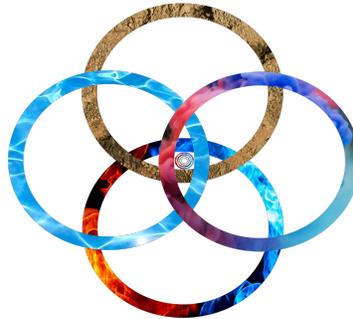


Orion Crook, MA, LPC

OrionPsychotherapy.org
OrionPsychotherapy@gmail.com
404.500.6102

Licensed Professional Counselor

1450 Ralph David Abernathy
Blvd SW, Suite 308
Atlanta, GA 30310



Information, Authorization and Consent to Treatment Form

Welcome

This statement is designed to provide you with an overview of the professional relationship that we will establish. Provision of the following information and written acknowledgement of its receipt are required by Georgia state law. I welcome the opportunity to discuss any questions or concerns you may have regarding this agreement or my services.

Counselors practicing counseling for a fee must be licensed with the Georgia Composite Board of Professional Counselors, Social Workers & Marriage and Family Therapists for the protection of the public health and safety. Licensure of an individual with the department does not include recognition of any practice standards, nor necessarily implies the effectiveness of any treatment.

My Training and Approach to Therapy

My educational foundation is a Master of Arts degree in psychology from the University of West Georgia. My training covers a wide range of theory and techniques, with emphasis on the **Humanistic** approach to therapy and living. Some particulars that stood out in my studies are Gestalt, Existential and Experiential approaches in the therapeutic relationship. In my opinion, these all take a focus on what is present in the room and the experience of expression. I find that expression in most of its forms is an access point that can help us explore who you are and what you are trying to create in life.

Some people come to therapy to deal with an immediate problem. Then they go on with their lives. Others want to explore in depth spiritual and emotional growth. In the therapy process we talk about life in a way that is different from everyday conversations. We connect with meanings underneath the circumstances and begin to notice patterns. The therapy process creates a container for awareness, and hopefully a safe space to let something new happen. I invite you to be an **active participant** in helping me to understand you and your concerns, as well as letting me know if there is anything occurring in the session that causes you distress. **Please feel free to repeat things, and let me know when I am not getting something you said.**

What we explore is often up to you, and I may provide feedback, support, or probing questions. Sometimes I find myself feeling like everything has meaning, and above all the way you feel in the world or the world makes you feel is real and important in our work. I utilize a **person-centered approach**, which means that our sessions will start with you and your needs. Together, we will explore what brought you to therapy and see where the conversation takes us. At first I will spend most my time listening deeply and reflecting what I hear. As we move on I may point out what I see, how I see you moving throughout the world, and begin to support you by providing some awareness. This component of our work together is directed at providing you with the tools and insights that will help you with your concerns and goals. As we continue I may ask that you take certain focuses between sessions, journaling, experimenting with your experiences or practicing a technique; in some ways I may assign "homework." This opportunity to explore and examine your experiences can lead to a clarity that enhances your insight and

ability to make healthy and necessary changes in your life. In this way, you learn to access, trust and use your own internal resources for well-being and health. You also learn to identify and reach for helpful resources and persons outside yourself.

An area of our work that might be different than what you would experience with some other therapists is an **expressive therapy approach**. We will discuss the things in your life that help you to express yourself, and we may even engage in them during the session. Art, music, fashion, movies, books, dancing, journaling are just the beginning of a list of activities that we may explore with therapeutic intent inside and outside of the office setting. Bringing the experiences that help you to express yourself into therapy will provide a dynamic way for you to unfold and for me to engage with you. I find that these may be a powerful tool in the realm of self-care and my hope is that I can deepen your relationship with something that is already rewarding and often therapeutic for you.

Another piece of my therapy practice is the availability of a **podcast** you can locate on most podcast forums at Encountering the Core. I also ask that you bring an **artifact** to each session. That can be anything from something that inspired you, to a journal entry, all the way to a keep sake memory. I big focus of my modality is the belief that when you do more than think about it more happens, so if you want more change take action through mantras, writing, arting, or crating about it.

As with any intervention however, there are also risks associated with counseling. First of all, **therapy is not an instant or even guaranteed cure. Secondly, risks can include experiencing uncomfortable levels of feelings like sadness, anger and anxiety.** Some changes can lead to what seem to be worsening circumstances or even losses. Moreover, the risks and challenges of therapy often lead to benefits. I will be working to support you through the challenges of change and look forward to helping you move toward the benefits and goals you seek in counseling. I appreciate your courage in considering counseling and taking a step in an intentional direction.

