

# ATLANTA AREA PSYCHOLOGICAL ASSOCIATES, P.C.

## **INFORMATION, AUTHORIZATION & CONSENT TO TREATMENT**

*This notice outlines our policies and procedures and 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.*

Welcome to Atlanta Area Psychological Associates (AAPA). We are very pleased that you selected our facility for your therapy, and we are sincerely looking forward to assisting you. This document is designed to inform you about what you can expect from your doctor or therapist, policies regarding confidentiality and emergencies, and several other details regarding your treatment here at AAPA. Although providing this document is part of an ethical obligation to our profession, more importantly, it is part of our commitment to you to keep you fully informed of every part of your therapeutic experience. Please know that your relationship with your doctor or therapist is a collaborative one, and we welcome any questions, comments, or suggestions regarding your course of therapy at any time.

### **Theoretical Views & Client Participation**

It is our belief that as people become more aware and accepting of themselves, they are more capable of finding a sense of peace and contentment in their lives. However, self-awareness and self-acceptance are goals that may take a long time to achieve. Some clients need only a few sessions to achieve these goals, whereas others may require months or even years of therapy. As a client, you are in complete control, and you may end your relationship with your doctor or therapist at any point. However, you are encouraged to talk with your therapist about feelings about your progress and other issues about the treatment.

In order for therapy to be most successful, it is important for you to take an active role. This means working on the things you and your doctor or therapist talk about both during and between sessions. This also means avoiding any mind-altering substances like alcohol or non-prescription drugs for at least eight hours prior to your therapy sessions. Generally, the more of yourself you are willing to invest, the greater the return.

It is our intention to empower you in your growth process to the degree that you are capable of facing life's challenges in the future without your doctor or therapist here at AAPA. We don't believe in creating dependency or prolonging therapy if the therapeutic intervention does not seem to be helping. If this is the case, your doctor or therapist will direct you to other resources that will be of assistance to you. Your personal development is our number one priority. We encourage you to let us know if you feel that transferring to another facility or another doctor is necessary at any time. Our goal is to facilitate healing and growth, and we are very committed to helping you in whatever way seems to produce maximum benefit.

### **Records & Confidentiality**

Your communications with your doctor or therapist will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your doctor or therapist will always keep everything you say to him or her completely confidential, with the following

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exceptions: (1) you direct your doctor or therapist to tell someone else and you sign a “Release of Information” form; (2) your doctor or therapist determines that you are a danger to yourself or to others; (3) you report information about the abuse of a child, an elderly person, or a disabled individual who may require protection; or (4) your doctor or therapist is ordered by a judge to disclose information. In the latter case, your doctor’s or therapist’s license does provide him or her with the ability to uphold what is legally termed “privileged communication.” Privileged communication is your right as a client to have a confidential relationship with a psychologist or therapist. The state of Georgia has a very good track record in respecting this legal right. If for some unusual reason a judge were to order the disclosure of your private information, this order can be appealed. We cannot guarantee that the appeal will be sustained, but we will do everything in our power to keep what you say confidential.

Please note that in couple’s counseling, your doctor or therapist does not agree to keep secrets. Information revealed in any context may be discussed with either partner.

Also, your doctor or therapist is currently under the direction of Dr. Gary E. Dudley, the Clinical Director of AAPA. Your doctor or therapist may meet with Dr. Dudley to review your case in the interest of providing you with the best possible care. As a licensed psychologist, he too is required to keep all information about clients confidential. If you have any questions about confidentiality, please ask.

