



Maui Counseling Group

**Consent for Services
and
Our Office Policies**

Welcome to the Maui Counseling Group (MCG). This document contains important information about our services and policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although this document is long and complex, it is very important that you understand it. When you agree to the terms of this document by signing our Master Signature Form, it will also represent an agreement between us. We can discuss any questions you have now or at any time in the future.

THERAPEUTIC SERVICES

Therapy is a professional relationship that works because of the expertise of the clinician, and the active participation of the client. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. Your therapist has corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Therapist Qualifications All of our doctors, counselors, and nurses at MCG are fully State licensed and qualified. We work hard to provide the best therapists we can for the community and offer scientifically supported Best-Practices treatments and approaches. Our clinicians are experienced in helping people, and understand laws and ethics regarding confidentiality and privacy.

Benefits and Risks Psychotherapy, also called counseling, has both benefits and risks. Psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems, as well as a decrease or elimination of psychological symptoms. There are years of scientifically validated studies on the effectiveness of psychotherapy, and we strive to use “Best Practice” approaches at MCG. But there are no guarantees about results. Success in therapy requires a very active effort on your part. In order to be most successful, clients need to follow their therapist’s recommendations for “homework” outside of sessions as well. Risks of psychotherapy may include experiencing uncomfortable feelings, such as sadness.

guilt, anxiety, anger, frustration, loneliness and helplessness. because the process of psychotherapy can involve discussing the unpleasant aspects of your life. Your counselor will go at your pace to make the process as productive and comfortable as possible.

Therapist Assignment and Evaluation Process We want you to be comfortable with your counselor, and understand that the “chemistry” between therapist and client is important. We assign you to a therapist who has experience and expertise in your areas of concern. Our staff is highly experienced in creating the right therapist “match” for new clients. We also take your requests for specific therapists into account, as well as the schedule and availability of the clinician. The first 2-4 sessions usually involve a comprehensive evaluation of your situation and needs. Throughout the evaluation, you will receive feedback from your therapist about what might most help you here. At that point, you and your therapist will create an initial treatment plan.

Choice of Therapist and Therapist Transfer Requests You should make your own decision about whether you feel comfortable working with your particular therapist. If you have questions or concerns about the process, these should be discussed with your therapist, clinic schedule clerk, or the Office Manager whenever they arise. Our therapists will NOT be hurt or upset if you request a transfer. On the other hand, sometimes it can be beneficial – and even therapeutic -- for you to process your concerns with your provider directly. If your doubts persist, we will be happy to arrange a transfer to a different therapist with expertise in your areas of concern.

APPOINTMENTS AND NO-SHOWS Psychotherapy appointments are usually 45-50 minutes in duration, once per week at an agreed-upon time, although some sessions may be more or less frequent as needed. Psychiatric visits regarding medications may have a different schedule. You are responsible for coming to your session on time: if you are late, your appointment will still need to end on time because others will be waiting for their appointments after yours. *The time scheduled for your appointment is assigned to you and you alone. Missed appointments are a cost to us, to you, and to other clients who could have been seen in the time set aside for you. If you are unable to keep your appointment, please give us 24 hours’ notice to avoid charges and to allow for rescheduling.* We reserve the right to charge for missed or late-cancelled appointments. We do our best to remind clients of their schedules appointments, but please plan your schedule accordingly.

Missed appointments will result in a \$50 fee charged to you. After your third missed appointment we reserve the right to discharge the client from MCG. Initial client visits will be charged \$100 for missed or late-canceled appointments. We reserve the right not to reschedule new client visits.

PROFESSIONAL FEES We have cash-pay fees as well as fees associated with insurance coverage. You are ultimately responsible for your bill, although we will bill your insurance if you have coverage. Many insurances have co-payments: we will discuss this with you based on your coverage.

INSURANCE In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, our billing service will assist you to the extent possible in filing claims and ascertaining information

about your coverage, but **you are responsible for knowing your coverage, including any yearly deductibles, and for letting us know if/when your coverage changes.**

If you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the client. Either amount is to be paid at the time of the visit. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, which must be paid by the client before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the insurance problems described above, unless prohibited by our provider contract.

