



Peace of Mind Counseling, Consulting, and Supervision LLC
4025 Holt Road Suite 205
Holt, MI 48842-6019
(517) 881-7231
ianshaferlpc@gmail.com
<http://www.peaceofmindccs.com>

NOTICE OF PRIVACY PRACTICES AND CLIENT RIGHTS AND RESPONSIBILITIES

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

Updated: 3/22/2022

Protected Health Information

In accordance with all local, state, federal, and ethical standards for privacy and protection (including HIPAA), **Peace of Mind Counseling, Consulting, and Supervision LLC** (hereafter referred to as **Peace of Mind CCS LLC** and/or **POM**) acknowledge the critical importance of Protected Health Information (PHI) and strive to ensure the confidentiality of the health information of all of our clients. PHI is any data, including demographic information, that can reasonably be used to identify a person.

In compliance with the aforementioned standards, **Peace of Mind CCS LLC** acts with changes made within the fields of mental health, counseling, and social work, and may change or amend this notice at any time for the purpose of remaining in compliance. In the event that changes to this notice are made, reasonable efforts will be taken to ensure that clients receive and sign a copy of the new Notice. Please note that this Notice, as well as any signed revision of this Notice, will apply to all PHI regardless of when it was originally created or received. A copy of our Notice of Privacy Practices can be requested at any time, and can be provided in paper or electronic formats.

Use and Disclosure of Protected Health Information

Peace of Mind CCS LLC will not sell your PHI or disclose your PHI to any entity that may try to sell you products or services. In most cases, **POM** will require written authorization to use, release, or disclose your personal health information. You may request disclosure of your PHI to another party for any purpose at any time with a written authorization. This authorization is available, on request, from your clinician. The following list encompasses the legally and ethically recognized exceptions to our disclosure policy:

- For Treatment and Health Care Operations: To assure quality of care, we may utilize health information about you to provide you with treatment, services, or recommendations. (Example: Your PHI could be used to review our treatment and services, evaluate staff performance, or to discuss treatment alternatives or other health-related benefits and services with you as applicable.) In the event that PHI might be utilized for the purposes of professional consultation, reasonable efforts will be made to limit the PHI disclosed during the consultation.
- For Purposes of Conducting Business: Some PHI is required for the purposes of conducting business, such as disclosure of information (including demographics and diagnoses) to your insurance company or to our third-party billing service. This also includes collections agencies, when applicable.

- When Required by Law: We will use and disclose your PHI if required to do so by law and for the purposes of mandated reporting. For more information regarding Michigan's rules regarding mandated reporting, please visit <https://tinyurl.com/yd6h3jqr>. This includes:
 - For the purposes of reporting child or adult abuse or neglect;
 - For the purposes of reporting domestic violence;
 - In the event that a client poses a threat of danger to self or others;
 - In the event that a client discloses a threat of danger made to self or others;
 - When served with a court-order or subpoena, specific to the PHI ordered;
 - When disclosure of specific PHI could save a client's life (i.e. disclosure of allergies during an allergic reaction, or of known prescription medications if asked by an EMT during an life-or-death emergency situation);
 - In compliance with workers' compensation laws;
 - When required by the Secretary of the Department of Health and Human Services and/or applicable state or federal regulatory agencies.

Individual Rights and Responsibilities

As a **Peace of Mind CCS LLC** client, you have the rights and responsibilities regarding your PHI outlined below. To exercise these rights, a written request must be provided to your clinician and reviewed by **POM** management. This request should include how and where (if applicable) you prefer to be contacted. We will honor all reasonable requests made in this manner. You have the right to:

- Access, Inspect, and Copy: You have the right to inspect and copy health information that may be used to make decisions about your care. **POM** may deny your personal request to inspect portions of your records in limited and reasonable circumstances (i.e. a non-critical request for psychotherapy notes when viewing those notes without appropriate context and understanding could undermine the therapeutic relationship*). Records can be requested for personal use in paper or electronic formats. For an electronic copy of your records, a flash drive must also be included with your request. Please note that electronic copies of your records are more vulnerable to security breaches, and **POM** cannot guarantee the safety and confidentiality of your information after transfer. Pursuant to *Medical Records Access Act, Public Act 47 of 2004, MCL § 333.26269, Updated for 2018 (or subsequent update)*, we reserve the right to charge a fee for the costs of copying, mailing, or other supplies associated with your request for this information.