### **Structure and Cost of Sessions**

Your doctor or therapist agrees to provide psychotherapy for the fee of \$170 per 45-50 minute session or \$225 per 60 minute session, unless otherwise negotiated by you or your insurance carrier. Doing psychotherapy by telephone is not ideal, and needing to talk to your doctor or therapist between sessions indicates that you probably need extra support. If this is the case, you and your doctor or therapist will need to explore adding sessions or developing other resources you have available to help you. Telephone calls for purposes other than scheduling appointments will be billed at \$3.00 per minute, unless an alternate agreement is made between you and your doctor or therapist. The fee for each session will be due at the conclusion of the session. Cash, personal checks, Visa, MasterCard, Discover or American Express are acceptable for payment, and we will provide you with a receipt of payment. The receipt of payment may also be used as a statement for insurance if applicable to you. Please note that there is a \$35 fee for any returned checks.

Insurance companies have many rules and requirements specific to certain plans. It is your responsibility to find out your insurance company’s policies and to file for insurance reimbursement, unless otherwise negotiated. We will be glad to assist you with any questions you may have in this area.

Using insurance coverage requires that you receive a psychiatric diagnosis. Future insurance providers can learn about this diagnostic label. Some people have been denied coverage for health and/or life insurance after filing claims for outpatient counseling.

If we provide services to you under an agreement with a managed care organization, we must provide that organization with detailed personal information about you. In most cases, they have the right to obtain a copy of your entire file and all notes we have recorded in it.

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We encourage you to carefully weigh the economic benefits of using insurance against the privacy risks that arise from sharing the information described above. You will maintain much greater control over potentially sensitive details of your life by paying privately for services.

Finally, efforts to verify your insurance coverage and authorize your visits have been made by AAPA in good faith. In spite of our best efforts, we receive incorrect information from insurance companies at a rate of nearly 50 percent. Therefore, it is in your best interest to interact with your insurance carrier to ensure that verification information is correct. Ultimately, you are responsible for the fee.

### **Psychological Testing**

While AAPA providers strive to complete testing procedures and reporting in a timely manner, we do not guarantee completion by a specific date. These services are often subject to insurance authorization procedures, which are out of our control, as well as special scheduling considerations. Further, we cannot always predict how long certain procedures may take with any given patient or how many testing sessions will be needed to complete the assessment.

### **Collection Policy**

Due to billing costs, there will be a \$10 service charge for non-payment of co-pay at the time of service. It is our policy to collect all debts, including bad checks and we reserve the right to use a collection agency to collect outstanding debts and the right to terminate services. Reasonable collection and/or attorney's fees may be incurred for the collection of unpaid balances. In the event collection services are utilized, protection of private information is not guaranteed.

### **Cancellation Policy**

In the event that you are unable to keep an appointment, you must notify your doctor at least 24 hours in advance. If such advance notice is not received, you will be financially responsible for the session you missed. The fee for a missed 45-60 minute appointment is \$170. The fee for missing a testing appointment will depend on how much time was reserved for the appointment. Please note that insurance companies do not reimburse for missed sessions.

### **Reports and Letters**

There are additional fees for written reports, letters, or other correspondences. In most cases, fees must be paid in advance. Please discuss this policy with your doctor or therapist.

### **Requests for Records**

All requests for records require a written and signed authorization. You may contact our office to obtain the appropriate form or visit our website at [www.atlantapsych.com](http://www.atlantapsych.com).

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### **For patients with Medicaid and Peachcare (Amerigroup and Peachstate)**

In the event a patient with Medicaid/Peachcare is not eligible for coverage for any given month, the parent or guardian will be responsible for the payment of any services rendered during the inactive period and unpaid balances will be subject to our collection policies.

### **In Case of an Emergency**

Atlanta Area Psychological Associates is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers nor are we available at all times. If at any time this does not feel like sufficient support, please inform your doctor or therapist, and he or she can discuss additional resources or transfer your case to a doctor or clinic with 24-hour availability. Generally, your doctor will return phone calls within 24-48 hours.

If you have a mental health emergency, we encourage you not to wait for a call back, but to do one or more of the following:

- Call Ridgeview Institute at 770.434.4567 or Peachford Hospital at 770.454.5589.
- Call 911.
- Go to your nearest emergency room.

