

Lewes Counseling LLC Policies & Procedures

Our Mission:

Lewes Counseling LLC provides individualized behavioral health services and educational programs to families in a supportive, compassionate, and collaborative environment.

Our Vision:

Lewes Counseling LLC will be recognized as a dependable, trusting resource for families and valued partner to community agencies in support of resilient children, healthy families, and strong communities.

About the Owner

Jeanne Doe Dukes, LCSW has earned a Bachelor of Arts Degree in Sociology from the University of Delaware and a Master's Degree in Clinical Social Work from the University of Maryland at Baltimore. She is licensed by the State of Delaware, Pennsylvania, Maryland, and Florida to practice as a Licensed Clinical Social Worker. She has over 20 years of social work and clinical experience in working with and treating youth, adults, and families.

Appointments

Practitioners at Lewes Counseling LLC practice standard cognitive and behavior therapy for most conditions and incorporates homework into most treatment plans. Treatment practices, philosophy, plan limitations, and risks will be discussed with you during your appointment. A routine session will be up to 60 minutes in length, and initial consultations may be up to 90 minutes. Continuation of service beyond the practitioner's allowed limit per insurance will be discussed and may be based on the client's ability to pay. This also includes telephone, or internet based counseling. Frequency and length of service will be determined based on the treatment plan; however, appointments may be scheduled weekly, bi-weekly, or one time a month. Due to limitations in space, amenities, privacy, and supervision in the waiting area, it is preferred that children and other family members not accompany clients unless indicated by the treatment plan.

Audio Recording

Audio recordings are reviewed for the purposes of clinical supervision or case consultation, and remain confidential. Audio recordings do not become part of your clinical record and ARE NOT used for other purposes without your written authorization. All audio recordings are kept securely locked when not in use, and are physically destroyed following the completion of clinical supervision or case consultation.

Billing

As a courtesy, we will bill your insurance company, responsible party or third party payer for you if you wish. We ask that every client authorize payment of medical benefits directly to Lewes Counseling LLC, Jeanne Doe Dukes, LCSW. We ask that at each session you pay your co-pay or total fee for service. In the event you have not met your deductible, the full fee is due at each session until the deductible is satisfied. If your insurance company denies payment or does not cover counseling, we request that you pay the balance due at that time. The client or legal guardian is responsible for any preauthorization or

confirmation of third party payment prior to start of services. The client or legal guardian is ultimately responsible for the bill for services rendered. The client will pay bank fees and balance due for any checks that return to the provider. In the event that an account is overdue and turned over to our collection agency, the client or guardian will be held responsible for any collection fees charged to our office to collect the debt owed.

Boundaries of Service Relationship

All dual or multiple relationships can compromise the therapeutic relationship. Therefore; the relationship between the client and practitioner is professional and fiduciary; and that although it is friendly and responsive, the relationship is not a friendship. The practitioner is the client's social worker and nothing else. For example, it is not common practice to acknowledge knowing clients in a public setting unless the client acknowledges the social worker and even then the conversation is minimal. Talk about the professional relationship is prohibited outside of the practice setting.

Cancellations

If you need to cancel or reschedule an appointment, please give 24 business hours advance notice, otherwise you will be billed. Cancellations or no shows may result in termination of services.

Cell Phones

So we can maintain a relaxing environment for all of our patients, we request courteous cell phone usage in our waiting areas and **no cell phone usage** in our clinical areas.

Check Policy



Collateral Participation

A collateral is usually a spouse, family member, or friend who communicates with the therapist for the purpose of supporting or reinforcing treatment objectives for that client's care. The collateral is **not considered a client** and is not the subject of treatment. Therapists have certain legal and ethical responsibilities to clients, and the privacy of the relationship with the client is given legal protection. A therapist's primary responsibility is to the client.

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The role of a collateral may vary. For example, a collateral may be contacted by phone and asked to contribute to treatment by answering a selection of questions. A collateral might attend a session or meet with the therapist, either alone or with the client, to provide information and never attend another session. A collateral might attend all of the client's sessions. The role of a collateral participant will be discussed during the first interaction with the therapist and at other appropriate times as needed.

The therapist will not communicate with a collateral participant without client consent or an authorization form. Collateral participants/or legal guardian will sign an Agreement for Collateral Participation which explains their role, benefits, and risks.