***Note: If you wish to receive a copy of your records, we *strongly* encourage you to review them with your clinician so that you can fully understand their contents. If your request for access is denied, your clinician will explain the reason for the decision to deny and discuss with you your options for further review.**

- Accounting of Disclosures: You have the right to request a list of the disclosures **POM** has made of health information about you, such as disclosures made as required by law. This accounting requirement applies to disclosures made on or after April 1, 2018. Records of accounting cannot be made for dates occurring before April 1, 2018 or after the date of the request. Records can be requested in paper or electronic formats. Electronic copies of these records are subject to the same requirements and vulnerabilities as outlined in the *Access, Inspect, and Copy* section of this Notice. The first request made within a 12-month period will be provided for free. For additional requests in a 12-month period, **POM** reserves the right to

charge a fee for the cost of responding to these additional requests. These fees will follow the schedule of the *Medical Records Access Act, Public Act 47 of 2004, MCL § 333.26269, Updated for 2018 (or subsequent update)*.

- Request Restrictions: You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment, health care operations, and/or to someone who is involved in your care or the payment for your care. Please note that we are not required to comply with your request, particularly if the request is made in regard to uses and disclosures that can be legally and ethically be made without your consent. If an agreement is made to restrict disclosure of your information, **POM** will comply with the request until such a time as the disclosure of your information becomes necessary for emergency treatment and/or as required by law (as applicable). You will be notified in any case that a restriction agreement must be terminated.
- Amendment: You have the right to request that **POM** amends your PHI if you feel it is incorrect or incomplete, and may do so for as long as the information is kept. Your request must provide a reason that supports the need for amendment. We may deny your request for amendment if the request is not made in writing or does not include an adequate reason to support the request. Additionally, we may deny your request if the information was not created by us, is not information we keep in your records, is not information that you are normally permitted to inspect and/or copy, or any information that we deem to be accurate and complete. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement, and you will be provided with a copy of any such rebuttal. Statements of disagreement and any corresponding rebuttals will be kept with your records and will be included with any future authorized requests for information pertaining to the appropriate portion of your record.
- Payment: Payments, including deductibles and co-payment/co-insurance, are due at the time of service and will be collected by your clinician. **If, for any reason, payment is not collected at the time of service, payment will be due within 14 days of receiving an invoice statement.** Payments can be made in cash, by check, by credit/debit card, or with a Flex Spending or Health Savings Account (HSA) card. A paper receipt will be provided for all card transactions at the time the transaction is completed, and can also be emailed to the client (as needed). Paper receipts for cash or check are also available upon request. Checks should be made payable to **Peace of Mind CCS LLC**. Clients are responsible for payment of all services rendered unless the fees are waived or written-off by the applicable clinician. Payments that are not collected within 30 days of invoice may be sent to collections.
- Appointments: All appointments will be arranged between the client and applicable clinician. Sessions can be rescheduled or cancelled up to 24 hours before the scheduled start time with no penalty by contacting the applicable clinician, or by utilizing the Jituzu Client Portal. Sessions cancelled with less than 24 hours notice will require contact with the applicable clinician. In cases where sessions may need to be missed or cancelled with some frequency, please speak with the applicable clinician to make appropriate arrangements. Repeatedly missed or cancelled sessions may result in termination of services if appropriate arrangements are not set.
- Emergencies: In the case of a mental health emergency, please contact 911 or go to the nearest Emergency Room or Community Mental Health Crisis Services office. Your clinician may or may not be available in case of emergency, but will make appropriate efforts to establish contact with you or an authorized representative as soon as possible.

Questions, Comments, Concerns

For all questions, comments, and concerns, please contact our owner, Ian Shafer, MA, LPC at (517) 881-7231 or ianshaferlpc@gmail.com. Please note that it may take up to 2 business days to process and respond to communications. Written communication can also be mailed to the address listed at the top of this Notice.

In the case of a complaint, clients are encouraged to contact the office for resolution. If we are unable to successfully resolve your complaint, you may also submit a written complaint to the Michigan Board of Counseling or the U.S. Department of Health and Human Services. Contact information for these entities will be made available upon request.

By signing below, I acknowledge that I have read and agree to the terms and conditions presented in this notice.

(Client Signature)

(Date)

(Parent/Guardian Signature)

(Date)