### **Professional Relationship**

Psychotherapy is a professional service we will provide to you. Because of the nature of therapy, your relationship with your doctor or therapist has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only the relationship of therapist and client. If you and your doctor or therapist were to interact in any other ways, you would then have a "dual relationship," which could prove to be harmful to you in the long run and is, therefore, unethical in the mental health profession.

Dual relationships can set up conflicts between the doctor's or therapist's interests and the client's interests, and then the client's (your) interests might not be put first. In order to offer all of our clients the best care, your doctor's or therapist's judgment needs to be unselfish and purely focused on your needs. This is why your relationship with your doctor must remain professional in nature.

Additionally, there are important differences between therapy and friendship. Friends may see your position only from their personal viewpoints and experiences. Friends may want to find quick and easy solutions to your problems so that they can feel helpful. These short-term solutions may not be in your long-term best interest. Friends do not usually follow up on their advice to see whether it was useful. They may *need* to have you do what they advise. A therapist offers you choices and helps you choose what is best for you. A therapist helps you learn how to solve problems better and make better decisions. A therapist's responses to your situation are based on tested theories and methods of change.

You should also know that therapists are required to keep the identity of their client's secret. As much as your doctor or therapist would like to, for your confidentiality he or she will not address you in public unless you speak to him or her first. Your doctor or therapist also must

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decline any invitation to attend gatherings with your family or friends. Lastly, when your therapy is completed, your doctor or therapist will not be able to be a friend to you like your other friends. In sum, it is the duty of your doctor or therapist to always maintain a professional role. Please note that these guidelines are not meant to be discourteous in any way, they are strictly for your long-term protection.

### **Policy Regarding Divorce and Custody Issues**

The following policies apply in the treatment of a child whose parents are divorced or separated.

***It is the responsibility of the parent or guardian of the child, the one who brings the child to appointments, to provide us with any legal documents*** that explain the rights and responsibilities of any adults in the child's life (custody agreements, divorce decrees, etc.) We strive to follow all Court orders regarding the child and his or her parents or guardians, but we cannot do so if we are not informed of them. Please provide us with the entire document, not just certain pages.

***The adult who brings the child in for treatment is the "responsible party,"*** unless a different adult agrees to be responsible and signs the Consent For Treatment form. This means that, if you are the responsible party, by signing the Consent For Treatment form you are agreeing to be responsible for the payment of fees and charges we make. You must pay applicable copayments and charges not covered by insurance, including charges for missed appointments, even if the missed appointment is the fault of the other parent.

***Insurance coverage in the child's name belongs to the child, regardless of who is the primary insured or who pays the premium or the copayments.*** This means that whatever service we provide that is primarily for the benefit of the child, which is a covered service under the child's insurance policy, will be billed under the child's account and paid for by insurance and/or the responsible party. The "insured" may not have direct control over services or charges if the other parent brings the child and requests services for the child.

***Services that we provide under the child's account, for the benefit of the child and in the process of assessment or treatment of that child, may include meeting with the child individually and/or conjointly with one or more relevant adults in the child's life.*** We may also meet individually with relevant adults in the child's life, alone or conjointly with each other. These meetings, so long as they primarily involve issues that are relevant to the assessment of treatment of the child, are considered by the American Psychological Association as well as insurance companies, to be part of the child's treatment. Thus, those services will be billed under the child's account and paid by the child's insurance and/or the responsible party, even if the adult who is the "primary insured" for the child's account is not present at the session or service.

***We cannot serve as a third party to help deal with issues between divorced parents.*** We will bill the responsible party for the fees and services not covered by insurance, including co-payments. It is their responsibility to pay us, and if another adult is fully or partially responsible for those fees, they must deal with that other adult directly to recover that portion of the charges. We understand that the other adult may not be cooperative, but it is not our job to help one parent collect money from another.

