

ALABAMA 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 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

Auburn Psychology Group, LLC 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 Auburn Psychology Group, LLC provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when Auburn Psychology Group, LLC consults with another health care provider, such as your family physician or another psychologist.
 - Payment is when Auburn Psychology Group, LLC obtains reimbursement for your healthcare. Examples of payment are when Auburn Psychology Group, LLC discloses 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, case management and care coordination.
- “Use” applies only to activities within Auburn Psychology Group, LLC such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of Auburn Psychology Group, LLC such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Auburn Psychology Group, LLC 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 Auburn Psychology Group, LLC is asked for information for purposes outside of treatment, payment or health care operations, Auburn Psychology Group, LLC will obtain an authorization from you before releasing this information. Auburn Psychology Group, LLC will also need to obtain an authorization before releasing your Psychotherapy Notes. “Psychotherapy Notes” are notes your therapist made about a conversation during a private, group, joint, or family counseling session, which your therapist has 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

Auburn Psychology Group, LLC may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If Auburn Psychology Group, LLC is treating a child and the therapist knows or suspects that child to be a victim of child abuse or neglect, they are required to report the abuse or neglect to a duly constituted authority.
- *Adult and Domestic Abuse* – If Auburn Psychology Group, LLC has reasonable cause to believe an adult, who is unable to take care of himself or herself, has been subjected to physical abuse, neglect, exploitation, sexual abuse, or emotional abuse, the therapist must report this belief to the appropriate authorities.
- *Health Oversight Activities* – If the Alabama Board of Examiners in Psychology is conducting an investigation into Auburn Psychology Group, LLC, then your therapist is required to disclose PHI upon receipt of a subpoena from the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and will not be released information without the written authorization of you or your legally appointed representative 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* – Auburn Psychology Group, LLC may disclose PHI to the appropriate individuals if the therapist believes in good faith that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of you or another identifiable person(s).
- *Worker's Compensation* – Auburn Psychology Group, LLC may disclose PHI 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 PHI. However, Auburn Psychology Group, LLC is 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, Auburn Psychology Group, LLC 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 Auburn Psychology Group LLC, mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Auburn Psychology Group, LLC may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. You may inspect and copy Psychotherapy Notes unless the therapist makes a clinical determination that access would be detrimental to your health. 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. Your psychologist may deny your request. On your request, your psychologist 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 your psychologist upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- Auburn Psychology Group, LLC is required by law to maintain the privacy of protected health information regarding you and to provide you with notice of my legal duties and privacy practices with respect to PHI.
- Auburn Psychology Group, LLC reserves the right to change the privacy policies and practices described in this notice. Unless Auburn Psychology Group, LLC notifies you of such changes, however, Auburn Psychology Group, LLC is required to abide by the terms currently in effect.
- If Auburn Psychology Group, LLC revises their policies and procedures, they will notify you by mail.

V. Complaints

If you are concerned that Auburn Psychology Group, LLC has violated your privacy rights, or you disagree with a decision your therapist has made about access to your records, you may contact Dr. Glen Vollenweider, co-owner of the practice at (334) 887-4343.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

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

This notice went into effect on April 2, 2012.

PSYCHOLOGIST/CLIENT SERVICES AGREEMENT

Welcome to Auburn Psychology Group, LLC. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that Auburn Psychology Group, LLC obtain your signature acknowledging that Auburn Psychology Group, LLC has provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at the next session. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychotherapy and psychological evaluations are not easily described in general statements. They vary depending on the personalities of the psychologist and the patient, and the particular problems you are experiencing. There are many different methods that your psychologist or evaluator may use to deal with the problems that you hope to address. Psychotherapy and assessments are not like other doctor visits. Instead, they call for a very active effort on your part.

In order for them to be most successful, you will have to work on the things that are discussed both during our sessions and at home. Also, you will have to be honest about the subjects we talk about and put forth good effort on the tests you are asked to complete as part of therapy or your evaluation. Therapy and evaluations involve a large commitment of time, money and energy.

