boxing Osteopathic Physicians and Surgeons

Control Pharmacy

Chiropractic Physical Therapists

Dental Examiners Private Investigative & Security Services

Dietitians Psychoanalyst

Drug and Alcohol Counselor Psychology

Electrolysis Psychotherapist, Non-licensed

Professional Engineering Radiologic Technology

Funeral Service Real Estate Appraisers

Hearing Aid Dispensers Real Estate

Land Surveyors Respiratory Care

Landscape Architects Social Workers, Clinical

Marriage & Family Therapists Tattooists

Clinical Mental Health Counselors Veterinary

Midwives, Licensed

Chapter 78: Roster of Psychotherapists Who Are Non-licensed

§§ 4090. Disclosure of Information

The board shall adopt rules requiring persons entered on the roster to disclose to each client the psychotherapist's professional qualifications and experience, those actions that constitute unprofessional conduct, and the method for filing a complaint or making a consumer inquiry, and provisions relating to the manner in which the information shall be displayed and signed by both the Rostered psychotherapist and the client. The rules may include provisions for applying or modifying these requirements in cases involving institutionalized clients, minors and adults under the supervision of a guardian. (Added 1993, No. 222 (Adj. Sess), §§ 17; amended 1997, No. 40, §§ 69.)

Chapter 5: SECRETARY OF STATE

Sub-Chapter 3: Professional Regulation

3 V.S.A. § 129a. Unprofessional conduct

§ 129a. Unprofessional conduct

(a) In addition to any other provision of law, the following conduct by a licensee constitutes unprofessional conduct. When that conduct is by an applicant or person who later becomes an applicant, it may constitute grounds for denial of a license or other disciplinary action. Any one of the following items, or any combination of items, whether or not the conduct at issue was committed within or outside the State, shall constitute

unprofessional conduct:

- (1) Fraudulent or deceptive procurement or use of a license.
- (2) Advertising that is intended or has a tendency to deceive.
- (3) Failing to comply with provisions of federal or state statutes or rules governing the practice of the profession.
- (4) Failing to comply with an order of the board or violating any term or condition of a license restricted by the board.
- (5) Practicing the profession when medically or psychologically unfit to do so.
- (6) Delegating professional responsibilities to a person whom the licensed professional knows, or has reason to know, is not qualified by training, experience, education, or licensing credentials to perform them, or knowingly providing professional supervision or serving as a preceptor to a

person who has not been licensed or registered as required by the laws of that person's profession.

(7) Willfully making or filing false reports or records in the practice of the profession; willfully impeding or obstructing the proper making or filing of reports or records or willfully failing to file the proper reports or records.

(8) Failing to make available promptly to a person using professional health care services, that person's representative, or succeeding health care professionals or institutions, upon written request and direction of the person using professional health care services, copies of that person's records in the possession or under the control of the licensed practitioner, or failing to notify patients or clients how to obtain their records when a practice closes.

(9) Failing to retain client records for a period of seven years, unless laws specific to the profession allow for a shorter retention period. When other laws or agency rules require retention for a longer period of time, the longer retention period shall apply.

(10) Conviction of a crime related to the practice of the profession or conviction of a felony, whether or not related to the practice of the profession.

(11) Failing to report to the office a conviction of any felony or any offense related to the practice of the profession in a Vermont District Court, a Vermont Superior Court, a federal court, or a court outside Vermont within 30 days.

(12) Exercising undue influence on or taking improper advantage of a person using professional services, or promoting the sale of services or goods in a manner which exploits a person for the financial gain of the practitioner or a third party.

(13) Performing treatments or providing services which the licensee is not qualified to perform or which are beyond the scope of the licensee's education, training, capabilities, experience, or scope of practice.

(14) Failing to report to the office within 30 days a change of name or address.

(15) Failing to exercise independent professional judgment in the performance of licensed activities when that judgment is necessary to avoid action repugnant to the obligations of the profession.

(16)(A) Impeding an investigation under this chapter or unreasonably failing to reply, cooperate, or produce lawfully requested records in relation to such investigation. (B) The patient privilege set forth in 12 VSA 1612 shall not bar the licensee's obligations under this subdivision (16).