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*We will not bill more than one person, and we will not split the bill in half or any other way.* We will, however, send a copy of the account to another adult, if they are allowed to receive that information. If there is a Court order regarding who is responsible for fees and copayments, we cannot help in the enforcement of the Court order.

### **Statement Regarding Ethics, Client Welfare & Safety**

Atlanta Area Psychological Associates assures you that our services will be rendered in a professional manner consistent with the ethical standards of the American Psychological Association. Also, sometimes your doctor may use a type of therapeutic intervention involving experiential exercises. Any intervention or process is entirely voluntary and may be discontinued at any time. However, it is your responsibility to communicate your feelings to your doctor in order for him or her to honor your decision.

If at any time you feel that your doctor is not performing in an ethical/professional manner, we ask that you please let him or her know immediately. If the two of you are unable to resolve your concern, please contact the Director, Dr. Gary E. Dudley (770) 953-6401 Ext. #307.

As much as we would like to guarantee specific results regarding your therapeutic goals, we are unable to do so. However, together with your doctor or therapist, we will work to achieve the best possible results for you. Please also be aware that changes made in therapy may affect other people in your life (e.g., an increase in your assertiveness may not always be welcomed by others). It is our intention to help you manage changes in your interpersonal relationships as they arise, but it is important for you to be aware of this possibility nonetheless.

Additionally, at times people find that they feel somewhat worse when they first start therapy before they begin to feel better. This may occur as you begin discussing certain sensitive areas of your life. However, a topic usually isn't sensitive unless it needs attention. Therefore, discovering the discomfort is actually a success. Once you and your doctor or therapist are able to target your specific treatment needs and the particular modalities that work the best for you, help is generally on the way.

We are sincerely looking forward to facilitating you on your journey toward healing and growth. If you have any questions about any part of this document, please ask your doctor or therapist.

### **No Surprises Act (NSA) Notice:**

### **YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS**

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

**What is "balance billing" (sometimes called "surprise billing")?** When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, like a copayment, coinsurance, or deductible. You may have additional costs or have to pay the entire bill if you see a provider or visit a health care facility that isn't in your health plan's network. "Out-of-network" means providers and facilities that haven't signed a contract with your health plan to provide services. Out-of-network providers may be allowed to bill you for the difference

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between what your plan pays and the full amount charged for a service. This is called “balance billing. This amount is likely more than in-network costs for the same service and might not count toward your plan’s deductible or annual out-of-pocket limit. “Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or service.

**You’re protected from balance billing for:**

**Emergency services:** If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most they can bill you is your plan’s in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You can’t be balance billed for these emergency services. This includes services you may get after you’re in stable condition, unless you give written consent and give up your protections not to be balance billed for these post-stabilization services.

**Certain services at an in-network hospital or ambulatory surgical center:** When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers can bill you is your plan’s in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers can’t balance bill you and may not ask you to give up your protections not to be balance billed.

If you get other types of services at these in-network facilities, out-of-network providers can’t balance bill you, unless you give written consent and give up your protections.

**You’re never required to give up your protections from balance billing. You also aren’t required to get out-of-network care. You can choose a provider or facility in your plan’s network.**

**When balance billing isn’t allowed, you also have these protections:**

- You’re only responsible for paying your share of the cost (like the copayments, coinsurance, and deductible that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.
- Generally, your health plan must:
  - \* Cover emergency services without requiring you to get approval for services in advance (also known as “prior authorization”).
  - \* Cover emergency services by out-of-network providers.
  - \* Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
  - \* Count any amount you pay for emergency services or out-of-network services toward your in-network deductible and out-of-pocket limit.

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**You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost if you don’t have insurance or if you will not be using your insurance.**

\*You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment and hospital fees. With regard to outpatient mental health services provided by Atlanta Area Psychological Associates, PC, this applies to initial consultation services, psychotherapy and counseling services and psychological testing services.

