



HIPAA Notice & Service Agreement

HIPAA NOTICE

DEFINITION OF TERMS

Your provider may use or disclose your protected health information (PHI), for treatment, payment, and health care operations with your consent and under some circumstances without your consent. To help clarify, here are some definitions:

- *PHI* refers to information in your health record that could identify you. It includes: 1) information about your reasons for seeking care; 2) a description of the ways in which your life is impacted; 3) your diagnosis; 4) the goals that have been set for treatment; 5) your progress towards those goals; 6) your medical and social history; 7) your treatment history; 8) any past treatment records received from other providers; 9) reports of any professional consultations; 10) your billing records; and 11) any reports that have been sent to anyone, including your insurer.
- *Treatment* is when your provider delivers, coordinates, or manages your health care or other services related to your health care. An example of treatment would be when your provider consults with another health care provider, such as your family physician or provider.
- *Payment* is when your provider obtains reimbursement for your healthcare. Examples of payment are when your provider discloses your PHI to your health insurer to obtain reimbursement for your health care, or to determine eligibility or coverage, or for collection activities.
- *Health Care Operations* are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- *Use* applies only to activities within our practice group such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- *Disclosure* applies to activities outside of our practice group, such as releasing, transferring, or providing access to information about you to other parties.
- *Treatment Notes* are the notes your provider makes about a counseling or psychiatric session. These notes are given a greater degree of protection than PHI.

USES & DISCLOSURES REQUIRING AUTHORIZATION

Your provider may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your authorization is obtained. An *authorization* is written permission beyond the general consent that permits only specific disclosures. In those instances when your provider is asked for information for purposes outside of treatment, payment and health care operations, he will obtain an authorization from you before releasing this information. Your provider will also need to obtain an authorization before releasing your treatment notes. You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Your provider has already acted on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage.

USES & DISCLOSURES WITH NEITHER CONSENT NOR AUTHORIZATION

Your provider may use or disclose PHI without your consent in the following circumstances:

- Your provider may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort will be made to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you don't object, your provider will not tell you about these consultations unless it is deemed important to your therapy. Consultations may be noted in your Clinical Record.
- Your provider works with an administrative staff that may access your PHI. All staff members are trained to protect your privacy and have agreed not to release any information outside the practice unless properly instructed.

- Our practice contracts with an accountant, insurers, a billing clearinghouse, and other necessary support agencies. The personnel employed at these third-party agencies have been trained to protect your privacy.
- If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the provider-client privilege law. Your provider cannot provide any information without your (or your personal or legal representative's) written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency requests your information for oversight activities, your provider may be required to comply.
- If a patient should file a complaint or lawsuit, the provider may disclose relevant PHI to provide a defense.
- If a patient files a Worker's Compensation claim, the client typically must execute a release so that the provider may release the information, records or reports relevant to the claim.
- If a provider knows or has reason to suspect that a child under age 18 or a mentally retarded, developmentally disabled, or physically impaired child under age 21 has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law generally requires that the provider file a report with the appropriate government agency, usually the public children services agency. Once such a report is filed, the provider may be required to provide additional information.
- If a provider reasonably believes a vulnerable adult over age 60 or any mentally retarded/developmentally disabled adult is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires that the provider report such belief to the county Department of Job and Family Services. Once such a report is filed, the provider may be required to provide additional information.
- If a provider knows or has reasonable cause to believe that a client has been the victim of domestic violence, the provider must note that knowledge or belief and the basis for it in the patient's Treatment Notes.
- If a provider believes that a patient presents a clear and substantial risk of imminent serious harm to him/herself or someone else and that disclosure of certain information may serve to protect that individual, then the provider may have to disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.
- If you communicate to your provider an explicit threat of inflicting imminent and serious physical harm or causing the death of one or more clearly identifiable victims, and your provider believes you have the intent and ability to carry out the threat, then your provider may take one or more of the following actions in a timely manner:
 - Take steps to hospitalize you on an emergency basis,
 - Establish and undertake a treatment plan created to eliminate the possibility that you will carry out the threat, and initiate arrangements for a second opinion risk assessment with another professional,
 - Communicate to a law enforcement agency and, if feasible, to the potential victim(s), or victim's parent or guardian if a minor, all of the following information: a) the nature of the threat, b) your identity, and c) the identity of the potential victim(s).
- If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law and Your provider will not release this information without written authorization from you or a legally-appointed representative, or a court order. Privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered.
- If you file a Worker's Compensation claim, we may be required to give your PHI to relevant parties & officials.
- The laws governing confidentiality can be quite complex, and your provider is not an attorney. In situations where specific advice is required, you may need to seek formal legal advice from an attorney.

