

To new clients:

This packet includes information about me and forms for you to fill out and bring with you to our session.

The *Disclosure Statement* outlines my policies regarding financial matters, confidentiality of information, and other administrative issues.

The *Communications Policy* describes appropriate methods of communication with me.

The *Communication by Email, Text Message, and Other Non-Secure Means* form allows you to give your consent for non-secure methods of communication if you desire.

The *Credit Card Authorization Form* provides me with a backup form of payment in the event of a missed appointment or absence of payment at the time of session.

The *Intake Form* provides me with your basic identifying and contact information.

The *Acknowledgement of Receipt of Notice of Privacy Practices (one page)* asserts that you have received the *Notice of Privacy Practices* (the last three pages of this document).

I look forward to meeting with you.

Shelly Tiemeyer, MA, LICSW
Licensed Social Worker

Checklist for completing paperwork:

- Please print your name in the space provided on this page.
- Read my **Disclosure Statement**. Sign and date.
- Read the **Communications Policy**.
- Read the **Communication by E-mail, Text Message, and Other Non-Secure Means** form and sign if you agree.
- Complete, sign, and date the **Credit Card Authorization Form**.
- Complete your **Intake Form**.
- Please sign the **Acknowledgement of Receipt of Notice of Privacy Practices**.
- Read through the **Notice of Privacy Practices** regarding your therapy.

Disclosure Statement

Contact Information:

Addresses: 444 NE Ravenna Blvd., Suite 301, Seattle, WA 98115
PO Box 1191, Bothell, WA 98041 (mailing address)
Phone: 206.359.0714
Email: shelly@blueharborcounseling.com

Washington State License #LW60398263

Training and Degree: I received my Bachelors in Social Work in 1991 from Wichita State University in Wichita, KS. For three years I offered support, counsel, and education to people with epilepsy and their families. After that, I worked for eight years for an organization that helped people start and run support groups. I received my Masters in Social Work from the University of Kansas in 1997. I continued to work with support groups as well as help people with severe mental illness run nonprofit organizations that provided services for people with mental illness. I received my Masters in Counseling and Spiritual Direction Certificate from The Seattle School of Theology and Psychology in May, 2004. During this time I did an internship at Seattle Pacific University where I worked with college students dealing with depression, anxiety, eating disorders, grief, abuse issues, and relational difficulties. I have been in private practice since 2005 and am currently a licensed social worker in the state of Washington.

Counseling Orientation:

Our relationship is the primary context for change. My role as a counselor is to create a safe space for you to discover and live out of your truest self. We will explore together the fears and obstacles stemming from the present and the past that keep you from relating to others in this way. Your ability to be open and honest with me will greatly enhance the effectiveness of your therapy. In addition, I believe that certain problems can have a physical component. In such cases, medical consultation will be advised. If at any point you have questions or concerns about our relationship or the direction of our work together, please feel free to address these with me.

Billing and Insurance Information:

The American Medical Association has established standards for the length of psychotherapy sessions. I have tailored my fees to these standards:

	Individual	Couple/Family
50-minute session:	\$125	\$135
80-minute session:	\$165	\$175

Your regular fee will be charged, on a prorated basis, for any additional professional services rendered at your request, such as phone contacts over 5 minutes and consultations with other professionals. Court time and related preparation will be billed at the rate of \$180 per hour, including travel time. Fees are adjusted annually on January 1 and will not increase more than \$10 per year. I accept cash, personal checks (made out to Shelly Tiemeyer or Blue Harbor Counseling), and credit cards (see below). Payments are to be made at the beginning of each session.

Credit Card Authorization and Purpose: This authorization applies in the event that you forget to bring cash, check or a credit card to your session OR you fail to give adequate notice by phone of missing an appointment. In such a case you are authorizing me to charge your credit card for any therapy related fees.

Missed Appointments / Cancellations: You will be charged for a missed or cancelled appointment if you have not provided a minimum notice of **24 hours**. To notify me, you may speak to me directly, leave me a voice mail, send an E-mail, or text. You may consider having a phone or video appointment with me, if you are able, to use your scheduled appointment time. Or you can re-schedule our appointment to another time that week in order to avoid the late cancellation fee.

Inclement Weather: I will make reasonable and safe efforts to make it to the office in case of inclement weather (e.g., snow). If I make it to the office, I will assume that our appointment will be held. If you are unable to attend in person, you may consider keeping your appointment by phone or video call.