\*Your health care provider is required to give you a Good Faith Estimate in writing at least 1 business day before your medical service or item. You can also ask your health care provider for a Good Faith Estimate before you schedule a service.

\*Atlanta Area Psychological Associates, PC will provide you with a Good Faith Estimate for your initial consultation visit. Your therapist will then provide you with an additional Good Faith Estimate for any follow up services as appropriate.

\*If you receive a bill of at least \$400 more than your Good Faith Estimates as described above, you can dispute the bill.

\*Make sure to save a copy or picture of your Good Faith Estimate.

Visit <https://www.cms.gov/files/document/model-disclosure-notice-patient-protections-against-surprise-billing-providers-facilities-health.pdf> for more information about your rights under Federal law.

Visit <https://gov.georgia.gov/> for more information about your rights under Georgia law.

**\*\*\*\*\*Health Insurance Portability and Accountability Act (HIPAA)\*\*\*\*\***  
**NOTICE OF PRIVACY PRACTICES**

I. COMMITMENT TO YOUR PRIVACY: Atlanta Area Psychological Associates, PC is dedicated to maintaining the privacy of your protected health information (PHI). PHI is information that may identify you and that relates to your past, present or future physical or mental health condition and related health care services either in paper or electronic format. This Notice of Privacy Practices (“Notice”) is required by law to provide you with the legal duties and the privacy practices that Atlanta Area Psychological Associates, PC, maintains concerning your PHI. It also describes how medical and mental health information may be used and disclosed, as well as your rights regarding your PHI. Please read carefully and discuss any questions or concerns with your therapist.

II. LEGAL DUTY TO SAFEGUARD YOUR PHI: By federal and state law, psychologists are required to ensure that your PHI is kept private. This Notice explains when, why, and how Atlanta Area Psychological Associates, PC would use and/or disclose your PHI. Use of PHI means when Atlanta Area Psychological Associates, PC shares, applies, utilizes, examines, or analyzes information within its practice; PHI is disclosed when Atlanta Area Psychological Associates, PC releases, transfers, gives, or otherwise reveals it to a third party outside of the

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Atlanta Area Psychological Associates, PC. With some exceptions, Atlanta Area Psychological Associates, PC 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, Atlanta Area Psychological Associates, PC is always legally required to follow the privacy practices described in this Notice.

III. CHANGES TO THIS NOTICE: The terms of this notice apply to all records containing your PHI that are created or retained by Atlanta Area Psychological Associates, PC. Please note that Atlanta Area Psychological Associates, PC reserves the right to revise or amend this Notice of Privacy Practices. Any revision or amendment will be effective for all of your records that Atlanta Area Psychological Associates, PC has created or maintained in the past and for any of your records that Atlanta Area Psychological Associates, PC may create or maintain in the future. Atlanta Area Psychological Associates, PC will have a copy of the current Notice in the office in a visible location at all times, and you may request a copy of the most current Notice at any time. The date of the latest revision will always be listed at the end of Atlanta Area Psychological Associates, PC Notice of Privacy Practices.

IV. HOW WE MAY USE AND DISCLOSE YOUR PHI: Atlanta Area Psychological Associates, PC will not use or disclose your PHI without your written authorization, except as described in this Notice or as described in the “Information, Authorization and Consent to Treatment” document. Below you will find the different categories of possible uses and disclosures with some examples.

1. For Treatment: Atlanta Area Psychological Associates, PC 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 you are also seeing a psychiatrist for medication management, Atlanta Area Psychological Associates, PC may disclose your PHI to her/him in order to coordinate your care. Except for in an emergency, Atlanta Area Psychological Associates, PC will always ask for your authorization in writing prior to any such consultation.

2. For Health Care Operations: Atlanta Area Psychological Associates, PC may disclose your PHI to facilitate the efficient and correct operation of its practice, improve your care, and contact you when necessary. Example: We use health information about you to manage your treatment and services.