(17) Advertising, promoting, or recommending a therapy or treatment in a manner tending to deceive the public or to suggest a degree of reliability or efficacy unsupported by competent evidence and professional judgement.

(18) Promotion by a treatment provider of the sale of drugs, devices, appliances, or goods provided for a patient or client in such a manner as to exploit the patient or client for the financial gain of the treatment provider, or selling, prescribing, giving away, or administering drugs for other than legal and legitimate therapeutic purposes.

(19) Willful misrepresentation in treatments or therapies.

(20) Offering, undertaking, or agreeing to cure or treat disease or disorder by a secret method, procedure, treatment, or medicine.

(21) Permitting one's name or license to be used by a person, group, or corporation when not actually in charge or responsible for the professional services provided.

(22) Prescribing, selling, administering, distributing, ordering, or dispensing any drug legally classified as a controlled substance for the licensee's own use or to an immediate family member as defined by rule.

(23) For any professional with prescribing authority, signing a blank or undated prescription form or negligently failing to secure electronic means of prescribing.

(24) For any mental health care provider, use of conversion therapy as defined in 18 VSA 8351 on a client younger than 18 years of age.

Subdivision (a)(25) effective July 1, 2019.

(25) For providers of clinical care to patients, failing to have in place a plan for responsible disposition of patient health records in the event the licensee should become incapacitated or unexpectedly discontinue practice.

(b) Failure to practice competently by reason of any cause on a single occasion or on multiple occasions may constitute unprofessional conduct, whether actual injury to a client, patient, or customer has occurred. Failure to practice competently includes:

(1) performance of unsafe or unacceptable patient or client care; or

(2) failure to conform to the essential standards of acceptable and prevailing practice.

(c) The burden of proof in a disciplinary action shall be on the State to show by a preponderance of the evidence that the person has engaged in unprofessional conduct.

(d) After hearing, and upon a finding of unprofessional conduct, a board or an administrative law officer may take disciplinary action against a licensee or applicant, including imposing an administrative penalty not to exceed \$1,000.00 for each unprofessional conduct violation. Any money received under this subsection shall be deposited in the Professional Regulatory Fee Fund established in section 124 of this title for the purpose of providing education and training for

board members and advisor appointees. The Director shall detail in the annual report receipts and expenses from money received under this subsection.

(e) In the case where a standard of unprofessional conduct as set forth in this section conflicts with a standard set forth in a specific board's statute or rule, the standard that is most protective of the public shall govern. (Added 1997, No. 40, § 5; amended 2001, No. 151 (Adj. Sess.), § 2, eff. June 27, 2002; 2003, No. 60, § 2; 2005, No. 27, § 5; 2005, No. 148 (Adj. Sess.), § 4; 2009, No. 35, § 2; 2011, No. 66, § 3, eff. June 1, 2011; 2011, No. 116 (Adj. Sess.), §5.; 2017, No. 48 §; 2017, No. 144 (Adj. Sess.), 6, eff July 1, 2019)

#### § 4093. Unprofessional conduct

(a) Unprofessional conduct means the following conduct and conduct set forth in section 129a of Title 3:

(1) Providing fraudulent or deceptive information in an application for entry on the roster.

(2) Conviction of a crime that evinces an unfitness to practice psychotherapy.

(3) Unauthorized use of a protected title in professional activity.

(4) Conduct which evidences moral unfitness to practice psychotherapy.

(5) Engaging in any sexual conduct with a client, or with the immediate family member of a client, with whom the psychotherapist has had a professional relationship within the previous two years.

(6) Harassing, intimidating or abusing a client.

(7) Entering into an additional relationship with a client, supervisee, research participant or student that might impair the psychotherapist's objectivity or otherwise interfere with his or her professional obligations.

(8) Practicing outside or beyond a psychotherapist's area of training, experience or competence without appropriate supervision.

(b) After hearing, and upon a finding of unprofessional conduct, the board may take disciplinary action against a rostered psychotherapist or an applicant. (Added 1993, No. 222 (Adj. Sess.), § 17; amended 1997, No. 40, § 71; 1997, No. 145 (Adj. Sess.), § 61; 1999, No. 52, § 37.)