Confidentiality & Crisis

Your verbal communication and clinical records are strictly confidential except for: a) information necessary for case supervision or consultation b) information (diagnosis and dates of service) shared with your insurance company to process your claims, c) information you and/or you child or children report about physical or sexual abuse; then, by Delaware State Law, I am obligated to report this to the Department of Family Services, d) where you sign a release of information to have specific information shared and e) if you provide information that informs me that you are in danger of harming yourself or others h) or when required by law. If an emergency situation for which the client or their guardian feels immediate attention is necessary, the client or guardian understands that they are to contact the emergency services in the community (911) for those services. When appropriate, the therapist will follow up with those emergency services with standard counseling and support to the client or the client's family. Therapists of Lewes Counseling LLC are neither available 24 hours a day, nor currently offer crisis counseling. If you have had a history of or currently have homicidal or suicidal ideations or attempts, this may not be the appropriate setting for therapy for you. Please let your therapist be aware of any safety issues at time of intake.

Confidentiality in Couple and Family Therapy

If you or any other individual participating in treatment with you shares information with me individually, whether in person, by phone, or by any other means, you agree that I have the right *but not the obligation* to share that information in the context of couple or family therapy. You understand that I will make such decisions in the context of sound clinical judgement and considering what I believe is likely to be best for your family and our therapy.

Contact

It is normal practice to communicate with the client at their daytime phone number provided to the office regarding appointment reminders.

On most weekdays, the therapist is in the office with clients and not available to answer phone calls. If no one is available, the voice mail will permit you to leave a message. We make every effort to return all calls within one business day. You are also welcome to text your clinician's telephone to request a callback. If you are difficult to reach, please inform us of some times when you will be available.

Outside of a callback request, texts and emails will not be considered official communication with the therapist. Therapists of Lewes Counseling LLC will not reply to texts (except for appointment reminders /cancellations, callback requests) or emails. Extended phone calls (10 minutes or more), calls deemed to be not of a life threatening nature, and or repeated calls may result in additional charges which may not be paid by your insurance company.

If you experience a life threatening emergency outside of business hours or receive the office voicemail you will be provided instructions for contacting the crisis hotline. If you leave a message and feel that you can't wait for us to return your call, call the crisis number provided, contact your family physician or proceed to the nearest emergency room and ask for the psychologist or psychiatrist on call.

Coordination of Treatment

It is important that all health care providers work together. As such, we would like your permission to communicate with your primary care physician and/or psychiatrist etc. Please understand that you have the right to revoke this authorization, in writing, at any time by sending notice. However, a revocation is not valid to the extent that we have acted in reliance on such authorization. If you prefer to decline consent, no information will be shared.

Coordination of Treatment of Children or Adolescents

Sometimes, it will be necessary to work with a child's school guidance counselor, teacher, or child care provider. As such, we would like permission to communicate with the child's school or childcare center. Please understand that you have the right to revoke this authorization, in writing, at any time by sending notice. However, a revocation is not valid to the extent that we have acted in reliance on such authorization. If you prefer to decline consent no information will be shared.

Court Appearance or Testimony, Letters, Copies

Clients are discouraged from having their therapists subpoenaed or having records prepared for litigation. Even though the client is responsible for the therapist's preparation fees, the testimony given may not be in favor of the client. The therapist can only testify to the facts of the case and provide professional opinion.

As explained to parents/guardians of minors during the initial assessment, releasing a child's record may compromise further treatment through a perceived loss of confidentiality. Requests to release a minor's records will be denied and/or granted at your therapist's discretion.

Court appearance or testimony is billed at an hourly rate, plus mileage and expenses. Court preparation time, as well as, time spent consulting with attorneys will also be billed.

A fee for copying, file preparation, and postage will be billed for records or other materials requested or subpoenaed. The individual requesting this activity must sign a separate agreement giving billing information prior to the mental health professional taking action on requests. This person will be billed separately from regular charges and payment is due in full prior to receipt of statement or copies. The client or client's guardian must also sign a separate release for sharing this information.

Letters may be written by request for the client; however, the therapist may choose to deny this service based on their discretion and time spent with client and getting to know their circumstances.

Credit Balances for Inactive Accounts

Credit balances of \$10.00 or more may be refunded to the client unless the client specifically requests that the overpayment be maintained on the account. Credit balances of \$1.00-\$9.99 will remain on the client's account unless the client requests a refund of the overpayment. Credit balances less than \$1.00 are nonrefundable. Any credit balance which has been carried on a client's account for more than two years from the date of the last appointment will become nonrefundable.