I do not work with clients whom, in my professional opinion, I cannot help using the resources and techniques I have available. If that is the case, I will give you some referrals that will be a better fit for you. As part of my private practice I travel twice a year for about 6 weeks at a time and **see my clients remotely**. If you do not feel that this is an adequate fit for what you are seeking than please do not seek services with Orion Psychotherapy.

Consultation

I consult with Annie Kelahan who can be reached at 404.564.5132 or Annie.kelahan@gmail.com and Cristiana Valenti @ cdvalenti16@gmail.com. I will consult (talk) with these individuals and other fellow peers about your treatment. During these consultations, neither your last name nor other unique identifying information will be used. These other persons are also required by professional ethics to keep your information confidential. In the case of my death or major medical incapacitation, all of my records will be accessed by Cristiana Valenti, LPC.

What You Should Know about Confidentiality in Therapy

I will treat what you tell me delicately. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy of what we talk about – in other words, the “confidentiality” of therapy. But I cannot promise that everything you tell me will *never* be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a “secret” that I cannot keep secret. We can discuss any questions you might have.

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

- i. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
- ii. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- iii. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- iv. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. To “abuse” means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to

your lawyer.

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

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

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

1. I may sometimes consult (talk) with another professional about your treatment. During these consultations, neither your last name nor other unique identifying information will be used. This other person is also required by professional ethics to keep your information confidential.
2. Likewise, when I am out of town or unavailable, another therapist will be available to help my clients. I must give him or her some information about my clients, like you.
3. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

4. Finally, here are a few other points:

a. To increase the effectiveness of my work, I at times may have a colleague join me as a co-therapist for one or more of our sessions. Or I may be training and intern. **I will seek in advance your specific permission to have a co-therapist or intern join us.** I may also record a session to play in consultation. Again, I will seek in advance your specific permission to record a session.

b. If you want me to send information about our therapy to someone else, you must sign a “**consent to release information**” form. I have copies which you can see so you will know what is involved.

- i. If you have been referred directly to me by someone else, I may, as a good business practice, acknowledge to them that you have contacted me and thank them for the referral. I will not discuss your situation with them unless I have your written permission.

c. Confidentiality also extends to situations where I may **see you in a public place** (restaurant, store, business event, office building, etc.). I am required to keep your identity as my client private. I will not address you in public unless you speak to me first and if you approach me to talk I will not disclose where I know you from. If I am with other people, I will not introduce you to them to further protect your privacy as a client. Similarly, **I will decline invitations to connect on social networking websites. Please know that it is possible we may have outside of the office engagements due to the small nature of minority communities, and that if we run into each other we will process it the following session.**

d. Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court. If you should choose to communicate with me via email, confidentiality cannot be guaranteed and information may be accessible to others.

e. In **working with children (or adolescents under 18)**, legally the parent(s) or legal guardian(s) of the child are the client and confidentiality lies with the client; in order to establish and preserve the essential relationship and setting for a child's therapy, I honor what the child does or says in our sessions as confidential while providing parents and/or legal guardians summaries of treatment goals, plans and progress as well as recommendations. Of course, the exceptions above about dangerousness to self or others apply here also.

INFORMATION, AUTHORIZATION, & CONSENT TO TELEMENTAL HEALTH

Thank you so much for choosing the services that we provide. This section is designed to inform you about what you can expect from us regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to TeleMental Health. TeleMental Health is defined as follows:

“TeleMental Health means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. TeleMental Health facilitates client self-management and support for clients and

includes synchronous interactions and asynchronous store and forward transfers.” (Georgia Code 135-11-.01)

TeleMental Health is a relatively new concept despite the fact that many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of TeleMental Health services in order to provide you with the highest level of care. Therefore, Orion Crook, LPC has completed specialized training in TeleMental Health. We have also developed several policies and protective measures to assure your PHI remains confidential. These are discussed below.

The Different Forms of Technology-Assisted Media Explained

Therapy via Landline or Cell phones:

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call occurred. However, we realize that most people have and utilize a cell phone. We may also use a cell phone to contact you, typically only for purposes of setting up an appointment if needed. Additionally, your therapist may keep your phone number in his/her cell phone, but it will be listed by your initials only and his/her phone is password protected. If this is a problem, please let your therapist know, and you they will be glad to discuss other options. Telephone conversations (other than just setting up appointments) are billed at your therapist's hourly rate.