#### § 3271. Unprofessional conduct: Clinical Mental Health Practitioner

(a) Unprofessional conduct means the following conduct and conduct set forth in 3 V.S.A. § 129a. (1) using dishonest or misleading advertising; (2) misusing a title in professional activity; (3) conduct which evidences unfitness to practice clinical mental health counseling; (4) engaging in any sexual conduct with a client, or with the immediate family member of a client, with whom

the licensee has had a professional relationship within the previous five years; (5) harassing, intimidating, or abusing a client; (6) entering into an additional relationship with a client, supervisee, research participant or student that might impair the licensed clinical mental health counselor's objectivity or otherwise interfere with the clinical mental health counselor's professional obligations; (7) independently practicing outside or beyond a clinical mental health counselor's area of training, experience or competence without appropriate supervision.(8) using conversion therapy as defined in 18 V.S.A. § 8351 on a client younger than 18 years of age.(b) After hearing, and upon a finding of unprofessional conduct, the board may take disciplinary action against a licensed clinical mental health counselor or applicant. (Added 1987, No. 245 (Adj. Sess.), § 1; amended 1993, No. 98, § 17; 1993, No. 222 (Adj. Sess.), § 10; 1997, No. 40, § 57; 1997, No. 145 (Adj. Sess.), § 53; 2007, No. 29, § 45; 2015, No. 138 (Adj. Sess.),

### My Relationship with Counseling Connection, PLC

Lynn Bursell is an independently practicing clinician at 525 Hercules Drive Counseling Connection, PLC

### Agreements of Financial Responsibility for Clients

I, client/guardian, agree to contact my insurance carrier to review available coverage and to be fully responsible for all charges that are not covered by my insurance. Insurances do not cover missed appointments. I understand such charges would include deductibles, co-payments, as well as fees for telephone consultation, report preparation, school meetings/consultations, late cancellations or missed sessions, and/or sessions contracted for beyond those certified by my insurance company. I understand that my managed care company or insurance company may require a review of clinical information, or other information to verify benefits and assist in claims in order to pay for services, and I give permission to Lynn Bursell, Ed.D. to provide such information. I hereby authorize my insurance benefits to be paid directly to Lynn Bursell and acknowledge that I am financially responsible for any unpaid balance. I understand that a full 24 hours' notice is required for cancellation of appointments. I understand that a fee of \$60.00 will be charged directly to me for missed appointments for which I have not given a full 24-hour notification. I understand that this fee must be paid by me and that my insurance will not cover it. Clients with primary or secondary Medicaid insurance cannot be charged this fee. If there is a natural disaster, or weather would not permit safe transportation to the appointment, this fee will be waived. If you are sick and cannot make the appointment, please contact me by 7:00am to avoid being billed for the session. Likewise, if cannot make the scheduled appointment due to inclement weather or illness, I will call the number you have provided me to cancel. If you have an outstanding balance and have refused to make payment upon request, you understand that I can invoke the right to take you to small claims court.

My initial evaluation and return visit fee are \$150. Follow up visits are 45-55 minutes. I expect payment at the time of the appointment for self-pay, deductibles, or co-payments. I am a participating provider for several insurance companies and accept their contracted rates. It is your responsibility to contact your insurance carrier to review your coverage. If I am a provider for your insurance carrier, I will bill them directly. You are responsible for charges that are not covered by your insurance including deductibles and co-payments, therefore it is very important



that YOU CHECK WITH YOUR INSURANCE COMPANY PRIOR TO OUR FIRST SESSION. I also may charge separately for report preparation, school meetings/consultations or sessions agreed to that go beyond those approved by your insurance carrier. Such fees are due at the time of service. Telephone consultations that exceed 15 minutes may be billed to the client at the regular rate. My goal is to avoid participation in legal matters, note on my billing form that my rate for court related activities is \$250 per hour. If your check does not process you are responsible for the cost. If you fail to give me the correct insurance, costs to rebill will be encumbered by you.

All insurance plans and EAP benefits vary, and you are responsible for finding out the details of your plan. Some require pre-authorization by your primary care provider or by the insurance company or EAP provider directly before they will pay for services. Some plans authorize a set number of sessions. You are responsible for tracking this information. Some insurance companies require that I provide verbal or written up-dates of your treatment on a periodic basis for services to be covered or continued. I will provide these updates with your written or verbal permission. Please inform me ahead of time of any changes in your insurance coverage or plan information. By signing this document, you authorize your insurance benefits to be paid directly to Lynn Bursell. If necessary, I may utilize the assistance of small claims court or a collection agency to receive payment for services provided. Checks are payable to Lynn Bursell or Bursell Counseling Services, LLC.