3. To Obtain Payment for Treatment: Atlanta Area Psychological Associates, PC may use and disclose your PHI to bill and collect payment for the treatment and services Atlanta Area Psychological Associates, PC provided to you. Example: Atlanta Area Psychological Associates, PC might send your PHI to your insurance company or managed health care plan in order to get payment for the health care services that have been provided to you. Atlanta Area Psychological Associates, PC could also provide your PHI to billing companies, claims processing companies, and others that process health care claims for Atlanta Area Psychological Associates, PC if either you or your insurance carrier are not able to stay current with your account. In this latter instance, Atlanta Area Psychological Associates, PC will always do its best to reconcile this with you first prior to involving any outside agency.

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4. Employees and Business Associates: There may be instances where services are provided to Atlanta Area Psychological Associates, PC by an employee or through contracts with third-party “business associates.” Whenever an employee or business associate arrangement involves the use or disclosure of your PHI, Atlanta Area Psychological Associates, PC will have a written contract that requires the employee or business associate to maintain the same high standards of safeguarding your privacy that is required of Atlanta Area Psychological Associates, PC.

Note: This state and Federal law provides additional protection for certain types of health information, including alcohol or drug abuse, mental health and AIDS/HIV, and may limit whether and how Atlanta Area Psychological Associates, PC may disclose information about you to others.

V. USE AND DISCLOSURE OF YOUR PHI IN CERTAIN SPECIAL CIRCUMSTANCES – Atlanta Area Psychological Associates, PC may use and/or disclose your PHI without your consent or authorization for the following reasons:

1. Law Enforcement: Subject to certain conditions, Atlanta Area Psychological Associates, PC may disclose your PHI when required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Example: Atlanta Area Psychological Associates, PC may make a disclosure to the appropriate officials when a law requires Atlanta Area Psychological Associates, PC to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.

2. Lawsuits and Disputes: Atlanta Area Psychological Associates, PC may disclose information about you to respond to a court or administrative order or a search warrant. Atlanta Area Psychological Associates, PC may also disclose information if an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena duces tectum (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. Atlanta Area Psychological Associates, PC will only do this if efforts have been made to tell you about the request and you have been provided an opportunity to object or to obtain an appropriate court order protecting the information requested.

3. Public Health Risks: Atlanta Area Psychological Associates, PC may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, disability, to report births and deaths, and to notify persons who may have been exposed to a disease or at risk for getting or spreading a disease or condition.

4. Food and Drug Administration (FDA): Atlanta Area Psychological Associates, PC may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

5. Serious Threat to Health or Safety: Atlanta Area Psychological Associates, PC may disclose your PHI if you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if Atlanta Area Psychological Associates, PC determines

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in good faith that disclosure is necessary to prevent the threatened danger. Under these circumstances, Atlanta Area Psychological Associates, PC may provide PHI to law enforcement personnel or other persons able to prevent or mitigate such a serious threat to the health or safety of a person or the public.

6. Minors: If you are a minor (under 18 years of age), Atlanta Area Psychological Associates, PC may be compelled to release certain types of information to your parents or guardian in accordance with applicable law.

7. Abuse and Neglect: Atlanta Area Psychological Associates, PC may disclose PHI if mandated by Georgia or California child, elder, or dependent adult abuse and neglect reporting laws. Example: If Atlanta Area Psychological Associates, PC has a reasonable suspicion of child abuse or neglect, Atlanta Area Psychological Associates, PC will report this to the Georgia Department of Child and Family Services.

8. Coroners, Medical Examiners, and Funeral Directors: Atlanta Area Psychological Associates, PC may release PHI about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person, determine the cause of death or other duties as authorized by law. Atlanta Area Psychological Associates, PC may also disclose PHI to funeral directors, consistent with applicable law, to carry out their duties.

