

BERNADETTE MULLINS MILLER LLC
NOTICE OF PRIVACY PRACTICES AND SERVICES CONTRACT

Welcome to Bernadette Mullins Miller LLC. The information that follows is designed to answer many of the questions most clients have. This document also contains important information about the professional services and business policies. Please read the following information carefully. Should you have any questions, please feel free to discuss them with your provider.

PSYCHOLOGICAL SERVICES

Psychotherapy varies depending on the particular problems a client brings as well as the orientation of the therapist. Your therapist will discuss her approach to treating the problems you hope to address as well as other treatment approaches you may want to consider. Psychotherapy involves effort on your part. To be successful, you will have to work both during the sessions and at home.

- A. BENEFITS AND RISKS: Psychotherapy may have both benefits and risks. The risks of psychotherapy sometimes include experiencing uncomfortable feelings like sadness, guilt, anxiety, anger or frustration. The process of therapy often requires recalling unpleasant aspects of your history. Psychotherapy has been shown to have benefits for people who undertake it. It often leads to a significant reduction in feelings of distress, improved coping with life events, better relationships and the resolution of specific problems. However, since each person has a unique history, no definite outcome can be predicted. If you are treated with psychotropic medications, you may experience side effects or other risks from the use of the medications. When these medications are prescribed, the physician will explain in detail the possible side effects and risks posed by each specific medication.
- B. SERVICES: An initial evaluation will be conducted, lasting from one to three sessions. At the end of the evaluation, your therapist will be able to offer you some initial impressions of what your work will include and an initial treatment plan which will be developed with your input. During this time, you should evaluate this information along with your own assessment about whether you feel comfortable working with the therapist, and decide whether this is the best person to provide the services you need in order to meet your treatment objectives.
- C. TREATMENT ALTERNATIVES: If you do not agree with all or any part of your treatment plan, you have the right to seek a second consultation. You have the right to refuse medications or any other treatment.
- D. CONSEQUENCES OF NOT RECEIVING TREATMENT/SERVICES: Psychological problems vary in severity. Some problems may remain unchanged or will resolve with the passage of time. Other disorders are likely to worsen without appropriate treatment and can lead to personal distress, relationship or employment problems or difficulty with day-to-day functioning.
- E. CANCELLATIONS: If you are unable to keep an appointment, 48 hour advanced notice is required to avoid being charged. Without a 48 hour notice, a charge will be made. Missed appointment charges are the responsibility of the client or responsible party; insurance does not cover missed appointments.
- F. BUSINESS OFFICE HOURS: Contact your provider via email (bmullinsmiller@yahoo.com) or phone (414-378-0999) for business office hours.
- G. EMERGENCIES: In an emergency situation, your provider can be reached 24 hours a day at (414) 378-0999. If you cannot wait for the provider to return your call, call your family physician or go to the emergency room.

BERNADETTE MULLINS MILLER LLC
NOTICE OF PRIVACY PRACTICES AND SERVICES CONTRACT

- H. CONFIDENTIALITY: Bernadette Mullins Miller has been thoroughly trained to maintain and respect the highest levels of confidentiality. Sometimes it is necessary for your provider to discuss information about you with other professionals in our practice for purposes of consultation, supervision and on-call coverage. All therapeutic records pertaining to you are held in strict confidence. Wisconsin state law, however, does require the following exceptions. A therapist must report revelations of child abuse and danger to self or others. If at anytime your therapist believes you are suicidal, she will do whatever possible to protect you including talking to your family or emergency contact person. Your provider is permitted to use or disclose your health information in response to a court order or, in response to a subpoena, discovery request, or other lawful purpose - such as workers compensation, Social Security Disability and, if necessary, bill collection.
- I. PRIVACY: Our office staff has access to limited personal information needed to facilitate appointments, billing, and records.
- J. ACCESS TO YOUR RECORDS: The following practice is in accord with the state of Wisconsin statutes. Copies of your records are released to you or another party upon completion of a dated, signed Authorization to Release Information form. There is a copying fee for records over 10 pages. You, or a person designated by you, may review your records by appointment during regular business hours. If you feel our record of your health information is incorrect or incomplete, you have the right to request to amend the information.
- K. COLLATERALS: A collateral is a person (such as family members, significant other) who meets with a therapist to provide helpful information regarding a client. Collaterals, by law, are not considered clients and, therefore, do not have privileged communication.
- L. PARENTAL WAIVER: Parents can waive their right to access their minor child's clinical record. This is sometimes helpful in building a trusting relationship between the child/teen and their therapist. If requested, a summary of therapeutic progress will be provided.
- M. SHOULD A PROBLEM OCCUR: If you have any questions or concerns about any aspect of your treatment we encourage you to discuss your concern with your provider. If you feel your rights have been violated you have the right to use a grievance procedure. Please contact your therapist, your Client Rights Specialist (CRS) to file a complaint or learn more about the grievance procedure.

BERNADETTE MULLINS MILLER LLC
NOTICE OF PRIVACY PRACTICES AND SERVICES CONTRACT

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. PLEASE REVIEW CAREFULLY.