#### Record Retention and Unexpected Therapist Absence

**Record Retention:** It is my practice, in conjunction with state laws and insurance requirements, to retain the record of your work with me for 7 years from the date of last session with me, at which point I will destroy it. For minors at the time of service, the 7 years starts when they turn 18. Should you require information from your record, please notify me within the 7-year period.

**Unexpected therapist absence:** In the event of my unplanned absence from practice, whether due to injury, illness, death, or any other unexpected major reason, I maintain a Professional Will with instructions for an Executor, or Secondary Executor, to inform you of my status and, if you chose, to help you transition to another therapist, including forwarding records to the selected therapist or releasing the record to you. By signing this form, you authorize the Executor to access your treatment and financial records only in accordance with the terms of my Professional Will, and only if I experience such an event. If that the Executor requires assistance to complete these tasks, they may obtain assistance from others, in a professional manner, as they deem necessary. I can provide you with the name of my Executor and Secondary Executor if you request it. By signing this form, you are authorizing my executors to conduct this business without obtaining a new consent from you.

#### Informed Consent Confidentiality

Your psychotherapy services and records are confidential, however, limits to this confidentiality do exist and include: minors or other persons with a legal guardian (information may be released to the legal guardian), imminent danger to self (e.g. suicide risk), danger to others, suspicion of abuse or neglect toward a child or vulnerable adult, or/and under court order. If you have signed

a release with an insurer, the insurer may request such information as diagnosis, treatment plan, and general course of treatment. However, it is important to note that some insurers may request release of more detailed or sensitive information. Please discuss with me any concerns you may have about such disclosure.

I may occasionally find it helpful to consult with other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential.

#### Electronic Communication and Social Media

Email, texting and related technologies pose inevitable risks to confidentiality. They are subject to “hacking” and data stealing. If you provide me with your email address and cell phone number, you are agreeing to assume those risks. Please use text only for brief messages or scheduling issues, in order to protect your privacy as much as possible. Because social media networks such as Facebook, LinkedIn, etc., are an even greater risk to your confidentiality, I do not connect with clients in any way on social media.

Sometimes I text you about appointment reminders. If you do not want appointment reminders, please let me know.

Public encounters: In order to protect your privacy, I do not initiate contact with clients in public places. Should we encounter each other outside of the office, I will not openly greet you first, unless we have made a prior agreement. I will respond should you greet me first and take your lead on how introductions will be made if there is a need for that.

#### Treatment

I understand that my participation in therapy is completely voluntary, and that I may terminate treatment at any time. The goals of my treatment have been agreed upon with my provider. I understand that I may negotiate changes in these goals at any time. There are possible advantages and disadvantages of participating in psychotherapy and a positive outcome is not guaranteed. During the process of therapy, you could face and work through difficult emotions, fears, or experiences. Therapy might also have unanticipated relationship consequences. For instance, some persons undergoing individual therapy may find their growth through the therapeutic process which may yield to a relationship break-up.

#### Client Disclosure and Consent Confirmation

My signature acknowledges that I have been given a copy of the Professional Qualifications and Experience of Lynn M Bursell, Ed.D., LCMHC, a statement of afterhours availability, the clinician’s relationship with Counseling Connection, PLC, as well as a listing of actions that constitute unprofessional conduct according to Vermont statutes. I have also been informed of the methods for making a consumer inquiry or filing a complaint with the Office of Professional Regulation. In addition, I have reviewed copies of an informed consent statement, HIPAA, and

permission to release information to the client's primary care physician. This information was given to me no later than my third office visit.

EVERYONE NEEDS TO COMPLETE THIS REQUEST FOR SIGNATURE

I hereby give permission for \_\_\_\_\_ to treat  
\_\_\_\_\_.