Insurance and Third Party Payments: I am an in-network provider for Premera, Regence, Blue Cross/Blue Shield, First Choice, Group Health, and Value Options. For all other insurance companies, I am covered as an out-of-network provider. I do not file these insurance claims for you or receive direct insurance payments. If you wish to use your insurance to cover me as an out-of-network provider, you must arrange for the provider to reimburse you directly. You are responsible for obtaining and filling out any appropriate paperwork and submitting it to your provider. I will be glad to provide information that the insurance company deems necessary. **Note: Insurance and other third party payers will not pay for missed appointments. Complete payment for services rendered and missed appointments is your responsibility.**

Choosing a Counselor: You have the right to choose a counselor who best suits your needs and purposes. You may seek a second opinion from another mental health practitioner, and you may terminate therapy at any time. In the event that you elect to end our time together, I strongly recommend a minimum of one final meeting to discuss your progress and your goals for the future (see "Termination of Treatment" below).

Intake Process / Initial Consultation Services: During the intake process, I will explore with you the nature of your concerns and will determine whether I can work with the problem as presented or a referral to another clinician would be more appropriate.

Confidentiality: There is a legal privilege in the state of Washington protecting the confidentiality of the information that you share with me. As a professional, I can assure you that I strive to maintain the strictest ethical standards of confidentiality.

There are legal **exceptions** to confidentiality. The following situations are those in which the information you have shared with me may be shared with others:

- 1) The Uniform Health Care Information Act may provide for disclosure of information to another health care provider who is serving you.
- 2) You may give written permission to share confidential information. If you wish to disclose to a third party, you must sign a *consent to release* form.

- 3) If you reveal that you are contemplating, planning, or have acted out a crime, I must report this.
- 4) If you are a minor, I may discuss with your parents or guardians some of the information from counseling. If you are a minor and a victim of a crime, I may testify at an inquiry concerning the crime.
- 5) If you and your spouse are both seeing me for marriage counseling, I may, at my discretion, discuss information with your spouse that you have revealed to me, unless you specifically indicate that certain information is confidential.
- 6) If you reveal that a child or adult has suffered abuse or neglect, I have an obligation (as do all professionals) to report this information.
- 7) If information you have revealed to me is subpoenaed, disclosure may be required by law.
- 8) As required under chapter 26.44 RCW.

When it is possible, we will discuss any exceptions to confidentiality as they arise.

Clinical Consultation: I regularly engage in clinical consultation, the goal of which is to increase my skills and improve my service to you. This allows me to gain other perspectives and ideas that may help you reach your goals. These consultations are obtained in such a way that confidentiality is maintained.

State Information: Counselors practicing counseling for a fee must be registered or licensed with the department of health for the protection of the public health and safety. Licensing of an individual with the department does not include recognition of any practice standards, nor does it necessarily imply the effectiveness of any treatment.

The purpose of the Counselor Credentialing Act (Chapter 18.19 RCW) is a) to provide protection for public health and safety and b) to empower the citizens of the State of Washington by providing a complaint process against counselors who would commit acts of unprofessional conduct. If you believe that I have been unethical in our work and still believe so after discussing your concern with me, you may contact the state:

Department of Health—Counselor Programs
P.O. Box 47869
Olympia, WA 98504-7869
360.664.9098

Scheduling Appointments: I meet with clients weekly, more frequently if desired. Weekly appointments greatly enhance the effectiveness of treatment.

Termination of Treatment: You may terminate treatment at any time without legal or financial obligation beyond payment for services already rendered and unpaid missed appointments. Please give a minimum of one week's notice. It is expected that we will discuss the prospect of termination so that both parties will be clear about any details that might need attention as part of the termination process. If you fail to schedule a future appointment, cancel a scheduled appointment, or fail to keep a scheduled appointment, and you do not contact me within 30 days of the date of last recorded contact, it will be understood that you have terminated treatment. I shall have no further obligation to you once treatment has been terminated. Should you make contact with me at a later date requesting additional services, I may choose to see you on a

consultative basis, or I may recommend that you seek services elsewhere. I also may terminate the treatment if I determine the therapy process to be unproductive and/or if I determine that you would be better served by other health or mental health practitioners. I will provide 30 days notice of intent to terminate to allow you to make other treatment arrangements.

Thank you for your interest in counseling with me.

