



## REGISTRATION FORM ADULT

Name \_\_\_\_\_ Age \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State & zip code \_\_\_\_\_ Home phone \_\_\_\_\_

Work phone \_\_\_\_\_ Cell phone \_\_\_\_\_

Education \_\_\_\_\_ Occupation \_\_\_\_\_

Employer's Name \_\_\_\_\_

Employer's Address \_\_\_\_\_

Person to be contacted in case of emergency: Name \_\_\_\_\_

Phone # \_\_\_\_\_ Relationship \_\_\_\_\_

Referred by: \_\_\_\_\_

May we send a letter thanking them for the referral? Yes \_\_\_ No \_\_\_ Initials \_\_\_

### INSURANCE INFORMATION

Insured's name \_\_\_\_\_ Insured's date of birth \_\_\_\_\_

Name & address of insurance co. \_\_\_\_\_

Group # \_\_\_\_\_ Plan/Policy # \_\_\_\_\_ Policy code \_\_\_\_\_



## REQUEST FOR TREATMENT

This is to certify that I, \_\_\_\_\_, give permission to Swerdlow-Freed Psychology, P.C. to provide psychological treatment to me. I understand and agree that the fee is \$175.00 for the initial appointment and \$140.00 per 45 minute session thereafter. I also understand and agree that I shall be financially responsible for appointments not canceled at least 24 hours in advance as well as for any appointment(s) that I fail to keep.

The fee for my appointments shall be paid by direct billing to my insurance company (if applicable), plus a co-payment and deductible as determined by the provision of my insurance policy, that I shall pay at each appointment. I authorize Swerdlow-Freed Psychology, P.C. to bill my insurance company for services rendered. If I do not have insurance that pays for the services I receive I shall pay for them at the time they are received.

If I am requesting billing through my insurance company, employer, Employee Assistance Program, and/or their representative(s), I hereby authorize and instruct my insurance company, employer, Employee Assistance Program, and/or their representative(s) to pay by check made out and mailed to Swerdlow-Freed Psychology, P.C. This is a direct assignment of my rights and benefits under my insurance policy or a direct assignment of one of my employment benefits. I agree that I shall be responsible for any and all charges not paid by my insurance company, employer, Employee Assistance Program, and/or their representative(s), and shall pay for all services that I receive.

If my insurance company, employer, Employee Assistance Program, and/or their representative(s) requires pre-authorization or any other information related to my status or progress in treatment for payment of benefits, I authorize Swerdlow-Freed Psychology, P.C. to provide the required information. I understand that disclosure of this information limits my right to confidentiality. In order to satisfy certain requirements set forth by my insurance company, employer, Employee Assistance Program, and/or their representative(s), I understand that Swerdlow-Freed Psychology, P.C. may be required to provide personal information about me, including, but not limited to, my psychological condition and history of drug and/or alcohol use, and I authorize disclosure of this information.

My signature below indicates that I have read the above information in its entirety and consent to the conditions specified for treatment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### Patient Acknowledgement and Consent Form

Effective April 14, 2003, a new Federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that this office comply with certain rules regarding the maintenance of the privacy of your healthcare information that we have collected and will collect in the future.

To comply with one of HIPPA's requirements, we have placed in our waiting room a "Notice of Policies and Practices to Protect the Privacy of Your Health Information." A written copy of this Notice has also been provided to you. This Notice contains the information that HIPPA requires us to disclose regarding our privacy practices.

Existing Michigan law also requires us, in addition to our attempt to obtain your written authorization discussed in the Notice, to first obtain your written consent prior to disclosing any of your healthcare information except in connection with: a defense to a claim challenging our professional competence; a review entity's functions; a claim for payment of fees; a third party payer's examination of our records; a court order as part of a criminal investigation; an identification of a dead body; a licensure investigation; or a child abuse/neglect investigation.

For some patients it might be necessary to make disclosures of healthcare information in connection with their treatment. This occurs most often when we refer a patient for consultation with a physician or other professional. If this or another type of referral were to be indicated for you that involved disclosure of your healthcare information, we would first discuss the purpose of the referral and the reason for disclosing your healthcare information. In addition, we would obtain your verbal and written permission before disclosing any information related to your treatment or your healthcare information.