Psychotherapy and psychological evaluations can have both 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.

Assessment often leads to a better understanding of yourself, your relationships, solutions to specific problems, and significant reduction of distress. However, there are no guarantees of what you will experience when you take part in therapy or a psychological evaluation.

MEETINGS

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

PROFESSIONAL FEES

My hourly fee is \$140 for therapy and \$160 for assessments. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other billable services include report writing, telephone conversations lasting longer than 6 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 me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200 per hour for preparation and attendance at any legal proceeding.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by an answering machine or by my office staff. I will make every effort to return your call within 24 hours from the day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. In urgent situations, you can try to reach the on-call psychologist by calling the Auburn Psychology Group LLC on-call phone number (334) 524-5858. If you do not get an immediate callback, please try again after 30 minutes. If you are unable to reach the on-call psychologist and feel that you cannot wait for a return of your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I 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 patient and a psychologist. In most situations, Auburn Psychology Group, LLC 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 the **Client Agreement Form** provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case, unless you object beforehand. During a consultation, I will make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information),

- You should be aware that this is a group practice with other mental health professionals and that we employ administrative staff. In most cases, I 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.
- Auburn Psychology Group, LLC also has contracts with Electronic Billing Companies. As required by HIPAA, I have a formal business associate contract with this/these business(es), in which it/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 you threaten to harm yourself or others, I may be obligated to seek hospitalization for you or him/her, or to contact family members or others who can help provide protection.

There are some situations where I am 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 and treatment, such information is protected by the psychologist-patient privilege law. Auburn Psychology Group, LLC cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, Auburn Psychology Group, LLC is required to provide it.
- If you file a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If you file a worker's compensation claim, I may disclose information relevant to that claim to the patient's employer or the insurer.

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

- If I know or suspect that a child under the age of 18 has been abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Alabama Department of Human Resources. Once such a report is filed, I may be required to provide additional information.

- If I know that an elderly or disabled adult has been abused, neglected, exploited, sexually or emotionally abused, the law requires that I file a report with the appropriate governmental agency, usually the Alabama Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I believe that disclosing information about you is necessary to prevent or lessen a serious and imminent threat to the health and safety of an identifiable person(s), I may disclose that information, but only to those reasonably able to prevent or lessen the threat.
- If one of these situations arises, I will make every effort to fully discuss it with you before taking any action and I will try to limit my disclosure to what is necessary.

Although 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 I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking services, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive 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. If you provide me with an appropriate written request, you have the right to examine and/or receive a copy of your records, except in unusual circumstances that involve danger to you or others. In those situations, you have a right to have your record sent to another mental health provider. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of \$25 the exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I may also keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist me 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 to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that such disclosure would be reasonably likely to endanger your health.

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 I 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 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. Because privacy in psychological services is often crucial to successful progress, particularly with teenagers, it is sometimes my 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, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I 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 I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my 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. Payment schedules for other professional services will be agreed to when they are requested. If your account balance has not been paid and arrangements for payment have not been agreed upon, I have 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 me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's care 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. I, accept the fee charged as a legal and lawful debt and agree to pay said fee, including any/all collections agency fees, (33.33%), attorney fees and/or court costs, if such be necessary. I waive now and forever my right of exemption under the laws of the constitution of the State of Alabama and any other State. You will also be charged a \$20 late fee for non-payment on your portion of the account.

INSURANCE REIMBURSEMENT

In order for us to set realistic clinical goals and priorities, it is important to evaluate what resources you have available to pay for your services. If you have a health insurance policy, it will usually provide some coverage for mental health services. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

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, I will provide

you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have become more complex. It is sometimes difficult to determine exactly how much 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. Although much can be accomplished in short-term therapy, some patients feel they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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, I have 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. I will provide you with a copy of any report I submit, if you request it. By signing the **Client Information Form**, you agree that I 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.