Your Health Care Information, Protecting Your Privacy: It is your right as a patient to be informed of the privacy practices of your health care provider as well as to be informed of your rights with respect to your personal health information. This Notice of Privacy Practices is intended to provide you with this information.

Bernadette Mullins Miller LLC Responsibilities: It is your right as a patient to be informed of Bernadette Mullins Miller LLC's legal duties with respect to protection of the privacy of your personal health information. Bernadette Mullins Miller LLC is required to:

1. Maintain the privacy of your health information
2. Provide you with a notice of the legal duties and privacy practices regarding protected health information collected and maintained about you
3. Abide by the terms of this notice

Bernadette Mullins Miller LLC reserves the right to change the terms of the notice of privacy practices and make the new notice provisions effective for all protected health information that it maintains. Bernadette Mullins Miller LLC also reserves the right to change the terms of its notice with respect to any applicable more limited uses and disclosures. Bernadette Mullins Miller LLC will promptly revise and distribute its notice whenever Bernadette Mullins Miller LLC makes a substantial change to any of its privacy practices. Bernadette Mullins Miller LLC will not use or disclose your health information without your authorization, except as described in this notice.

Disclosure of use of information within Bernadette Mullins Miller LLC: The Federal Health Insurance Portability and Accountability Act (HIPPA, at 45 CFR Parts 160 and 164) requires that all persons given any Health services, including initial evaluation, receive a notice of our privacy policies (as contained in this document) regarding the storage, use and transmission of their Protected Health Information. HIPPA sets guidelines for how a clinic, such as Bernadette Mullins Miller LLC, must maintain, store, and transmit this information and must adopt procedures to protect confidentiality.

This form is a general HIPPA disclosure of the use of information at Bernadette Mullins Miller LLC and it does not permit your information to be sent to any other persons except for the purposes of billing and collection and for treatment related operations within the clinic. However, certain entities set forth in Wisconsin State Statutes Chapter 51, such as the clinic licensing division, Medicaid auditors, quality auditors, the County coroner, and other oversight agencies, who are bound to maintain a high level of confidentiality, may audit our files for certain statutory reasons, such as quality audits or funding audits or other reasons.

- When we transmit information to insurance companies, they are bound by the same rules
- When we store information, we keep it in file folders which are stored in file cabinets which are locked at night and kept in a locked office or we keep computer files in password protected secure servers.
- Our computer files are password protected and, when necessary, firewall protected.
- Our electronic communications are sent to secure sites, or when we communicate with you by e-mail, your permission is required before non-encrypted communications take place. -Our staff has been trained in HIPPA confidentiality procedures.
- Storage of records is for seven years from the conclusion of services. Disposal is by shredding. This form has no expiration date unless revoked or amended.

Disclosure within Bernadette Mullins Miller LLC are set to make you aware of the collection and storage of Protected Health Information, especially, Treatment, Payment, and other Health Care Information and to allow use for the purpose of treatment, billing and collection procedures, and within the staff of Bernadette Mullins Miller LLC as detailed below. Consent if not required to maintain and share information for these purposes. These disclosures within the clinic for treatment, payment, and other purposes is termed "routine" disclosure.

Purpose: The purpose or need for maintaining and disclosing information within the clinic is to help our clients by sharing information within the clinic and with its business associates (for example, a billing service or company accountant) in these ways:

1. Treatment: The need for information for Treatment includes, but is not limited to, calling to confirm appointments; contacting you with information about services of interest; aiding in diagnosis, assessment, recommendations, and treatment planning; consultation between staff members at Bernadette Mullins Miller LLC as required by law, such as consultation between interns and supervisors or between licensed staff and clinical consultants; coordination planning between providers who jointly provide services to you within Bernadette Mullins Miller LLC; and coordination with support staff who assist in maintaining records and in billing. So, for example, required consulting within Bernadette Mullins Miller LLC allows us to provide you a treatment team so you receive the best help.
2. Payment: The need for information for Payment includes, but is not limited to determining eligibility for coverage, billing, claims management, collection activities, claims status, authorizations for treatment, and utilization review, including transmission of treatment plans to the insurer and following the insurer's procedures for authorization. For example, we need to send name, address, session dates, diagnosis, and procedure codes, and selected other information for the insurance company to pay for services.

BERNADETTE MULLINS MILLER LLC
NOTICE OF PRIVACY PRACTICES AND SERVICES CONTRACT

3. **Other Health Care Operations:** The need for information for other operations includes, but is not limited to, medical administrative, educational, legal, or vocational planning or services undertaken on patients behalf; quality assessment and utilization review; medical reviews; auditing; coroner functions; business planning and administrative services; internal consultation between staff members such as to plan services in emergencies, defense of lawsuits, administrative hearings; fund-raising. In this case, staff members other than your primary therapist may interact with you, or regarding you, and may generate documentation which will be part of your record and maintained at Bernadette Mullins Miller LLC. You may choose to permit a case manager, probation officer, clergy, friend, or family member sit in on services.