#### Patient Acknowledgement

*Please sign this form below to acknowledge that you have today received a copy of our Notice.*

\_\_\_\_\_  
Patient Signature (or legal representative if a minor)

\_\_\_\_\_  
Patient's Name (please print)

\_\_\_\_\_  
Date

#### **For Office Use Only**

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

- Individual refused to sign
- Communications barriers prohibited obtaining the Acknowledgement
- An emergency situation prevented us from obtaining the Acknowledgement
- Other \_\_\_\_\_

\_\_\_\_\_  
Office Personal (signature)

\_\_\_\_\_  
Office Personnel (print name)

Date: \_\_\_\_\_

Welcome to our practice, Swerdlow-Freed Psychology, P.C. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you have so that we can discuss them at your first appointment. If you are seeking services on behalf of your child, please note that this information also applies to him/her.

### **PSYCHOLOGICAL SERVICES**

Therapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Therapy is unlike a visit to a physician because it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things you and Dr. Swerdlow-Freed talk about both during and between sessions.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy can have many benefits such as improving relationships, resolving problems and reducing feelings of distress. Even though there are no guarantees of what you will experience from therapy, you and Dr. Swerdlow-Freed will work together to make it as useful and productive as possible.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, Dr. Swerdlow-Freed will be able to offer you some impressions of what therapy will include and a treatment plan to follow. In deciding whether to pursue therapy with Dr. Swerdlow-Freed, you should evaluate this information along with your own opinions of whether you feel comfortable working with him/her. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the psychologist you select. If you have questions about Dr. Swerdlow-Freed's procedures or treatment recommendations, or any issue pertaining to your therapy, let Dr. Swerdlow-Freed know and s/he will discuss them, whenever they arise. If your doubts persist, Dr. Swerdlow-Freed will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **MEETINGS**

Dr. Swerdlow-Freed normally conducts an evaluation that will last from 2 to 4 sessions. During this time, you and Dr. Swerdlow-Freed can both decide if s/he is the best person to provide the services that you need in order to meet your treatment goals. Following your initial meeting, Dr. Swerdlow-Freed will usually schedule one 45-minute session per week at a mutually agreeable time. *Once you have scheduled an appointment, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, unless you and Dr. Swerdlow-Freed both agree that you were unable to attend due to circumstances beyond your control.*

### **PROFESSIONAL FEES**

The fee for the initial appointment is \$175.00, and \$140.00 for 45-minute therapy appointments. There may also be charges for other professional services that you may need, although the hourly cost is prorated if the actual expenditure of time is for less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of Dr. Swerdlow-Freed. If you become involved in legal proceedings that require Dr. Swerdlow-Freed's participation, you will be expected to pay for all of his/her professional time, including preparation and travel, even if Dr. Swerdlow-Freed is called to testify by another party. Dr. Swerdlow-Freed charges \$300.00 per hour for preparation, travel and attendance at any legal proceeding.

***BILLING AND PAYMENTS***

You will be expected to pay for each session at the time it is held, unless you and Dr. Swerdlow-Freed agree otherwise, or unless you have insurance coverage that requires another arrangement. If your account has not been paid for more than 30 days and arrangements for payment have not been agreed upon, Swerdlow-Freed Psychology has the option of using legal means to secure payment. This might involve hiring a collection agency or going through small claims court. If such action is necessary, the costs associated with collection will be included in the claim. In most collection situations, the only information that is released regarding a patient's treatment is his/her name, address and telephone number, the nature and dates of services provided and the amount due.

***INSURANCE REIMBURSEMENT***

In order for you and Dr. Swerdlow-Freed to set realistic treatment goals, it is important to evaluate what resources you have available to pay for therapy. If you have a health insurance policy, it might provide some coverage for mental health treatment. Swerdlow-Freed Psychology will fill out forms and provide you with whatever assistance it can in helping you receive the benefits to which you are entitled. However, you, not your insurance company, are ultimately responsible for full payment of the fees. This includes situations where your insurance company denies payment because it considers treatment not medically necessary and you proceed with it despite this determination. Our office is unable to verify the terms of your coverage so it is very important that you find out exactly what mental health services your insurance company covers. "Manage Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. Often, insurance companies require that you authorize your mental health provider to supply them with a clinical diagnosis and other personal information about you, such as treatment plans or summaries. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, Swerdlow-Freed Psychology has no control over what they do with it once it is in their hands.