Payment is required at the time services are rendered unless other arrangements have been made in advance. This includes applicable co-insurance and co-payments for participating insurance companies. Please note that failure to notify us of any changes or termination in your insurance could result in your claim being denied by the insurance company. MCG accepts cash, personal checks, and all major credit cards. There is a service charge of \$25 for returned checks.

If two therapy sessions are conducted without payment, future therapy sessions will be postponed until payment is made in full. We realize that people may have financial difficulties. Please communicate with our billing and collection staff so that they may assist in creating a payment plan with you.

If you refuse to pay your debt, we reserve the right to use an attorney or collection agency to secure payment. After 60 days (for cases without a payment plan), any unpaid balance will be charged 1.5% interest a month (18% APR). In the event that an account is overdue and turned over to our collection agency, the client or responsible party will be held responsible for any collection fee charged to our office to collect the debt owed. MGC reserves the right to release your name, address, telephone number, amount owed, and services provided to our collection agency, as is allowed by law to collect a healthcare-related debt.

Fees for Out-Of-Session Services In addition to weekly appointments, it is our policy to charge a fee on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last longer than 10 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of us.

If your insurance is an **HMO**, it is your responsibility to obtain prior authorizations for all office visits. MCG is not responsible for obtaining these authorizations, although we will assist if we can reasonably do so. If authorization is not obtained before each visit, MCG will collect the **full** charge for that visit on the day of the appointment.

Diagnostic Codes You should also be aware that most insurance companies require you to authorize us to provide them with a clinical diagnosis. Diagnoses are medical, technical terms that describe the nature of your symptoms, and whether they are short-term or long-term problems. Sometimes we have to provide insurance companies with additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company's files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We can provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that MCG can provide requested information to your carrier if you plan to pay with insurance.

If we are not a participating provider for your insurance plan, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, we will refer you to a colleague. If you pay by cash and do not use insurance coverage, we will not submit your information to an insurance company.

COURT INVOLVEMENT If at any time you anticipate becoming involved in a legal case that also involves your MCG therapist or staff member testifying on your behalf or providing copies of therapy records/PHI, we recommend that you discuss these issues fully with your attorney and therapist before you waive any rights to confidentiality.

In the event that you are entering treatment because you have been asked to obtain a psychological evaluation, it is important for you to know the difference between treatment and an evaluation, and to recognize that treatment is not a substitute for an evaluation. If you need an evaluation we will be happy to assist you to find a provider that offers this service. If you enter into treatment with MCG, you are agreeing to not involve us in legal/court proceedings or attempts to obtain records of treatment for legal/court proceedings when marital or family therapy has been unsuccessful at resolving disputes. This prevents misuse of your treatment for legal objectives. Our goal is to support you in achieving therapy goals, not to address legal issues that require an adversarial approach. In the event that an MCG staff member or therapist is called upon to participate in any litigation in which you are involved, and regardless of whether you are a current or former client at the time that we are called to participate, we will bill according to our special litigation rates. The time billed will include any time spent preparing for or attending that litigation, including but not limited to preparing testimony, conferences in person or by telephone with any attorneys, travel time, waiting time, testimony and/or deposition time (regardless of which side calls MCG to participate). Fees are unique to the situation but are usually double the professional rate plus travel, preparation, and wait time.

PROFESSIONAL RECORDS We are required to keep appropriate records of the psychological services that we provide. Your records are maintained in a secure location in the office. Your therapist keeps brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, general topics discussed, your medical, social, and treatment history, records received from other providers, copies of records sent to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them

with your therapist, or have them forwarded to another mental health professional to discuss the contents. If we refuse your request for access to your records, you have a right to have the decision reviewed by another mental health professional, which we will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY We respect your privacy and the confidentiality of your counseling sessions. Your successful therapy depends in part upon your developing a trusting relationship with your therapist, which involves protecting your privacy within the limits of the law. Our policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices posted in our office and provided to you in hard copy. Our general policy is to take all professional, ethical steps to protect client safety and privacy, and to comply with laws and regulations which require reporting of confidential information, such as when a person may be in danger. Please remember that you may ask questions at any time about confidentiality, privacy, or any other issue.