Disclosures with Consent will be obtained on a separate consent form. This is known as the Consent for Disclosure of Confidential Information form and will be completed permitting specific exchange of information with an insurer/third party payer or other persons. A Consent for Disclosure of Confidential Information form is good for 12 months and you may revoke it in writing before it expires. We will then stop disclosing information to the parties on that form, with the exception that we cannot take back the disclosures we already made in reliance of your original consent. A disclosure with your permission is termed a “non-routine” disclosure.

Disclosure of Protected Information Without Consent: Federal Law (42CFR Part 2.45 CFR 150&164), State law (Chapter 51, HFS 61, HFS 75, HFS 92, HFS 94), and various other codes and ethical principles also require careful safeguarding of your information. We are required by law to keep detailed records, but we will only disclose information about you to persons not associated with Bernadette Mullins Miller LLC under limited circumstances. 1) with your specific written permission (“non-routine” disclosure), 2) in response to certain court orders and judicial subpoenas, 3) in the case of child or elder abuse or neglect reports or in the case of the duty to report clients who may be a danger to self or others, 4) in the case of confidential audits by governmental, public health, insurance and other oversight programs, 5) in emergency situations, such as sending a patient to the hospital or calling the paramedics, when we will disclose the minimum information necessary to accomplish the goal of effectively helping the patient to receive appropriate treatment.

Private Psychotherapy Notes: Therapists private Psychotherapy notes are not part of the clinic file and will not be disclosed to any entity. For example, interns make detailed notes to discuss their work on supervision for learning purposes. Psychotherapy notes are destroyed at the discharge of the case or when they are no longer needed for supervisory or record-keeping purposes.

Revocation: This consent may be revoked by written notice at any time except to the extent the provider of information has already acted upon it.

Restriction: You may request a restriction on the information to be released and its use. The Bernadette Mullins Miller LLC Consent for Disclosure of Confidential Information can be used for this purpose. You may also restrict the use of information within Bernadette Mullins Miller LLC by submitting a written request which clearly states which information is restricted. Doing so or deciding not to sign this document may however, lead Bernadette Mullins Miller LLC to determine that services cannot in good faith or ethically be provided. We do not have to the restrictions upon internal use of protected information.

History of Disclosures: You may request a listing of the history of any “non-routine” disclosures we have made, that is, disclosures requiring the Consent for Disclosure of Confidential Information form, going back 6 years. These disclosures are made with care to follow state and federal guidelines for releasing information. If you request this history, we will have 60 days to prepare it. Only the first such history is without charge, and the cost of future lists will be based upon the cost of assembling the information.

Fees for Copying: You have a right to request in writing a paper copy of your record (other than psychotherapy notes). A uniform and reasonable fee may be charged for a copy of records, and its transmission, which fee may be reduced or waived in accordance, with agency policy. Bernadette Mullins Miller LLC will have 21 days to respond to a request for records.

Amending Records: You have a right to inspect the record and usually, where you find errors, to amend the record (by making a written request for permission to make additions and amendments), although state and federal law provides a few restrictions on this right when restrictions are judged to be in your best interests. Note: we cannot amend information we did not create in the first place, such as records from another provider. Psychotherapy notes are not included in this right to amend records.

Transportation of Data: We may need to transport documents from a home visit, we will do so with care to protect your confidentiality.

Electronic Transmissions: When we send a fax or e-mail, we attempt to be sure the receiver of the information is entitled to it per your release. We attempt to limit communications about you to secure web sites or secure e-mail unless we have your permission to transmit via unsecured e-mail, and then only to you. If you receive this form via e-mail or website, we will make a paper copy available as well.

Complaints: The secretary of the U.S. Department of Health and Human Services also receives complaints about believed privacy violations. The HHS Office for Civil Rights (OCR) is responsible for enforcement and is supposed to provide assistance to help providers and others comply with the rule.

This authorization for is intended to be in conformance with Section 51.30(4)(d). Wisconsin State Statutes, and Sections HFS 92.03 (3)(d), 92.05, and 92.06., Wisconsin Administrations codes, and sections 49.53, 61.30 (2) and 146.82 Wisconsin Statutes, and 42 CFR Part 2 and 45 CFR 160 and 164 of Federal Regulations.

By signing the attached Notice of Privacy Practices, you are acknowledging receipt of this Notification of your rights.

BERNADETTE MULLINS MILLER LLC

**NOTICE OF PRIVACY PRACTICES
AND SERVICES CONTRACT**

I have received a copy of the Notice of Privacy Practices and Services Contract for Bernadette Mullins Miller LLC. I have been informed of my rights and responsibilities. I agree to abide by them and consent to my treatment.

Please Print Patient Name

Signature of Patient or Responsible Person

Date

Witness

Date

Signature of Patient or Responsible Person

Date

Signature of Patient or Responsible Person

Date

Signature of Patient or Responsible Person

Date

Signature of Patient or Responsible Person

Date

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