

Notice of Privacy Practices (HIPAA)

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (“PHI”) for the purpose of treatment, payment, and health care operations. HIPAA requires that Amy Chambliss, Psy.D. (“Dr. Chambliss”) provides you (the “Client”) with a Notice of Privacy Practice (“Notice”) for use and disclosure of PHI for treatment, payment, and health care operations. Throughout this Agreement, "you" and "your" are sometimes used and are defined as synonymous with the Client. The Notice, which is attached, explains HIPAA and its application to your personal health information in greater detail. The law requires that Dr. Chambliss obtains your signature acknowledging that it has provided you with this information.

Printed Name: _____ Date: _____

Signature: _____

**AGREED TO AND ACKNOWLEDGED ON BEHALF OF LEGAL GUARDIAN
(IF CLIENT IS A “MINOR”):**

Signature

Date

Printed Name (Legal Guardian)

Amy Chambliss, Psy.D.
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License # PSY 18614
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HIPAA NOTICE OF PRIVACY PRACTICES

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

II. IT IS DANVILLE PSYCHOLOGICAL SERVICE INC.'S LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).

By law Danville Psychological Services, Inc., a California Psychological corporation (the "Company") is required to insure that your PHI is kept private. The PHI constitutes information created or noted by it that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. The Company is required to provide you with this Notice about its privacy procedures. This Notice must explain when, why, and how the Company would use and/or disclose your PHI. Use of PHI means when the Company shares, applies, utilizes, examines, or analyzes information within its practice; PHI is disclosed when the Company releases, transfers, gives, or otherwise reveals it to a third party outside its practice. With some exceptions, the Company may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, it is always legally required to follow the privacy practices described in this Notice.

Please note that the Company reserves the right to change the terms of this Notice and its privacy policies at any time. Any changes will apply to PHI already on file with the Company. Before the Company makes any important changes to its policies, it will immediately change this Notice and post a new copy of it in its office. You may also request a copy of this Notice from the Company.

III. HOW THE COMPANY WILL USE AND DISCLOSE YOUR PHI.

The Company will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of the Company uses and disclosures, with some examples.

A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. The Company may use and disclose your PHI without your consent for the following reasons:

1. For treatment. The Company may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If a psychiatrist is treating you, the Company may disclose your PHI to her/him in order to coordinate your care.

2. For health care operations. The Company may disclose your PHI to facilitate the efficient and correct operation of my practice. Examples: Quality control - The Company might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. The Company may also provide your PHI to its attorneys, accountants, consultants, and others to make sure that it is in compliance with applicable laws.

3. To obtain payment for treatment. The Company may use and disclose your PHI to bill and collect payment for the treatment and services it has provided you. Example: The Company might send your PHI to your insurance company or health plan in order to get payment for the health care services that it has provided to you. The Company could also provide your PHI to

business associates, such as billing companies, claims processing companies, and others that process health care claims for the Company's office.

4. Other disclosures. Examples: Your consent isn't required if you need emergency treatment. In the event that the Company tries to get your consent but you are unable to communicate with it (for example, if you are unconscious or in severe pain) but it thinks that you would consent to such treatment if you could, it may disclose your PHI.

B. Certain Other Uses and Disclosures Do Not Require Your Consent. The Company may use and/or disclose your PHI without your consent or authorization for the following reasons:

- 1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.** Example: Dr. Chambliss may make a disclosure to the appropriate officials when a law requires it to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
- 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
- 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
- 4. If disclosure is compelled by the patient or the patient's representative pursuant to California Health and Safety Codes or to corresponding federal statutes of regulations,** such as the Privacy Rule that requires this Notice.
- 5. To avoid harm.** Dr. Chambliss may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public.
- 6. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if the Company determines that disclosure is necessary to prevent the threatened danger.**
- 7. If disclosure is mandated by the California Child Abuse and Neglect Reporting law.** For example, if Dr. Chambliss has a reasonable suspicion of child abuse or neglect.
- 8. If disclosure is mandated by the California Elder/Dependent Adult Abuse Reporting law.** For example, if Dr. Chambliss has a reasonable suspicion of elder abuse or dependent adult abuse.
- 9. If disclosure is compelled or permitted by the fact that you tell the Company of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.**
- 10. For public health activities.** Example: In the event of your death, if a disclosure is permitted or compelled, Dr. Chambliss may need to give the county coroner information about you.
- 11. For health oversight activities.** Example: Dr. Chambliss may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.
- 12. For specific government functions.** Examples: Dr. Chambliss may disclose PHI of military personnel and veterans under certain circumstances. Also, Dr. Chambliss may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.
- 13. For research purposes.** In certain circumstances, Dr. Chambliss may provide PHI in order to conduct medical research.
- 14. For Workers' Compensation purposes.** Dr. Chambliss may provide PHI in order to comply with Workers' Compensation laws.
- 15. Appointment reminders and health related benefits or services.** Examples: Dr. Chambliss may use PHI to provide appointment reminders. The Company may use PHI to give you

information about alternative treatment options, or other health care services or benefits it offers.