Emergency Contacts

During extended office closings, unless otherwise noted, Kathleen Capozzoli, RN, LPCMH (back-up therapist) may be reached at 302-945-8186. In the event of an emergency, call 911 or Adults—Call Mobile Crisis at 800-345-6785, Children—Call 424-4357 (HELP) or proceed to the nearest emergency room and ask for the psychologist or psychiatrist on call. For all other inquiries, you may call Delaware Helpline at 211.

Facsimiles

NASW (National Association of Social Workers) does not recommend the use of fax machines to transmit mental health information about the patient. Misdirected faxes can cause considerable harm to the patient and the private practitioner. Clinical social workers have an obligation to protect patient information from unreasonable access by third parties. If for a significant reason the client requests the therapist to fax a record, an informed consent from the client will be obtained.

Fees

We sincerely appreciate your cooperation and at any time you have any questions regarding insurance, fees, balances or payments please feel free to ask.

Cancellations \$35	Mileage \$0.575 cents per mile
Copies \$1.00 per page for pages 1-20	Online payments \$2.95
Copies \$2.00 per page for pages 20+	Parenting Class \$89
Court appearance \$175 hr (mileage additional)	Phone Calls (will be at discretion of therapist)
Group Sessions \$25 per participant	Routine Visits/ Phone Calls \$70 - \$140
Initial Assessments \$145	Returned checks \$35 per check
Letters / Written Evaluations \$25- \$50	Telemental Health (same as face-to-face billing)
	Typed-in Credit Cards \$1.00

Any fees incurred for services provided as a result of your therapist making a referral for or coordination of treatment may be waived and provided without charge at your therapist's discretion. *Rates subject to change.*

Group Work

Before proceeding with any group work, it is important to discuss with the Coordinator the role and responsibilities of the group facilitator, and the roles and responsibilities as a client (member of the group), and/or parent/guardian of a client. In addition, it is important to discuss the purpose of this setting, the purpose of the group, the group service approaches and the qualifications of the group facilitators.

The group facilitator is responsible for helping the client set personal goals and identifying ways that they can apply what happens during the group to their daily life. Also, the client will have the opportunity to talk about their concerns. Staff in this setting other than the group facilitator may have access to confidential information about the client.

Effectiveness of the group process is best when clients:

- attend group sessions and arrive on time.
- are an active group participant, although they may choose what and how much information they want to discuss in the group. They understand that their responsibilities include being truthful about what they say in the group, not monopolizing the group, and making certain that they resolve any unfinished business before the end of the session.
- understand that confidentiality and privacy are basic to building trust among group members. They agree to keep confidential what other group members share and they will not talk about what is shared during the group with others outside the group.
- understand that they have the right to leave the group. However, they understand that it is very important not to leave any unfinished business with other group members.

Although group work service may be recommended and will probably be helpful, there are no guarantees that any or all of the client's problems will be remedied. Service will involve possible risks as well as benefits. Understand that the client might experience group pressure from the other members. Hence, they may experience stress, strained relationships, or other difficulties as a result of the group work process. However, it is the client's right to decide how they will participate in the group and whether to accept the suggestions of the other members or the group facilitator.

Participation in the group will terminate when the goals of the client's individualized plan and/or the goals of the group have been fulfilled. The group social worker will be obligated to end the client's participation in the group if their relationship with the group facilitator or other group members becomes too strained to continue the work. If the client's group participation is ended before the goals of their service plan have been accomplished, the group facilitator will do all possible to refer the client to an alternative source of care.

Lewes Counseling LLC and/or its facilitators/staff are not liable for any actions of the client resulting in harm or injuries and/or property damage during the scheduled group time on or off premises.

Inclement Weather

The company maintains the policy of remaining open during bad weather, unless the severity of conditions and/or municipal or state government close. In the event we are forced to close, the company will make every effort to have the details concerning the closing forwarded to scheduled clients' daytime phones or announced on the outgoing voicemail. Cancellation fees will be waived if company is closed due to inclement weather.

Insurance

All clients are responsible for their health insurance information and coordination of benefits. If accurate information is not presented at each visit, you will be responsible for any and all balances resulting from inaccurate insurance information. If you have more than one health insurance, you are responsible for knowing the order in which we are to bill (which is primary and which one is secondary) at the time of your visit. You must bring your current card(s) with you to each and every visit, and update provider as necessary with any changes. If your insurance has terminated or your policy changes, our office needs to be notified as soon as possible. If you knowingly withhold this information, you may be discharged from services from this office.