In-Person Contact Out of the Office Maui is a small town, and as such, you and your therapist may run into each other in the community. For many clients, this is not an issue. Other clients may feel uncomfortable seeing their therapist in the community. *In general, therapists will NOT acknowledge you in public in order to preserve your privacy – unless you make it clear directly to your therapist that you prefer personal acknowledgment* in the community.

Texts, Emails, Voice Messages, and Social Media We value your needs for confidentiality and your need for convenience. If you prefer text, email, or voice reminders of appointments, we will have you sign a permission form to do so. *Please note that we cannot guarantee the privacy nor confidentiality of such modes of communication.*

Each of our therapists vary somewhat in their own policies for interacting with clients outside of session, but in general, *contacts over 10 minutes, or multiple contacts per day adding up to more than 10 minutes daily, will incur a charge to you for the therapist's time. This includes texting and all other forms of communication.* We recommend that you use your in-person appointment times to have important conversations with your therapist. If you need more time with your therapist, we will be happy to set up additional appointment times.

Social Media Some therapists have their own professional social media accounts on Facebook or other sites. You are welcome to interact with their professional accounts if you prefer, but there is no expectation that you do so. In general, however, **we recommend you do NOT connect with your therapist via your personal social media accounts, to protect boundaries and privacy on both sides, and to ensure clear communication.** If you do attempt to “friend” or “follow” your therapist, please do not feel upset if your therapist does not reciprocate. *Therapy is a different kind of social relationship and these rules have been developed as part of our ethical and Best Practice approaches that will result in the best outcome for you.* Again, it is best if your relationship with your therapist be in person and in session, as much as is possible.

Review Sites “Yelp” and other review sites are not commonly used for psychotherapists and counselors because we are ethically unable to respond to reviews online. Accurate – or inaccurate – reviews may be posted by clients, but due to privacy concerns, we cannot respond to your particular statement, nor do we attempt to scan review sites for marketing purposes. If you have a concern or a

compliment for our office, please discuss these with our staff, your therapist, or fill out a Client Satisfaction form at the front desk. We take your feedback seriously and submit it for review when we have our national accreditation visits. You may complete the form anonymously if you prefer.

PARENTS & MINORS A parent who consents on a minor's behalf has the right to know the content of the child's treatment. The state of affairs changes when the minor reaches the age of majority (18). Until that time, the law will normally give the parent access to the child's treatment. An important aspect of treatment is to foster the child's autonomy/independence. Our therapists request that the sessions will be confidential in order to foster the client/therapist relationship, develop trust, and to expedite the therapeutic process. Such decisions to breach confidentiality have to do with safety, however, when deemed in the best interest of the client, the client and therapist will work together to discuss with the parent any pertinent information that the parent should know. A person who is 14 years or older must agree to receiving outpatient mental health services. We cannot force anyone into therapy, and are legally prohibited from providing therapy against the will of a person aged 14 years or older. In certain custody situations, we may be required to request legal permission from both parents for a child to participate in therapy.

CONTACTING YOUR THERAPIST Therapists are often in confidential sessions with clients and cannot immediately respond to calls. This allows the counselor to focus exclusively on the client during his/her appointment times. At these times, you may leave a message with the office staff or but it may take a day or two for a return call for non-urgent matters. If, for any number of unseen reasons, you do not hear from your therapist or are unable to reach your therapist, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, call 911 or proceed to the Emergency Room at Maui Memorial Medical Center. Your therapist will make every effort to inform you in advance of vacation times or needs to reschedule, and any clinicians covering in his/her absence. If you anticipate the need for additional support outside of your counseling sessions, please discuss this with your therapist so that arrangements can be made (such as additional sessions, crisis contact "Hot Line" phone numbers, etc.)

OTHER CLIENT RIGHTS If you are unhappy with your therapy, please discuss your concerns with your therapist. If you are still dissatisfied, please bring your concerns to the Office Manager. Such comments will be taken seriously and handled with care and respect. You have the right to file a written Client Grievance with the agency as well, which affords you an official review and response to your concerns. You may also request that we refer you to another therapist (either within MCG or another agency) and are free to end therapy at any time. You have the right to considerate, professionally competent, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about your therapist's specific training and experience, and receive satisfactory answers. You have the right to expect that MCG therapists will not have social or sexual relationships with clients or with former clients, as is dictated by our professional ethics and the law.