Text Messaging:

Text messaging is not a secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to text because it is a quick way to convey information. **Nonetheless, please know that it is our policy to utilize this means of communication strictly for appointment confirmations.** Please do not bring up any therapeutic content via text to prevent compromising your confidentiality. We also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., password protected). Additionally, text messaging (other than setting up appointments) can be billed at your therapist's hourly rate for the time they spends reading and responding to them. This is typically done in 15 minute intervals.

Email:

Email is not a secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to email because it is a quick way to convey information. **Nonetheless, please know that it is our policy to utilize this means of communication strictly for appointment confirmations.** Please do not bring up any therapeutic content via email to prevent compromising your confidentiality. You also need to know that we are required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy.

We also strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). Email is billed at your therapist's hourly rate for the time they spend reading and responding to them. If you are in a crisis, please do not communicate this to us via email because we may not see it in a timely matter. Instead, please see below under "Emergency Procedures." Finally, you also need to know that we are required to keep a copy or summary of all email as part of your clinical record that address anything related to therapy.

Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc:

It is our policy not to accept "friend" or "connection" requests from any current or former client on any of our therapist's **personal** social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of your relationship.

However, Orion Psychotherapy has a **professional** Instagram page @Tar.Project. You are welcome to "follow" us on any of these **professional** pages where we post therapeutic content. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Orion Psychotherapy's TAR Project. Please refrain from making contact with us using social media messaging systems such as Instagram. These methods have insufficient security, and we do not watch them closely. We would not want to miss an important message from you.

Video Conferencing (VC):

Video Conferencing is an option for your therapist to conduct remote sessions with you over the internet where you may speak to one another as well as see one another on a screen. We utilize the website [Doxy.me](https://doxy.me). This VC platform is encrypted to the federal standard, HIPAA compatible, and has signed a HIPAA Business Associate Agreement (BAA). The BAA means that Doxy.me is willing to attest to HIPAA compliance and assumes responsibility for keeping your VC interaction secure and confidential. If you and your therapist choose to utilize this technology, your therapist will give you detailed directions regarding how to log-in securely. We also ask that you please sign on to the platform at least five minutes prior to your session time to

ensure you and your therapist get started promptly. Additionally, you are responsible for initiating the connection with your therapist at the time of your appointment.

We strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).

Electronic Transfer of PHI for Certain Credit Card Transactions:

We utilize Square as the company that processes your credit card information. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card at our facility, the date you used it, and the amount that was charged. This notification is usually set up two different ways - either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit card-holder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit-card bill.

Your Responsibilities for Confidentiality & TeleMental Health:

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any TeleMental Health sessions.

Communication Response Time:

I'm required to make sure that you're aware that I'm located in the Southeast and we abide by Eastern Standard Time. Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers nor are we available at all times. If at any time this does not feel like sufficient support, please inform your therapist, and they can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will return phone calls or text within 24 hours if possible. However, we do not return any form of communication on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

In Case of an Emergency

If you have a mental health emergency, we encourage you not to wait for communication back from your therapist, but do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225
- Call Ridgeview Institute at 770.434.4567
- Call Peachford Hospital at 770.454.5589
- Call Lifeline at (800) 273-8255 (National Crisis Line)
- Call 911.
- Go to the emergency room of your choice.

Emergency Procedures Specific to TeleMental Health Services

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

You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, we may determine that you need a higher level of care and TeleMental Health services are not appropriate.

We require an Emergency Contact Person (ECP) who we may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or we will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or we determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand we will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: _____ Phone: _____

You agree to inform your therapist of the address where you are at the beginning of every TeleMental Health session.

You agree to inform your therapist of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a TeleMental Health session). Please list this hospital and contact number here (otherwise I will default to Ridgeview):

Hospital: _____ Phone: _____

In Case of Technology Failure:

During a TeleMental Health session, you and your therapist could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. Please make sure you have a phone with you, and your therapist has that phone number. If you and your therapist get disconnected from a video conferencing or chat session, end and restart the session. If you are unable to reconnect within five minutes, please call your therapist. If you and your therapist are on a phone session and you get disconnected, please call your therapist back or contact them to schedule another session.

Structure and Cost of Sessions:

At Orion Psychotherapy we offer primarily face-to-face counseling. However, based on your ability to make in-person sessions and Covid regulations, your therapist may provide phone, text, or video conferencing if your treatment needs determine that TeleMental Health services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, TeleMental Health, or both. You and your therapist will discuss what is best for you.