TREATMENT AGREEMENT

I have read and understand the information in this form. Further, I have read the written statement entitled "Notice of Privacy Practices Regarding Protected Health Information." If there is anything I do not understand, I can ask my counselor. I continue my consent to treatment according to the policies presented in this form. *A signed copy of this form is available on request.*

Client Signature _____ Date

Second Client Signature (if applicable) _____ Date

_____/_____
Responsible Party's Signature (for clients under 18) Relationship to Client _____ Date

Therapist Signature _____ Date

Communications Policy

CONTACTING ME

When you need to contact Shelly Tiemeyer for any reason, these are the most effective ways to get in touch in a reasonable amount of time:

By phone (206.359.0714): You may leave messages on voicemail, which is confidential. I will check these messages on a regular basis. Please limit your phone contacts to appointment scheduling and emergencies; barring prior arrangement, our work will take place face-to-face. There may be circumstances in which it is appropriate to conduct one or more scheduled sessions by phone. Unscheduled telephone conversations initiated by a client will result in a fee being charged on a prorated basis according to the client's established fee schedule.

By e-mail (shelly@blueharborcounseling.com): If you wish to communicate with me by normal email or normal text message, please read and complete the Communication by Email, Text Message, and Other Non-Secure Means form included with these office policies, as my e-mail is not secure. My e-mail address is available to simplify contacts from new clients, to facilitate scheduling of appointments, and to send files such as PDFs or other digital documents. However, e-mail is not a viable means of communicating other information to me. Please note that e-mails will be printed and placed in your file. I do not respond in depth to e-mails from clients. If you require urgent contact, you may choose to schedule a session sooner than your previously scheduled appointment time, if available.

Please refrain from making contact with me using social media messaging systems such as Facebook, Twitter, or LinkedIn. These methods have very poor security and I am not prepared to watch them closely for important messages from clients. It is important that we be able to communicate and also keep the confidential space that is vital to therapy. Please speak with me about any concerns you have regarding my preferred communication methods.

RESPONSE TIME

I may not be able to respond to your messages and calls immediately. For voicemails and other messages, you can expect a response within 48 hours (weekends are excepted from this timeframe). I may occasionally reply more quickly than that or on weekends, but please be aware that this will not always be possible.

Be aware that there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town.

EMERGENCY CONTACT

If you are ever experiencing an emergency, including a mental health crisis, please call:

- General Emergencies – 911
- Crisis Line (Snohomish County) – 425.258.4357 or 1.800.223.8145
- Crisis Line (King County) – 206.461.3222

If you need to contact me about an emergency, the best method is:

- By phone (206.359.0714).
- If you cannot reach me by phone, please leave a voicemail.

Please note that SMS (normal phone text messages) are not designed for emergency contact. SMS text messages occasionally get delayed and on rare occasions may be lost.

Communication by Email, Text Message, and Other Non-Secure Means

It may become useful during the course of treatment to communicate by email, text message (e.g. "SMS") or other electronic methods of communication. Be informed that these methods, in their typical form, are not confidential means of communication. If you use these methods to communicate with Shelly Tiemeyer, there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

- People in your home or other environments who can access your phone, computer, or other devices that you use to read and write messages
- Your employer, if you use your work email to communicate with Shelly Tiemeyer
- Third parties on the Internet such as server administrators and others who monitor Internet traffic

If there are people in your life that you don't want accessing these communications, please talk with Shelly Tiemeyer about ways to keep your communications safe and confidential.

CONSENT FOR TRANSMISSION OF PROTECTED HEALTH INFORMATION BY NON-SECURE MEANS

I consent to allow Shelly Tiemeyer to use unsecured email and mobile phone text messaging to transmit to me the following protected health information:

- Information related to the scheduling of meetings or other appointments
- Information related to billing and payment

I have been informed of the risks, including but not limited to my confidentiality in treatment, of transmitting my protected health information by unsecured means. I understand that I am not required to sign this agreement in order to receive treatment. I also understand that I may terminate this consent at any time.

Client Signature

Date

Second Client Signature (if applicable)

Date

Credit Card Payment Authorization Form

Sign and complete this form to authorize Blue Harbor Counseling, Inc. to debit your credit card as listed below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for therapeutic treatment fees accrued while in treatment with Blue Harbor Counseling, Inc., and does not provide authorization for any additional unrelated debits or credits to your account. Credit cards may be run in the event that you forget to bring cash, check or a valid credit card to your session. Credit cards will also be debited in the event that you fail to give adequate notice by phone of missing an appointment. A receipt of credit card processing will be sent to the email provided below or, if you choose, by text to your mobile device.