We strongly encourage you to contact your insurance company to find out the extent of your mental health coverage. Please let us know once you have this information so we can discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your treatment. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above, or once the insurance benefit is used up.

***CONTACTING DR. SWERDLOW-FREED***

Dr. Swerdlow-Freed is often not immediately available by telephone. While we are usually in our office between 9 am and 5 pm, Monday through Friday, we do not answer the phone when we are in-session. When we are unavailable, our telephone is answered by voice mail. If you leave a message, Dr. Swerdlow-Freed will attempt to return your call that same day or early the following day. Please note that during weekends and holidays we generally return only emergency calls. If you leave a message, be sure to include a phone number where you can be reached. If you are unable to directly reach Dr. Swerdlow-Freed and feel you cannot wait for a return call, contact your family physician, the nearest hospital emergency room or call 911. If Dr. Swerdlow-Freed will be unavailable for an extended time, such as during vacation, you will be provided with the name of a colleague to contact, if necessary.

***LIMITS ON CONFIDENTIALITY***

The law protects the privacy of all communications between a patient and a psychologist. In most situations, Swerdlow-Freed Psychology can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements. There are other situations that require only that you provide written, advance consent. Your signature on this document provides consent for those activities, as follows:

- Dr. Swerdlow-Freed may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, Dr. Swerdlow-Freed will make every effort to avoid revealing a patient's identity. The other professionals are also legally bound to keep the information confidential. If you do not object, you will not be told about these consultations unless Dr. Swerdlow-Freed considers it important to your treatment. Such consultations will be noted in your Clinical Record, however (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that Swerdlow-Freed Psychology shares office space with another psychologist. In very limited cases, we might need to share protected information with this individual for clinical or administrative purposes, such as scheduling. This psychologist is bound by the same rules of confidentiality that we are obliged to follow.
- Swerdlow-Freed Psychology also has a business arrangement with a collection agency. As required by HIPAA, we have a formal business associate contract with this business, in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers, or to collect overdue fees, as discussed above.
- If a patient threatens to harm himself/herself, Dr. Swerdlow-Freed may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are also some situations where a licensed psychologist is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis or treatment, such information is protected by the psychologist-patient privilege law. Swerdlow-Freed Psychology cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order Swerdlow-Freed Psychology to disclose information.
- If a government agency is requesting the information for health oversight activities, Swerdlow-Freed Psychology may be required to provide it for them.
- If a patient files a complaint or lawsuit against Swerdlow-Freed Psychology, we may disclose relevant information regarding that patient in order to defend ourselves.
- If Swerdlow-Freed Psychology is being compensated for providing treatment to you as a result of your having filed a worker's compensation claim, we must, upon appropriate request, provide information necessary for utilization review purposes.

There are also a few situations in which a licensed psychologist is legally obligated to take action. These are situations where the psychologist believes action is necessary to attempt to protect others from harm and may involve disclosing some information about a patient's treatment. These situations have been extremely rare in our practice.

- If a licensed psychologist has reasonable cause to suspect child abuse or neglect, the law requires that the psychologist file a report with the Family Independence Agency. Once such a report is filed, the psychologist may be required to provide additional information.
- If a psychologist has reasonable cause to suspect the "criminal abuse" of an adult patient, the psychologist must report it to the police. Once such a report is filed, the psychologist may be required to provide additional information.
- If a patient communicates a threat of physical violence against a reasonably identifiable third person and the patient has the apparent intent and ability to carry out that threat in the foreseeable future, the psychologist may have to disclose information in order to take protective action. These actions may include notifying the potential victim (or, if the victim is a minor, his/her parents and the county

Department of Social Services) and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, Dr. Swordlow-Freed will make every effort to discuss it with you before taking any action and will limit his/her disclosure to the information that is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and Dr. Swordlow-Freed is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### ***PROFESSIONAL RECORDS***

Pursuant to a Federal law known as HIPAA, Swordlow-Freed Psychology keeps Protected Health Information about you in a professional record. This record includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that are set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that are received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances where disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and Dr. Swordlow-Freed believes that access is reasonably likely to cause substantial harm to such other person (or where information has been supplied to me confidentially by others), you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, Dr. Swordlow-Freed recommends that you initially review them in his/her presence, or have them forwarded to another mental health professional so you can discuss the contents. The exceptions to this policy are contained in the Notice Form that you have been provided.