- 16. If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to subpoena *duces tecum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.
- 17. The Company is permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that may be of interest to you.**
- 18. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law.** Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess the Company's compliance with HIPAA regulations.
- 19. If disclosure is otherwise specifically required by law.**

C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.

1. Disclosures to family, friends, or others. Dr. Chambliss may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in Sections IIIA, IIIB, and IIIC above, the Company will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that the Company hasn't taken any action subsequent to the original authorization) of your PHI by the Company.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

These are your rights with respect to your PHI:

A. The Right to See and Get Copies of Your PHI. In general, you have the right to see your PHI that is in the Company's possession, or to get copies of it; however, you must request it in writing. If the Company does not have your PHI, but it knows who does, it will advise you how you can get it. You will receive a response from the Company within 30 days of it receiving your written request. Under certain circumstances, the Company may feel it must deny your request, but if it does, it will give you, in writing, the reasons for the denial. The Company will also explain your right to have its denial reviewed.

If you ask for copies of your PHI, the Company will charge you not more than \$.25 per page. The Company may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

B. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask that the Company limits how it uses and discloses your PHI. While the Company will consider your request, it is not legally bound to agree. If the Company does agree to your request, it will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that the Company is legally required or permitted to make.

C. The Right to Choose How the Company Sends Your PHI to You. It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). The Company is obliged to agree to your request providing that it can give you the PHI, in the format you requested, without undue inconvenience.

D. The Right to Get a List of the Disclosures the Company Has Made. You are entitled to a list of disclosures of your PHI that the Company has made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

The Company will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list the Company gives you will include disclosures made in the previous six years (the first six year period being 2003-2009) unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. The Company will provide the list to you at no cost, unless you make more than one request in the same year, in which case it will charge you a reasonable sum based on a set fee for each additional request.

E. The Right to Amend Your PHI. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that the Company correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of the Company's receipt of your request. The Company may deny your request, in writing, if it finds that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of its records, or (d) written by someone other than the Company. The Company's denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and The Company's denial be attached to any future disclosures of your PHI. If the Company approves your request, it will make the change(s) to your PHI. Additionally, the Company will tell you that the changes have been made, and it will advise all others who need to know about the change(s) to your PHI.

F. The Right to Get This Notice by Email You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

V. HOW TO COMPLAIN ABOUT THE COMPANY'S PRIVACY PRACTICES

If, in your opinion, the Company may have violated your privacy rights, or if you object to a decision it made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about the Company's privacy practices, it will take no retaliatory action against you.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT THE COMPANY'S PRIVACY PRACTICES

If you have any questions about this notice or any complaints about the Company's privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact Dr. Chambliss at: 925-413-2250

VII. EFFECTIVE DATE OF THIS NOTICE

This Notice went into effect on April 14, 2003 and constitutes the full and complete understanding and agreement between you and the Company, regarding the subject matter hereof and supersedes all prior understandings, agreements and notices. Any waiver, modification or amendment of any provision of this Notice shall be effective only in writing and signed by the parties thereto.

VIII. LIMITATION OF LIABILITY. DANVILLE PSYCHOLOGICAL SERVICES, INC., INCLUDING ITS PREDECESSORS, AFFILIATES AND SUBSIDIARIES, WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES, REGARDLESS OF THE CAUSE OF ACTION, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LIABILITY OF DANVILLE PSYCHOLOGICAL SERVICES, INC., INCLUDING ITS PREDECESSORS, AFFILIATES AND SUBSIDIARIES, TO YOU EXCEED THE AMOUNTS YOU PAID TO IT PURSUANT TO YOUR AGREEMENT OF THERAPY SERVICES WITH DANVILLE PSYCHOLOGICAL SERVICES INC. EXCEPT FOR THE AMOUNTS THAT YOU PAID UNDER YOUR AGREEMENT OF THERAPY SERVICES TO DANVILLE PSYCHOLOGICAL SERVICES, INC., INCLUDING ITS PREDECESSORS, AFFILIATES AND SUBSIDIARIES, YOU ACKNOWLEDGE AND AGREE THAT DANVILLE PSYCHOLOGICAL SERVICES, INC., INCLUDING, ITS PREDECESSORS, AFFILIATES AND SUBSIDIARIES, IS A CALIFORNIA PSYCHOLOGICAL CORPORATION AND YOU RELIEVE DR. AMY CHAMBLISS OF ALL LIABILITY WITH RESPECT TO THIS NOTICE AND YOUR AGREEMENT OF THERAPY SERVICES.

IX. SEVERABILITY. If any provision of this Notice is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Notice shall continue in full force and effect.