The structure and cost of TeleMental Health sessions are exactly the same as face-to-face sessions. Texting and emails are billed at your therapist's hourly rate in 15 minute intervals for the time they spend reading and responding. We require a credit card ahead of time for TeleMental Health therapy for ease of billing. **This includes any therapeutic interaction other than setting up appointments.** The receipt of payment & services completed may also be used as a statement for insurance if applicable to you.

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, many do not cover TeleMental Health services. Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for TeleMental Health services. As stated above, we will be glad to provide you with a statement for your insurance company and to assist you with any questions you may have in this area.

You are also responsible for the cost of any technology you may use at your own location. This includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc.

Limitations of TeleMental Health Therapy Services:

TeleMental Health services should not be viewed as a complete substitute for therapy conducted in our office, unless there are extreme circumstances that prevent you from attending therapy in person. It is an alternative form of therapy or adjunct therapy, and it involves limitations. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, your therapist might not see a tear in your eye. Or, if audio quality is lacking, they might not hear the crack in your voice that they could have easily picked up if you were in our office.

There may also be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction.

Please know that we have the utmost respect and positive regard for you and your wellbeing. We would never do or say anything intentionally to hurt you in any way, and we strongly encourage you to let your therapist know if something they have done or said upset you. We invite you to keep the communication with your therapist open at all times to reduce any possible harm.

Face-to Face Requirement:

If you and your therapist agree that TeleMental Health services are the **primary** way that you and your therapist choose to conduct sessions, **we require one face-to-face meeting at the onset of treatment.** We prefer for this initial meeting to take place in our office. If that is not possible, we can utilize video conferencing as described above.

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that we are open to any feelings or thoughts you have about these and other modalities of communication and treatment. You and your therapist will ultimately determine which modes of communication are best for you. However, you may withdraw your authorization to use any of these services at any time during the course of your treatment just by notifying us in writing. Please print, date, and sign your name below indicating that you have read and understand the contents of this form, you agree to these policies, and you are authorizing us to utilize the TeleMental Health methods discussed.

Appointments and Fees

Appointments are usually scheduled once or twice a week. Individual sessions last for 50 minutes. **It is often that I take a few off the beginning and at the end.** When I see couples or families the session will often be 1.5-2 hours long. One session hour lasts 50 minutes, so a 2- hour session would last for 100 minutes. **If you are unable to attend a scheduled session, please call to cancel or reschedule at least 24 hours in advance of your appointment to avoid being charged for the visit. If you miss a**

session I have the right to bill your credit card directly, I will try to let you know but can not guarantee this will happen. It is very important for you to know if you are using Out of Network Insurance reimbursement they will not reimburse for a missed session. If there is a true, unavoidable emergency or serious or contagious illness, please call as soon as possible and I will work with you to reschedule and you may request waiver of the 24 hour policy.

My standard fee is \$170 per 50 minute session, although it may be adjusted on a sliding scale, if requested. The sliding scale is dependent upon gross household income and family size. The fee you will be charged is discussed and set during our first session. **It may be renegotiated later in treatment depending on changes in your financial status.** Changes in fees will be made only after a discussion with you has taken place at least one session before the change is to be implemented. This fee is standard regardless of the number of people attending the session. I do not often do phone sessions, but can if it is determined to be beneficial for you. I would ask that this is kept to a minimum and that we discuss this before we agree to a phone session.

Payment must be made at the beginning of each session unless we specifically agree on another payment schedule. **I accept checks (paid to Orion Psychotherapy or Orion Crook), cash, Venmo/CashApp @/\$OrionCrook, Visa, MasterCard, American Express or Discover. Due to credit card fees I will charge an extra \$3 to partially cover the fee I am charged.** A \$30.00 fee per check will be charged for returned checks. A finance charge of 1.5% per month or \$2.00 minimum, whichever is greater, will be assessed on balances outstanding over 30 days, unless we have made other arrangements in advance of you incurring a debt to me. In any case where a bill is accumulated, we will have a written agreement regarding a payment schedule.

I cannot take any insurance. I will offer a supporting documentation if your insurance covers "out of network" therapeutic services coverage and tend to ask for a 5 dollar increase per session to cover the extra time. Please know insurance companies often require a diagnosis for reimbursement. Confidentiality cannot be guaranteed by your therapist once information is given to insurance companies.