Please complete the information below:

I, _____, authorize Blue Harbor Counseling, Inc. to charge my credit
(full name; please print)

card account indicated below. Fees accrued for missed appointments or failure to provide payment at the time of service will be processed via credit card at the agreed upon counseling fee and charged 3.5% plus \$0.15 for keying in a credit card number. This is the exact same fee that I am charged by my credit card processing company. Using your credit card at time of service (via swipe) will incur a charge of 2.75%.

Billing Address _____ Phone # _____
City, State, Zip _____ Email _____

Account Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover
Cardholder Name _____
Account Number _____
Expiration Date _____
CVV2 (3 digit number on back of Visa/MC/Discover, 4 digits on front of AMEX) _____

authorize Blue Harbor Counseling, Inc. to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amounts indicated above only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

SIGNATURE _____ DATE _____

Intake Form

Date _____ Last Name _____ First Name(s) _____

Address _____ City _____ State _____ Zip _____

Do I have permission to send mail to this address? Y / N

E-mail Address _____ Do I have permission to e-mail you? Y / N

Telephone: Home _____ Cell _____ Work _____

Male Female Couple Date of Birth ___/___/___ (Partner DOB ___/___/___)

Is it acceptable to contact you at home by phone? Y / N By cell phone? Y / N

If none of the above options is acceptable, how may I contact you? _____

How did you hear of me? If you found me on the web, through what site?

Please describe the particular issue that has brought you to counseling.

What hopes do you have for counseling?

Are you currently under medical care? If yes, please explain/describe:

Do you have health concerns at this time? If yes, please describe:

Are you currently taking prescribed medications? Y / N Please explain/describe:

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

By my signature below I, _____, acknowledge that I received a copy of the Notice of Privacy Practices for Shelly Tiemeyer.

Signature of Client (or Legal Guardian): _____ Date: _____

Signature of Client (or Legal Guardian): _____ Date: _____

If a personal representative signs this acknowledgement on behalf of the client, please complete the following:

Name of Personal Representative: _____

Relationship to Client: _____

FOR OFFICE USE ONLY

I attempted to obtain written acknowledgement of receipt of our Notice of Privacy Practices, but acknowledgement could not be obtained because:

Individual refused to sign

Communication barriers prohibited obtaining the acknowledgement

An emergency situation prevented us from obtaining acknowledgement

Other (Please specify)-

This form does not constitute legal advice.

NOTICE OF PRIVACY PRACTICES INTRODUCTION

The privacy of your health information is important to me. I will not disclose your health information to others unless you tell me to do so, or unless the law authorizes or requires me to do so.

A federal law, the Health Insurance Portability and Accountability Act, commonly known as HIPAA, requires that I inform you about how I may use information that is gathered in order to provide health care services to you. As part of this process, I am required to provide you with the attached Notice of Privacy Practices and to request that you sign an acknowledgement that you received it. The Notice describes how I may use and disclose your protected health information to carry out treatment, payment, or health care operations, and for other purposes that are permitted or required by law. This Notice also describes your rights regarding the health information I maintain about you and a brief description of how you may exercise these rights.

NOTICE OF PRIVACY PRACTICES

(effective January 30, 2013)

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

I. IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).

By law I am required to insure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why, and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice; PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I 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, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time as permitted by law. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it in my office and on my website. You may also request a copy of this Notice from me, or you can view a copy of it in my office or on my website, which is located at www.blueharborcounseling.com.

II. HOW I WILL USE AND DISCLOSE YOUR PHI.

I will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

A. USES AND DISCLOSURES RELATED TO TREATMENT, PAYMENT, OR HEALTH CARE OPERATIONS DO NOT REQUIRE YOUR PRIOR WRITTEN CONSENT. I may use and disclose your PHI without your consent for the following reasons:

1. **For treatment.** I can use your PHI within my practice to provide you with mental health treatment, including discussing or sharing your PHI with my trainees and interns. I 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 a psychiatrist is treating you, I may disclose your PHI to her/him in order to coordinate your care.
2. **For health care operations.** I may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - I might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. I may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that I am in compliance with applicable laws.
3. **To obtain payment for treatment.** I may use and disclose your PHI to bill and collect payment for the treatment and services I provided you. Example: I might send your PHI to your insurance company or health plan in order to get payment for the health care services that I have provided to you. I could also provide your PHI to business associates, such as billing companies, claims processing companies, and others that process health care claims for my office.
4. **Other disclosures.** Examples: Your consent isn't required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) but I think that you would consent to such treatment if you could, I may disclose your PHI.