Interruptions in Service

Occasional absences are to be expected. When the practitioner is not available to the client, dates to reschedule, a back-up practitioner, referral, and/or emergency contacts will be provided.

Payments

Payments are due when services are rendered and may be made using cash, check, money order, or credit card. We require a credit or debit card be held on file by our accountant for all unpaid client balances.

Recordkeeping

Therapist shall keep records of the dates of professional counseling services, details of the services provided, termination of the professional relationship, and billing information. The Company shall arrange for the storage, transfer or disposal of client records in ways that maintain confidentiality and safeguard the welfare of clients. Records shall be retained for at least 4 years from the date of discharge.

Separating and Divorcing Parent Education Class

Children are likely to experience feelings of loss and fear when parents separate/divorce. Separation and divorce are processes that require adaptation to rapid change that can undermine the adults' capacity to parent effectively. However, with effort and deliberate work, both parents can meet the changing needs for healthy parent-child relationships.

The program will direct parents towards rebuilding the parent-child relationship after separation/divorce to the greatest extent possible and provide parents with the tools to meet the child's emotional needs.

Parents' divorce from each other, but not from their child(ren). It is imperative for parents to attend to the impact of divorce or separation on children and to develop a parenting approach that is positive and non-blaming. Time with each parent is necessary, but it must be safe from abuse and manipulation. Parents should maintain the relationship with the child in spite of hurt and angry feelings of all parties.

The program will emphasize the important role parents play in establishing healthy parent-child relationships after separation and divorce, while taking into account the special needs of families.

Social Media

Due to the importance of your confidentiality and the importance of minimizing dual relationships, therapists do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We 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 we meet and we can talk more about it.

If you would like the therapist to review your (or your child's) social media interactions as part of the therapeutic work, please print what you would like your therapist to review and bring it with you to session. Even if your or your child's social media accounts are public, the therapist will not examine them without your specific consent and direction.

Please note that any social media apps you use may seek to connect you with the therapist or with other visitors to this office, through a "people you may know" or similar feature. Lewes Counseling LLC has no control over apps that may intrude on the privacy of your treatment in this way.

If you would like to minimize the risk of others becoming aware of your connection to Lewes Counseling LLC, please make use of the privacy controls available on your phone. Turning off a social media app's ability to know your location, and refusing it access to your email account and the contacts and history in your phone protect your privacy and confidentiality.

Telemental Health

In the world of technology, it remains the therapist's responsibility to protect patient confidentiality and maintain the integrity of the clients' records. Therapists should practice caution when using any form of technology to avoid breaches of confidentiality. Technology is an important tool that can be integrated safely into clinical social work practice when used appropriately.

Termination of Services

Mutually agreed-on termination should be based on the satisfactory completion of the treatment plan and attainment of goals. However, recognizing that not all terminations are mutually agreed-on, the client has the right to terminate services at any time. However; the client should notify the practitioner of their

wishes to terminate and schedule at least one termination appointment. This will allow for closure, final evaluation, and appropriate referrals to make sure a system of care can be offered. Service to a client who misses appointments or refuses to abide by the treatment plan can also be terminated. In addition, service to a client that harms or threatens to harm a practitioner or people close to the practitioner can be terminated; and the practitioner will make an attempt to secure alternative care for the client.

Client Rights

As a client served at *Lewes Counseling LLC* you have specific rights.

I. Right to Voluntary Services

If you are a legal adult (18 years old in this state), you have the right to request voluntary services. You have a right to

- have a staff person assigned specifically to work with you in resolving your problems and ensuring that your service is properly provided
- a personal, individualized assessment of your needs
- an individualized service plan, which will be reviewed regularly, developed with your input, and implemented with your consent
- services beginning within a reasonable time and ending when they are no longer needed or effective
- services even when you are unable (not unwilling) to pay (Ability to pay is determined by certain standard criteria.)
- another opinion regarding services provided (However, seeing someone outside of this setting is done at your own expense.)
- referrals to other competent professionals and sources of help as indicated by your service plan
- terminate service if your circumstances require it or you feel it is in your best interests, unless doing so puts you or others in grave danger
- resume service following termination.