If I am doing work related to your treatment that is outside the bounds of our scheduled counseling, **you will be billed on an hourly basis for all the time I spend on your case.** This includes travel time to another location (such as the hospital, your home, an attorney's office, or another setting), meeting with other professionals regarding your case, writing reports, preparation time, etc. My hourly fee for this type of work is the same as the fee you are charged for your therapy session.

My number is 404.500.6102. I check my voicemail at regular intervals throughout the day. If there is an emergency, and you are unable to reach me and are not responded to by one of my colleagues, and remain in urgent need of help, call **Fulton County Crisis at 404.730.1600, Dekalb County Crisis at 404.892.4646,** or call **911.** If you are outside of this area, you may need to contact another local area crisis line or call 911 for immediate help.

You always have the right to request a change in treatment or to refuse therapy. It is important that what we do together meets your needs. If you believe you are not being helped, please tell me so that we can work through this difficulty together. If we are unable to do so, I will assist you in finding another therapist. **Although you are free to terminate therapy at any time, it is my request that you discuss your decision and reasons for termination at the beginning of a regularly scheduled session.** I consider it of therapeutic value to you that the counseling relationship be closed in a straightforward manner, ensuring that all counseling issues have been dealt with to the best of your and my abilities. I also request this to demonstrate the importance of establishing boundaries and closure for all parties, and to intentionally set aside the therapeutic relationship as a behavior different from those we habitually engage in. In any case, notice of termination will result in my scheduling other clients into your regularly scheduled time slot. If you cancel an appointment or miss an appointment without leaving notice of rescheduling with my voicemail, notice of termination will be assumed and your time slot will be given to the next available client. As well, you will owe to cost of the missed session. **Please know that all the art work left with Orion Psychotherapy will be the property of the organization and able to be sold, used, and shown by Orion Psychotherapy.**

Quality of Service

If you feel I have behaved in an unprofessional or unethical manner, please advise me so that the problem can be clarified and resolved. If you feel that this does not resolve the issue, you may contact one or all of the following:

Georgia State Dept of Licensing 237 Coliseum Drive Macon, GA 31217 478.207.1670

Committee on Ethics and Professional Practices 1717 "K" Street, N.W., Suite 407 Washington, DC 20006
202.429.1825

Please bear in mind that I am not able to give you legal advice. The signatures here show that we have each read, discussed, understand and agree to abide by the points presented above.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

A. **Permissible Uses and Disclosures Without Written Authorization** I may use and disclose Protected Health Information without written authorization, excluding Psychotherapy Notes, for certain purposes as described below.

1. **Treatment:** I may use and disclose PHI in order to provide treatment to clients.
2. **Payment:** I may use or disclose PHI so that services are appropriately billed to, and payment is collected from, health plans.
3. **Health Care Operations:** I may use and disclose PHI in connection with health care operations, including quality improvement activities, training programs, accreditation, certification, licensing or credentialing activities.
4. **Required or Permitted by Law:** I may use or disclose PHI when I am required or permitted to do so by law. For example, I may disclose PHI to appropriate authorities if I reasonably believe that a client is a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. In addition, I may disclose PHI to the extent necessary to avert a serious threat to the health or safety of a client or the health or safety of others. Other disclosures permitted or required by law include the following: disclosures for public health activities; health oversight activities including disclosures to state or federal agencies authorized to access PHI; disclosures to judicial and law enforcement officials in response to a court order or other lawful process; disclosures for research when approved by an institutional review board; and disclosures to military or national security agencies, coroners, medical examiners, and correctional institutions or otherwise as authorized by law.
5. **Records of Disclosure:** Records of disclosure of PHI without client authorization will be maintained in the case record as required by HIPAA standards. Records of disclosure will include:
 - A description of the information to be disclosed;
 - Who (individual or organization) is making the request;
 - Expiration date of the request;
 - A statement that the individual has the right to revoke the request;
 - A statement that information may be subject to re-disclosure by the receiving party;
 - Signature of the client or their representative and date;
 - If signed by a representative, a description of their authority to make the disclosure. Records of disclosure will be maintained for at least six years.

Uses and Disclosures Requiring Written Authorization

B. **Psychotherapy Notes:** Notes documenting the contents of a counseling session (“Psychotherapy Notes”) will not be used or disclosed without written client authorization.

C. **Marketing Communications:** I will not use health information for marketing communications without written authorization.

D. **Other Uses and Disclosures:** Uses and disclosures other than those described in Section A above will only be made with written client authorization. Clients may revoke such authorizations at any time.

My signature below indicates that I have received a copy of this information.

Client Name

Signature & Date

Therapist Name

Signature & Date