

HIPAA NOTICE FORM

Please sign this sheet and return it to the front office

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

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I 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 I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I 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 my 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 my [office,

clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

- “*Disclosure*” applies to activities outside of my [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I 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 I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical 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) I 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.

III. Uses and Disclosures with Neither Consent nor Authorization

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

- *Child Abuse*—If I have reasonable cause to believe that a child has been abused, I must report that belief to the appropriate authority.
- *Adult and Domestic Abuse*—If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report that belief to the appropriate authority.
- *Health Oversight Activities*—If I am the subject of an inquiry by the Georgia Board of Psychological Examiners, I may be required to disclose protected health information regarding you in proceedings before the Board.
- *Judicial and Administrative Proceedings*—If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for 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 I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.
- *Worker's Compensation*—I may disclose protected health information regarding you as authorized by 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.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights

- *Right to Request Restrictions*—You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am 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 me. On your request, I 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 my mental health and billing records used to

make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I 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. I may deny your request. On your request, I 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, I 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 me upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

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

V. Complaints

If you are concerned that I have violated your privacy

rights, or you disagree with a decision I made about access to your records, you may send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on April 14, 2003.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice in writing by mail.

VII. Therapist—Client Agreement

The following contains important information about my professional services and business policies.

PSYCHOLOGICAL SERVICES

Psychotherapy 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 your therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy 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, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings

of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your therapy will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about your therapist's procedures, you should discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

Your therapist will normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and your therapist can both decide if you feel that he/she is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your therapist will usually schedule one 45-50-minute session (one appointment hour of 45-50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it in full unless some medical emergency precludes your from attending or unless you provide notice of cancellation 24 hours in advance.** It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

PROFESSIONAL FEES

Your therapist will clarify his or her fee per 45-50

minute session. In addition to weekly appointments, your therapist will charge their same hourly rate for other professional services you may need, though they will break down the hourly cost if they work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 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 them. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all of their professional time, including preparation and transportation costs, even if they are called to testify by another party. [Because of the nature of legal involvement, our therapist's charge \$250 per hour for preparation and attendance at any legal proceeding.]

CONTACTING ME

Due to your therapist's work schedule, they are often not immediately available by telephone. While your therapist is usually in my office between 10:00 AM and 5 PM, they probably will not answer the phone when they are with another client. When they are unavailable, you may leave a confidential message for them in a voice mailbox. Your therapist will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform them of some times when you will be available. If you are unable to reach them and feel that you can't wait for a return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

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

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, they make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless you feel that it is important to our work together. Your therapist will note all consultations in your Clinical Record (which is called "PHI" in their Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that your therapist practices with other mental health professionals and does employ administrative staff. In most cases, they will need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Your therapist may also have contracts with other businesses, hospitals or government agencies such as Medicaid, the Department of Family and Children's Services and will notify you of any of those which might be relevant to you at the time of your first appointment. As required by HIPAA, your therapist will have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations where your therapist 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 my professional services, such information is protected by the psychologist-patient privilege law. Your therapist 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 your therapist to disclose information.

- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it for them.
- If a patient files a complaint or lawsuit against your therapist, he or she may disclose relevant information regarding that patient in order to defend themselves.
- If a patient files a worker's compensation claim, and your therapist is providing treatment related to the claim, he or she must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which your therapist is legally obligated to take actions, which they believe are necessary to attempt to protect others from harm and they may have to reveal some information about a patient's treatment. These situations are unusual in my practice, but are detailed here:

- If your therapist has reason to believe that a child has been abused, the law requires that they file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, they may be required to provide additional information.
- If your therapist has reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, they must report to an agency designated by the Department of Human Resources. Once such a report is filed, your therapist may be required to provide additional information.

- If your therapist determines that a patient presents a serious danger of violence to another, he or she may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and your therapist will limit disclosure to what 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 your therapist is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that your therapist keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to your therapist 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, your therapist 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. [Your therapist is sometimes willing to conduct this review meeting without charge.] In most situations, your therapist is allowed to charge a copying fee of \$.25 per page (and for certain other expenses). If your therapist refuses your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which your therapist will discuss with you upon request.

In addition, your therapist also keeps a set of Psychotherapy Notes. These Notes are for your therapist's own use and are designed to assist him or her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record [and information supplied to me confidentially by others]. These Psychotherapy Notes are kept separate from your Clinical Record. 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.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that your therapist amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures

of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated should be aware that the law allows parents to examine their child's treatment records unless their therapist believes that doing so would endanger the child or unless your therapist and parents agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is [sometimes] our therapist's policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, your therapist will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Your therapist will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless your therapist feels that the child is in danger or is a danger to someone else, in which case, your therapist will notify the parents of his/her concern. Before giving parents any information, your therapist will discuss the matter with the child, if possible, and do his or her best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless

you have insurance coverage that requires another arrangement. **Regardless of your insurance, all fees will be due at the time services are rendered unless billing of your insurance company has been arranged with the Tapestry Psychological Associates, Inc front office in advance.** Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, your therapist may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, your therapist the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require them to disclose otherwise confidential information. In most collection situations, the only information your therapist releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for you and your therapist 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. Your therapist will fill out forms and provide you with whatever assistance they can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) is responsible for full payment of his or her fees. It is very important that you find out exactly what mental health services your insurance policy covers. **Regardless of your insurance, all fees**

will be due at the time services are rendered unless billing of your insurance company has been arranged with the Tapestry Psychological Associates, Inc front office in advance.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, your therapist will provide you with whatever information they can based on their experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, they will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, your therapist will do his/her best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that your therapist provide it with information relevant to the

services that they provide to you. Your therapist will be required to provide a clinical diagnosis. Sometimes they are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your therapist will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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, your therapist has 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. They will provide you with a copy of any report you submit, if you request it. By signing this Agreement, you agree that your therapist can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will 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 sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE

Signature

Date

Printed Name