

## Georgia NOTICE FORM

### Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT CLIENTS 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/your minor child's *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 in a manner in which you are personally identified.
  - *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 involving professional consultations, legal proceedings, and risk of harm:

- *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/your minor child in proceedings before the Board.

- *Judicial and Administrative Proceedings* – If you/your minor child are involved in a court proceeding and a request is made about the professional services I provided or the records thereof, such information is protected by the psychologist-patient privilege law, and I will not release information without your written consent or a court order. The privilege does not apply when you/your minor child are being evaluated for a third party, or where the evaluation is court ordered, or a court order has forced me to reveal information. You will be informed in advance if this is the case, and I will reveal only the minimally acceptable amount of information. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information. Also, if a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- *Serious Threat to Health or Safety* – If I determine, or pursuant to the standards of my profession should determine, that you/your minor child present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you/your minor child 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. Other Uses and Disclosures of PHI**

- *Payment for Services* - If necessary, I may seek assistance from an outside party in order to collect payment for services rendered to you. In such cases, any disclosures are limited to the minimum that is necessary to achieve the purpose.
- *Professional Consultations* - Psychologists routinely consult about cases with other professionals. In so doing, I make every effort to avoid revealing the identity of my clients, and any consulting professionals are also required to refrain from disclosing any information I reveal to them. Unless you object, I do not typically tell clients about these consultations; however, these consultations will be so noted in your Private Health Information. If you want me to talk with or release specific information to other professionals with whom you are working, you will first need to sign an Authorization that specifies what information can be released and with whom it can be shared.
- *Communication with Referring Healthcare Providers* – unless you explicitly request otherwise, I will share consultation summaries or an acknowledgement of care with licensed healthcare providers who referred you/your minor child to me.

*Communication with Healthcare Insurance Companies* - In order to assist you in obtaining reimbursement for my services, your insurance carrier may require that I provide a clinical diagnosis, or additional clinical information such as treatment plans or summaries, or copies of you/your Child's entire Clinical Record. In such situations, I will make every effort to release only the minimum information that is necessary for the purpose requested. I will provide you with a copy of any report or form that I submit upon your request. By accepting this Agreement, you agree that I can provide requested information to your carrier *if/when you choose to file a claim for any services that I have provided to you or your child.*

*As you might suspect, the laws and professional standards governing these issues are quite complex, and it is important that we discuss any questions or concerns that you (or your minor child) may have at our first meeting, and as they may arise in the course of our work together. If any of these types of situations arise, I will make every effort to fully discuss it with you before taking any action, and I will limit my disclosure to what is necessary. I am not an attorney, however, and you may wish to obtain formal legal consultation if you need specific advice.*

#### **IV. Patient's Rights and Psychologist's Duties**

##### Patient's Rights:

- *Right to Request Restrictions* – You have the right to request in writing 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 provide a written request to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you/your minor child for as long as the PHI is maintained in the record, with some exceptions (for example, copyrighted psychological test protocols that I cannot release or disclose in full to you, but that I can review with you to the extent allowed or release to another appropriate healthcare provider to review with you). Since these are professional records, they can be misinterpreted and/or upsetting to untrained readers, and for this reason, I recommend that you initially review them in my presence (or have them forwarded to another mental health professional who can discuss the contents with you). Thus, 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. In most situations, I am allowed to charge a fee for copying of up to \$.75 per page (and for certain other expenses).
- *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.

Psychologist'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 either mail you, or give to you in session, the new policies in writing.

**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 contact me directly (Marla B. Shapiro, Ph.D.) at address. Phone: . Fax: . Email

You may also send a written complaint to:

- Secretary of the U.S. Department of Health and Human Services.
- Ethics Committee of the Georgia Psychological Association, 13 Corporate Blvd. NE, Suite 220, Atlanta, Georgia 30329, Phone: (404) 634-6272 / Fax: (404) 634-8230
- Georgia Board of Examiners of Psychologists, Georgia Board of Examiners of Psychologists 237 Coliseum Drive, Macon, Georgia 31217, Phone 478-207-2440, Fax 866-888-7127.

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

This notice will go into effect on October 1, 2015.

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 by mail or in person during a scheduled session, whichever is more convenient, but the terms of this original document will be in effect until such time.