Thank you for reading this important information. Please sign your understanding of this information on our Master Signature Form. We look forward to helping you!



Maui Counseling Group

Notice of Privacy Practices

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This document describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

### **Our Duty to Safeguard Your Protected Health Information**

Individually identifiable information about your past, present, or future health or condition, the provision of health care to you, or payment for health care is considered Protected Health information (PHI). We are required to extend certain protections to your PHI, and to give you this Notice about our privacy practices that explains how, when and why we may use or disclose your PHI. Except in specified circumstances, we must use or disclose only the minimum necessary PHI to accomplish the intended purpose of the use or disclosure.

We are required to follow the privacy practices described in this Notice though we reserve the right to change our privacy practices and the terms of this Notice at any time.

You may request a copy of the new notice from Maui Counseling Group, which is a program of Aloha House, Inc. by mail, from:

Maui Counseling Group  
1787 Wili Pa Loop, #7  
Wailuku, HI 96793  
Or by phone at:  
(808) 249-2121

### **How We May Use and Disclose Your Protected Health Information**

We use and disclose Personal Health Information for a variety of reasons. We have a limited right to use and/or disclose your PHI for purposes of treatment, payment and for our quality assurance processes. For uses beyond that, we must have your written authorization unless the law permits or requires us to make the use or disclosure without your authorization. If we disclose your PHI to an outside entity in order for that entity to perform a function on our behalf we must have in place an agreement from the outside entity that it will extend the same degree of privacy protection to your information that we apply to your PHI. However, the law provides that we are permitted to make some uses/disclosures without your consent or authorization. The following describes and offers examples of our potential uses/disclosures of your PHI.

#### **Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations.**

Generally, we may use or disclose your PHI without your specific authorization as follows:

**For treatment:** We may disclose your PHI to doctors, nurses, and other health care personnel who are involved in providing your health care within our organization. For example, your PHI will be shared among members of your treatment team. Your PHI may also be shared with outside entities performing ancillary services relating to your treatment, such as lab work, pharmacies, or for consultation purposes, and/or community mental health agencies involved in the provision or coordination of your care. Further, we may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

**To obtain payment:** We may use/disclose your PHI in order to bill and collect payment for your health care services. For example, a bill may be sent to you or a third party payer. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, and treatment record.

**For health care operations:** We may use/disclose your PHI in the course of operating our treatment and other programs. For example, we may use your PHI in evaluating the quality of services provided, or disclose your PHI to our accountant or reviewer for audit purposes. Since we are an integrated system, we may disclose your PHI to designated staff in our other facilities, programs, or our central office for similar purposes. Release of your PHI to state agencies might also be necessary to determine your eligibility for publicly funded services.

**Appointment reminders:** Unless you provide us with alternative instructions, we may send appointment reminders and other similar materials to your home.

**Sign In Sheet:** We may use and disclose medical information about you by having you sign in when you arrive at our office. We may also call out your name when we are ready to see you.

**Business Associates:** There are some services provided in our organization through contacts with business associates. Examples include, transcription services, data transmission and storage services, management consultants, certain laboratory tests, and computer technicians. When these services are contracted, we may disclose your health information to our business associates so that they can perform the job we've asked them to do. So that your health information is protected, however, we require the business associate to appropriately safeguard your information per legal standards.

**Notification and Communication With Family:** We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.

**Marketing:** Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by this practice and tell you which health plans this practice participates in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, or tell you about government sponsored health programs. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your



medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

**Required by Law.** As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.

**Public Health.** We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.

**For research, audit or evaluation purposes:** In certain circumstances, we may disclose PHI for research, audit or evaluation purposes.

**Judicial and Administrative Proceedings.** We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.

**For specific government functions:** We may disclose PHI of military personnel and veterans in certain situations, to correctional facilities in certain situations, to government benefit programs relating to eligibility and enrollment, and for national security reasons, such as protection of the President. 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.