9. Communications with Family, Friends, or Others: Atlanta Area Psychological Associates, PC may release your PHI to the person you named in your Durable Power of Attorney for Health Care (if you have one), to a friend or family member who is your personal representative (i.e., empowered under state or other law to make health-related decisions for you), or any other person you identify, relevant to that person's involvement in your care or payment related to your care. In addition, Atlanta Area Psychological Associates, PC may disclose your PHI to an entity assisting in disaster relief efforts so that your family can be notified about your condition.

10. Military and Veterans: If you are a member of the armed forces, Atlanta Area Psychological Associates, PC may release PHI about you as required by military command authorities. Atlanta Area Psychological Associates, PC may also release PHI about foreign military personnel to the appropriate military authority.

11. National Security, Protective Services for the President, and Intelligence Activities: Atlanta Area Psychological Associates, PC may release PHI about you to authorized federal officials so they may provide protection to the President, other authorized persons, or foreign heads of state, to conduct special investigations for intelligence, counterintelligence, and other national activities authorized by law.

12. Correctional Institutions: If you are or become an inmate of a correctional institution, Atlanta Area Psychological Associates, PC may disclose PHI to the institution or its agents when necessary for your health or the health and safety of others.

13. For Research Purposes: In certain limited circumstances, Atlanta Area Psychological Associates, PC may use information you have provided for medical/psychological research, but only with your written authorization. The only circumstance where written authorization would not be required would be if the information you have provided could be completely

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disguised in such a manner that you could not be identified, directly or through any identifiers linked to you. The research would also need to be approved by an institutional review board that has examined the research proposal and ascertained that the established protocols have been met to ensure the privacy of your information.

14. For Workers' Compensation Purposes: Atlanta Area Psychological Associates, PC may provide PHI in order to comply with Workers' Compensation or similar programs established by law.

15. Health Oversight Activities: Atlanta Area Psychological Associates, PC may disclose health information to a health oversight agency for activities such as audits, investigations, inspections, or licensure of facilities. These activities are necessary for the government to monitor the health care system, government programs and compliance with laws. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess Atlanta Area Psychological Associates, PC's compliance with HIPAA regulations.

16. If Disclosure is Otherwise Specifically Required by Law.

17. In the Following Cases, Atlanta Area Psychological Associates, PC Will Never Share Your Information Unless You Give us Written Permission: Marketing purposes, sale of your information, most sharing of psychotherapy notes, and fundraising. If we contact you for fundraising efforts, you can tell us not to contact you again.

VI. Other Uses and Disclosures Require Your Prior Written Authorization: In any other situation not covered by this notice, Atlanta Area Psychological Associates, PC will ask for your written authorization before using or disclosing medical information about you. If you chose to authorize use or disclosure, you can later revoke that authorization by notifying Atlanta Area Psychological Associates, PC in writing of your decision. You understand that Atlanta Area Psychological Associates, PC is unable to take back any disclosures it has already made with your permission, Atlanta Area Psychological Associates, PC will continue to comply with laws that require certain disclosures, and Atlanta Area Psychological Associates, PC is required to retain records of the care that its therapists have provided to you.

## VII. RIGHTS YOU HAVE REGARDING YOUR PHI:

1. The Right to See and Get Copies of Your PHI either in paper or electronic format: In general, you have the right to see your PHI that is in Atlanta Area Psychological Associates, PC's possession, or to get copies of it; however, you must request it in writing. If Atlanta Area Psychological Associates, PC does not have your PHI, but knows who does, you will be advised how you can get it. You will receive a response from Atlanta Area Psychological Associates, PC within 30 days of receiving your written request. Under certain circumstances, Atlanta Area Psychological Associates, PC may feel it must deny your request, but if it does, Atlanta Area Psychological Associates, PC will give you, in writing, the reasons for the denial. Atlanta Area Psychological Associates, PC will also explain your right to have its denial reviewed. If you ask for copies of your PHI, you will be charged a reasonable fee per page and the fees associated with supplies and postage. Atlanta Area Psychological Associates, PC 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.