The professional record also may include Psychotherapy Notes. These Notes are for Dr. Swordlow-Freed's own use and are designed to assist him/her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of conversations with you, Dr. Swordlow-Freed's analysis of those conversations, and how they impact on your therapy. They also might contain information that you may reveal that is not required to be included in your Clinical Record. (They also might include information from others provided to Dr. Swordlow-Freed confidentially.) Psychotherapy Notes are kept in the same professional record as your Protected Health Information. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

### ***CONTACT VIA EMAIL, TEXT MESSAGING AND OTHER ELECTRONIC MEANS***

We are very concerned about protecting each patient's privacy and maintaining confidentiality over personal communications. As a result, we do not schedule appointments or otherwise communicate with patients via email, text messaging or social networking sites (see below). In addition, we do not disseminate our email address and do not respond to communications from other than land-line telephone and cell phone calls. We apologize for the inconvenience this may cause but believe that at the present time there is no better way to guard patient privacy.

**SOCIAL MEDIA**

Dr. Swerdlow-Freed does not accept friend or contact requests from current or former patients on any social networking site (Facebook, LinkedIn, etc). We believe that adding patients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

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Signature

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Date



## Notice of Policies and Practices to Protect The Privacy of Your Health Information

THESE POLICIES AND PRACTICES APPLY TO SERVICES PROVIDED  
BY SWERDLOW-FREED PSYCHOLOGY, P.C.

### I. Uses & Disclosures for Treatment, Payment, & Health Care Operations

We may use or disclose your *protected health information (PHI)*, for *treatment, payment and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment, and Health Care Operations*”
  - *Treatment* is when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
  - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within our office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of our office such as releasing, transferring, or providing access to information about you to other parties.

### II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment or health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes we have made about our conversation during an individual, marital, or family therapy session, which we have kept separate from the rest of your record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

We will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

### III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If we have reasonable cause to suspect child abuse or neglect, we must report this suspicion to the appropriate authorities as required by law.
- *Adult and Domestic Abuse* – If we have reasonable cause to suspect you have been criminally abused, we must report this suspicion to the appropriate authorities as required by law.
- *Health Oversight Activities* – If we receive a subpoena or other lawful request from the Department of Health or the Michigan Board of Psychology, we must disclose the relevant PHI pursuant to that subpoena or lawful request.

- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and we will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated by a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If you communicate to us a threat of physical violence against a reasonably identifiable third person and you have the apparent intent and ability to carry out that threat in the foreseeable future, we may disclose relevant PHI and take the reasonable steps permitted by law to prevent the threatened harm from occurring. If we believe that there is an imminent risk that you will inflict serious physical harm on yourself, we may disclose information in order to protect you.
- *Worker's Compensation* – We may disclose protected health information regarding you as authorized by you and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
- When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

#### **IV. Patient's Rights**

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, we are not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. On your request, we will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.
- *Right to Restrict* – You have the right to restrict certain disclosures of Protected Health Information (PHI) to a health plan if you pay out-of-pocket in full for the healthcare service.
- *Right to be Notified* - You have the right to be notified if there is a breach of your unsecured PHI.
- *Right to Sign Authorization* – You must sign an authorization before we can release your PHI for any uses and disclosures not described in this Privacy Notice.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket*: You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for our services.
- *Right to be Notified if there is a Breach of Your Unsecured PHI*. You have the right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your PHI has been compromised.

## **V. Psychologist's Duties**

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will provide you with a revised notice, by mail.

## **VI. Complaints**

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact The Michigan Department of Consumer and Industry Services, Psychology Licensing Board, at 517-335-0918. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

## **VII. Effective Date, Restrictions, and Changes to Privacy Policy**

*This notice will go into effect on October 13, 2013. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by mail, to the most current address you have on file.*

## **VIII. Breach Notification**

1. *When we become aware of or suspect a breach of PHI, we will conduct a Risk Assessment and will keep a written record of that Risk Assessment.*
2. *Unless we determine that there is a low probability that PHI has been compromised, we will give notice of the breach as required by law.*
3. *The risk assessment can be done by a business associate if it was involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in its control, we will provide any required notice to you and to HHS.*
4. *After any breach, particularly one that requires notice, we will re-assess our privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.*