**Law Enforcement.** We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes.

**Coroners.** We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.

**Relating to decedents.** We may disclose PHI relating to an individual's death if state or federal law requires the information for collection of vital statistics or inquiry into cause of death.

**Public Safety.** We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

**Fundraising.** We may send you fundraising communications on occasion. You have the right to opt out of such fundraising communications at any time.

**Change of Ownership.** In the event that this practice is sold or merged with another organization, your health information/record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another physician or medical group.

**Breach Notification.** In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current e-mail address, we may use e-mail to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate.

#### **Uses and Disclosures of PHI Requiring Your Authorization**

For uses and disclosures beyond treatment, payment and operations purposes, and those required by law, we are required to have your written authorization, unless the use or disclosure falls within one of the exceptions described below. Authorizations can be revoked at any time to stop future uses/disclosures except to the extent that we have already undertaken an action in reliance upon your authorization.

**Psychotherapy notes:** are separated from the rest of your medical record and can only be released with your written authorization. We will not use or disclose your psychotherapy notes without your prior written authorization except for the following: 1) use by the originator of the notes for your treatment, 2) for training our staff, students and other trainees, 3) to defend ourselves if you sue us or bring some other legal proceeding, 4) if the law requires us to disclose the information to you or the Secretary of HHS or for some other reason, 5) in response to health oversight activities concerning your psychotherapist, 6) to avert a serious and imminent threat to health or safety, or 7) to the coroner or medical examiner after you die. To the extent you revoke an authorization to use or disclose your psychotherapy notes, we will stop using or disclosing these notes.

**Sale of Health Information.** We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.

#### **Your Rights Regarding Your Protected Health Information**

You have the following rights relating to your protected health information:

**To request restrictions on uses and disclosures:** You have the right to ask that we limit how we use or disclose your PHI. We will consider your request, but are not legally bound to agree to the restriction. To the extent that we do agree to any restrictions on our use/disclosure of your PHI, we will put the agreement in writing and abide by it except in emergency situations. We cannot agree to limit uses/disclosures that are required by law.

**To choose how we contact you:** You have the right to ask that we send you information at an alternative address or by an alternative means. We must agree to your request as long as it is reasonably easy for us to do so.

**To inspect and request a copy of your PHI:** Unless your access to your records is restricted for clear and documented treatment reasons, you have a right to see your protected health information upon your written request. We will respond to your request within 30 days. If we deny your access, we will give you written reasons for the denial and explain any right to have the denial reviewed. If you want copies of your PHI, a charge for copying may be imposed, depending on the number of pages. You have a right to choose what portions of your information you want copied and to have prior information on the cost of copying.

**To request amendment of your PHI:** If you believe that there is a mistake or missing information in our record of your PHI, you may request in writing, that we correct or add to the record. We will respond within 60 days of receiving your request. We may deny the request if we determine that the PHI is: (1) correct and complete: (2) not created by us

and/or not part of our records, or: (3) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial, along with any statement in response that you provide, appended to your PHI. If we approve the request for amendment, we will change the PHI and so inform you, and tell others that need to know about the change in the PHI.

**To find out what disclosures have been made:** You have a right to get a list of when, to whom, for what purpose, and what content of your PHI has been released other than instances of disclosure: for treatment, payment, and operations: to you; or pursuant to your written authorization. The list also will not include any disclosures made for national security purposes, to law enforcement officials or correctional facilities, or disclosures made before April 14, 2003. We will respond to your written request for such a list within 60 days of receiving it. Your request can relate to disclosures going as far back as six years. There will be no charge for up to one such list each year. There may be a charge for more frequent requests.

**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.

**You Have the Right to Receive this Notice** You have a right to receive a paper copy of this Notice and/or an electronic copy by email upon request

#### **Contact Person for Information or to Submit a Complaint**

If you have questions about this Notice or any complaints about our privacy practices, please contact Maui Counseling Group, by phone at 808-249-2121, or by mail at:

Maui Counseling Group  
Attention: Heather Wittenberg, Psy.D.  
1787 Wili Pa Loop, Suite 7  
Wailuku, Hi 96793

You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services at 200 Independence Avenue, SW Washington D.C., 20201, or call 1-877-696-6775.

You will not be penalized in any way for filing a complaint.