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2. **The Right to Request Limits on Uses and Disclosures of Your PHI:** You have the right to ask that Atlanta Area Psychological Associates, PC limit how it uses and discloses your PHI. While Atlanta Area Psychological Associates, PC will consider your request, it is not legally bound to agree. If Atlanta Area Psychological Associates, PC does agree to your request, it will put those limits in writing and abide by them except in emergency situations. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. You do not have the right to limit the uses and disclosures that Atlanta Area Psychological Associates, PC is legally required or permitted to make.

3. **The Right to Choose How Atlanta Area Psychological Associates, PC 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). Atlanta Area Psychological Associates, PC is obliged to agree to your request providing that it can give you the PHI, in the format you requested, without undue inconvenience.

4. **The Right to Get a List of the Disclosures.** You are entitled to a list of disclosures of your PHI that Atlanta Area Psychological Associates, PC has made. The list will not include uses or disclosures to which you have specifically authorized (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, or to corrections or law enforcement personnel. The request must be in writing and state the time period desired for the accounting, which must be less than a 6-year period and starting after April 14, 2003. Atlanta Area Psychological Associates, PC will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list will include the date of the disclosure, the recipient of the disclosure (including address, if known), a description of the information disclosed, and the reason for the disclosure. Atlanta Area Psychological Associates, PC 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.

5. **The Right to Choose Someone to Act for You:** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

6. **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 Atlanta Area Psychological Associates, PC 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 Atlanta Area Psychological Associates, PC's receipt of your request. Atlanta Area Psychological Associates, PC 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 Atlanta Area Psychological Associates, PC. 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

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right to ask that your request and Atlanta Area Psychological Associates, PC's denial will be attached to any future disclosures of your PHI. If Atlanta Area Psychological Associates, PC approves your request, it will make the change(s) to your PHI. Additionally, Atlanta Area Psychological Associates, PC will tell you that the changes have been made and will advise all others who need to know about the change(s) to your PHI.

6. 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.

7. Submit all Written Requests: Submit to Atlanta Area Psychological Associates, PC at the address listed on top of page one of this document.

VIII. COMPLAINTS: If you are concerned your privacy rights may have been violated, or if you object to a decision Atlanta Area Psychological Associates, PC made about access to your PHI, you are entitled to file a complaint. You may also send a written complaint to the Secretary of the Department of Health and Human Services Office of Civil Rights. Atlanta Area Psychological Associates, PC will provide you with the address. Under no circumstances will you be penalized or retaliated against for filing a complaint. Please discuss any questions or concerns with your therapist. Your signature on the "Information, Authorization, and Consent to Treatment" (provided to you separately) indicates that you have read and understood this document.

IX. Atlanta Area Psychological Associates, PC's Responsibilities: We are required by law to maintain the privacy and security of your PHI. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

**Please initial that you have read this page \_\_\_\_\_**

**ACCEPTANCE OF POLICIES, CONSENT FOR TREATMENT,  
ASSIGNMENT OF BENEFITS AND INFORMATION RELEASE:**

I have read and do understand the contents of this form and agree to the policies of my relationship with my doctor or therapist and am authorizing my doctor or therapist to begin treatment with me. Further, AAPA may file on my behalf for payment of services with my insurance company and receive payment for these services directly. I agree that AAPA may release any and all records to my insurance company or payer as requested for the processing of my claim for services.

Please print, date, and sign your name below indicating that you have read and understand the contents of this form.

\_\_\_\_\_  
**Client Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client Signature**

**If Applicable:**

\_\_\_\_\_  
**Parent's or Legal Guardian's Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent's or Legal Guardian's Signature**

The signature of the doctor below indicates that she or he has discussed this form with you and has answered any questions you have regarding this information.

\_\_\_\_\_  
**Doctor's Signature**

\_\_\_\_\_  
**Date**

(Form updated February 2022)