II. Right to Refuse Services

You have a right to

- refuse any form of service or treatment unless it has been ordered by the court or in emergency situations when necessary to prevent harm to yourself and others
- refuse service with your primary clinician and request another practitioner in this setting or a referral to another setting
- be informed that without services, your situation may get worse
- refuse to be filmed or audiotaped without your written permission
- refuse to take part in research studies without your written permission.

III. Right to Confidentiality/Privacy

All information about you is understood to be confidential to protect your privacy. This information includes the fact that you have or have not received services. All professionals and other staff associated with this setting are obligated to preserve your privacy to the extent permitted by law. You have a right to

- determine the amount of information to be released, whether to or from anyone outside this setting, by signing a permission form
- sign a permission form to release information that is specific to each situation when information is to be released
- determine the length of time that information may be released and cancel your permission at any time (However, information may be released without your permission in a medical emergency to save lives, to prevent injury to yourself or others, or when required by law or ordered by the court.)

IV. Right to a Humane Mental and Physical Environment

You have a right to

- courtesy, respect, and professionalism from everyone involved in your service in this setting
- facilities that are comfortable and safe, promote dignity, ensure privacy, and contribute to positive outcomes of your service.

V. Right to Information

You have a right to verbal and written information about

- your rights, role, and responsibilities as a client in this setting
- your primary clinician's rights, role, and responsibilities in this setting
- what you can expect during your service process—appointments, costs, handling of emergencies, and other practices and procedures of this setting as they affect you
- any rights that are taken away and your right to a review of this action by requesting a Grievance Procedure
- your primary clinician's credentials and professional code of ethics
- means to contact your primary clinician in both emergency and nonemergency situations
- the name of and means to contact your primary clinician's supervisor
- procedures for reviewing your clinical records.

VI. Right to a Grievance Procedure

Any client or legal representative of a client may file a grievance as a formal notice of dissatisfaction regarding the operation of this service and the actions or omissions of staff. The state regulatory board or the practitioner's professional association also processes grievances. Information about how to contact these organizations can be provided upon request.

VII. Right to Receive Policy Changes

You have the right to receive any future policy changes secondary to changes in state and federal laws. This can be requested from the therapist at any time.

*Note: **Client Rights** is reproduced, with minor modifications, with permission from Douglas Gardens Community Mental Health Center, 701 Lincoln Road, Miami Beach, FL 33139.*

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 we 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, and the *NASW Code of Ethics*. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

HOW WE 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. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

For Payment. We may use and disclose PHI so that we 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, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations. We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we 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. For training or teaching purposes PHI will be disclosed only with your authorization.

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.

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As a social worker licensed in this state and as a member of the National Association of Social Workers, it is our 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. We 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. We may disclose your PHI pursuant to a subpoena (with your written consent), court order, administrative order or similar process.

Deceased Patients. We 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. We may use or disclose your PHI in a medical emergency situation to medical personnel only in order to prevent serious harm. Our staff 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. We 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, we 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 payers based on your prior consent) and peer review organizations performing utilization and quality control.

Law Enforcement. We 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. We 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, we 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. We 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.

Fundraising. We may send you fundraising communications at one time or another. You have the right to opt out of such fundraising communications with each solicitation you receive.

Verbal Permission. We 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 we have already made a use or disclosure based upon your authorization. The following uses and disclosures will be made only with your written authorization: (i) most uses and disclosures of psychotherapy notes which are separated from the rest of your medical record; (ii) most uses and disclosures of PHI for marketing purposes, including subsidized treatment communications; (iii) disclosures that constitute a sale of PHI; and (iv) other uses and disclosures not described in this Notice of Privacy Practices.

YOUR RIGHTS REGARDING YOUR PHI

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

- **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. We 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 we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. Please contact the Privacy Officer 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 we make of your PHI. We 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. We are 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, we are required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will

accommodate reasonable requests. We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you for an explanation of why you are making the request.

- **Breach Notification.** If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

COMPLAINTS

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with our office or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. We will not retaliate against you for filing a complaint.

Thank you

Thank you for your business. We are grateful that you've allowed us to serve you. We know that you have options when it comes to counseling and educational services, and we want to always make sure we're always your best choice. Whether you have a question or concern about scheduling, follow up, or the services you are receiving, I look forward to hearing from you directly. Questions and concerns are handled quickly and personally by Jeanne Doe Dukes. We take pride in always providing the best customer service for clients.