B. CERTAIN OTHER USES AND DISCLOSURES DO NOT REQUIRE YOUR CONSENT. I may use and/or disclose your PHI without your consent or authorization for the following reasons:

1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Example: I may make a disclosure to the appropriate officials when a law requires me to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.
3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.
4. If disclosure is compelled by the patient or the patient's representative pursuant to Washington health and safety codes or to corresponding federal statutes of regulations, such as the Privacy Rule that requires this Notice.

5. To avoid harm. I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public (i.e., adverse reaction to meds).
6. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.
7. If disclosure is mandated by Washington child abuse and neglect reporting laws. For example, if I have a reasonable suspicion of child abuse or neglect.
8. If disclosure is mandated by Washington elder/dependent adult abuse reporting laws. For example, if I have a reasonable suspicion of elder abuse or dependent adult abuse.
9. If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.
10. For public health activities. Example: In the event of your death, if a disclosure is permitted or compelled, I may need to give the county coroner information about you.
11. For health oversight activities. Example: I may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.
12. For specific government functions. Examples: I may disclose PHI of military personnel and veterans under certain circumstances. Also, I may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.
13. For research purposes. In certain circumstances, I may provide PHI in order to conduct medical research.
14. For Workers' Compensation purposes. I may provide PHI in order to comply with Workers' Compensation laws.
15. Appointment reminders and health related benefits or services. Examples: I may use PHI to provide appointment reminders. I may use PHI to give you information about alternative treatment options, or other health care services or benefits I offer.
16. 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.
17. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations.
18. If disclosure is otherwise specifically required by law.

C. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

D. OTHER USES AND DISCLOSURES REQUIRE YOUR PRIOR WRITTEN AUTHORIZATION.

In any other situation not described in Sections IIA, IIB, and IIC above, I will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I haven't taken any action subsequent to the original authorization) of your PHI by me.

III. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

These are your rights with respect to your PHI:

A. THE RIGHT TO SEE AND GET COPIES OF YOUR PHI.

In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed.

If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I 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.

B. THE RIGHT TO REQUEST LIMITS ON USES AND DISCLOSURES OF YOUR PHI.

You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

C. THE RIGHT TO CHOOSE HOW I SEND 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). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

D. THE RIGHT TO GET A LIST OF THE DISCLOSURES I HAVE MADE.

You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, 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, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.

E. 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 I 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 my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My 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 my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the change(s) to your PHI.

F. 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.

IV. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with the person listed in Section V below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

V. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at: Shelly Tiemeyer, PO Box 1191, Bothell, WA 98041 / 206.359.0714 / shelly@blueharborcounseling.com.

VI. NOTIFICATIONS OF BREACHES

In the case of a breach, Shelly Tiemeyer requires to notify each affected individual whose unsecured PHI has been compromised. Even if such a breach was caused by a business associate, Shelly Tiemeyer is ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. Shelly Tiemeyer bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

VII. PHI AFTER DEATH

Generally, PHI excludes any health information of a person who has been deceased for more than 50 years after the date of death. Shelly Tiemeyer may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

VIII. INDIVIDUALS' RIGHT TO RESTRICT DISCLOSURES; RIGHT OF ACCESS

To implement the 2013 HITECH Act, the Privacy Rule is amended such that Shelly Tiemeyer is required to restrict the disclosure of PHI about you, the patient, to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which you have paid the covered entity in full. (OCR clarifies that the adopted provisions do not require that covered healthcare providers create separate medical records or otherwise segregate PHI subject to a restrict healthcare item or service; rather, providers need to employ a method to flag or note restrictions of PHI to ensure that such PHI is not inadvertently sent or made accessible to a health plan.)

The 2013 Amendments also adopt the proposal in the interim rule requiring Shelly Tiemeyer to provide you, the patient, a copy of PHI to any individual patient requesting it in electronic form. The electronic format must be provided to you if it is readily producible. OCR clarifies that Shelly Tiemeyer must provide you only with an electronic copy of their PHI, not direct access to their electronic health record systems. The 2013 Amendments also give you the right to direct Shelly Tiemeyer to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the amendments restrict the fees that Shelly Tiemeyer may charge you for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI (if any). Finally, the 2013 Amendments modify the timeliness requirement for right of access, from up to 90 days currently permitted to 30 days, with a one-time extension of 30 additional days.

IX. NOTICE OF PRIVACY PRACTICES

Shelly Tiemeyer's Notice of Privacy Practices must contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization by you, and you have the right to be notified in case of a breach of unsecured PHI.

X. EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on January 30, 2013.