(Clinician) (Client(s))

\_\_\_\_\_

(Client or Parent/Guardian Signature) (Date)

\_\_\_\_\_

(Practitioner's Signature) (Date)

Revised July 2019 Leora Black, Ed.D., LCMHC

Mental Health Report to Physician

PATIENT \_\_\_\_\_ PHYSICIAN \_\_\_\_\_

DOB \_\_\_\_\_ LOCATION \_\_\_\_\_

TELEPHONE \_\_\_\_\_

Reason for referral: \_\_\_\_\_

\_\_\_\_\_

Date(s) seen: \_\_\_\_\_

Assessment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Plans: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I give permission to Lynn M Bursell, Ed.D. to communicate with my Primary Care Physician.

I may revoke the release in writing at any time. Further disclosure of information provided by this release may not be made without my written consent, or as otherwise restricted Federal Regulations (42 Code of Federal Regulations, Part 2, Confidentiality of Alcohol and Drug Abuse Treatment and Patient records). A photocopy of this document is as valid as the original.

Mental Health Provider Signature: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

(Client signature/Parent/Guardian)

I decline authorization for Lynn M Bursell, Ed.D. to communicate with my physician.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Bursell Counseling Services, PLC

525 Hercules Drive, Suite 1A, Colchester, Vermont 05446

(802)264-5333 (tel)

(802) 264-5338 (fax)

Revised July 2019 Lynn Bursell, Ed.D., LCMHC

(802) 922-0506

HIPAA Notice of Privacy Practices

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

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information (“PHI”). This Notice of Privacy Practices describes how I may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act (“HIPAA”), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules. It also describes your rights regarding how you may gain access to and control your PHI. I am required by law to maintain the privacy of PHI and to provide you with notice of my legal duties and privacy practices with respect to PHI. I am required to abide by the terms of this Notice of Privacy Practices. I reserve the right to change the terms of this Notice of Privacy Practices at any time, in accordance with the law. Any new Notice of Privacy Practices will be

effective for all PHI that I maintain at that time. I will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on my website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

## HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

**For Treatment.** Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. I may at times find it helpful to consult with other professionals about a case. During a consultation I do not reveal the identity of my client. The consultant is also legally bound to keep the information confidential.

**For Payment.** I may use and disclose PHI so that I can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, I will only disclose the minimum amount of PHI necessary for purposes of collection.

**For Health Care Operations.** I may use or disclose, as needed, your PHI in order to support business activities, for example, I may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI.

**Required by Law.** Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

**Without Authorization.** Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations. As a social worker licensed in this state and as a member of the National Association of Social Workers, it is my practice to adhere to more stringent privacy requirements for disclosures without an authorization. The following language addresses these categories to the extent consistent with the NASW Code of Ethics and HIPAA.

**Child Abuse or Neglect.** I may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.

**Judicial and Administrative Proceedings.** I may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

**Deceased Patients.** I may disclose PHI regarding deceased patients as mandated by state law or to a family member or friend that was involved in your care or payment for care prior to death,

based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

**Medical Emergencies.** I may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm. I will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.

**Family Involvement in Care.** I may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.

**Health Oversight.** If required, I may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.

**Law Enforcement.** I may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

**Specialized Government Functions.** I may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.

**Public Health.** If required, I may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

**Public Safety.** I may disclose your PHI if necessary, to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

**Research.** PHI may only be disclosed after a special approval process or with your authorization.

**Verbal Permission.** I may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization. Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that I have already made a use or disclosure based upon your authorization. Any other use or disclosure not described in this Notice of Privacy Practices will be made only with your written authorization.

## YOUR RIGHTS REGARDING YOUR PHI

You have the following rights regarding PHI I maintain about you. To exercise any of these rights, please submit your request in writing to me.

- **Right of Access to Inspect and Copy.** You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a “designated record set”. A designated record set contains mental health/medical and billing records and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you or if the information is contained in separately maintained psychotherapy notes. I may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.
- **Right to Amend.** If you feel that the PHI I have about you is incorrect or incomplete, you may ask me to amend the information although I am not required to agree to the amendment. If I deny your request for amendment, you have the right to file a statement of disagreement with me. I may prepare a rebuttal to your statement and will provide you with a copy. Please contact me if you have any questions.
- **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain of the disclosures that I make of your PHI. I may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. I am not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, I am required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that I communicate with you about health matters in a certain way or at a certain location. I will accommodate reasonable requests. I may require information regard