CLIENT RIGHTS

- You have the right to request restrictions on certain uses and disclosures of your PHI, but your provider is not necessarily obligated to comply. If you like, your provider can give you additional information.

- You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations and your provider will comply with that request if it is reasonable.
- You have the right to inspect or obtain a copy of PHI and treatment notes. On your request, your provider will discuss with you the details of the inspection process and any rights you may have in connection with that process. Your provider may charge a fee for the service of rendering copies or making copies available for inspection.
- You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your provider has the right to deny your request. Upon request, your provider will discuss the amendment process.
- You generally have the right to an accounting of disclosures of PHI for which you have neither provided consent nor authorization. On your request, your provider will discuss this process with you.
- You have the right to obtain a paper copy of this notice from your provider upon request.

PROVIDER DUTIES

- Your provider will maintain the privacy of PHI and give you a notice of practices with respect to PHI.
- Your provider reserves the right to change the privacy policies and practices described in this notice. Unless Your provider notifies you of such changes, however, he is required to abide by the terms currently in effect.
- If your provider revises his policies and procedures, you will be sent a notice by mail.

COMPLAINTS

If you are concerned that your privacy rights have been violated or you disagree with a decision made about access to your records, you may discuss it with your provider. Your provider acts as his own Privacy Officer. You may send a complaint to the Secretary of the US Department of Health and Human Services.

EFFECTIVE DATE & POLICY CHANGES

This notice is effective immediately. Your provider reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI.

SERVICE AGREEMENTS

SEPARATE COMPANIES

By signing a Consent Form for psych services, you acknowledge and agree that your psychiatric and counseling services (if any) will be rendered by two separate companies, neither of which is responsible for the actions of the other:

1. Any approved evaluation or counseling services will be delivered by AMG Counseling Ltd, which conducts business under the name “HighPoint Counseling.”
2. Any approved psychiatric services will be delivered by GeroPsych Psychiatry Ltd, which conducts business under the name “HighPoint Psychiatry.”

AMG COUNSELING LTD (DBA “HighPoint Counseling”)

1. Risks & Benefits of Counseling
Counseling can have benefits and some risks. It often involves discussing unpleasant aspects of your life, so you may experience uncomfortable feelings like sadness, guilt, or frustration. However, counseling may have many benefits. It can lead to better relationships, solutions to specific problems, significant reductions in feelings of distress, improved coping skills, and a better sense of wellbeing. There are no guarantees regarding what you will experience, but you can maximize your success by working toward your goals between sessions.
2. Authorization for Expert Evaluation (aka “Guardianship Evaluation”)
When a person’s mental status appears to have declined, a concerned party may seek guardianship over that individual. An expert evaluation is one step in the process of appointing a guardian. You authorize HighPoint Counseling to conduct an expert evaluation upon the request of the court, your family, your duly appointed Power of Attorney, the staff of the facility at which you reside, or any other party who – in the judgment of your provider - has a reasonable basis for making such a request. Upon completion of any such evaluation, you authorize HighPoint Counseling to release a written report of all findings/recommendations to the requesting party and the presiding Court. You grant this authorization with the understanding that such evaluation could be used to give a third-party legal guardianship over you. If you do not want your counselor to conduct your expert evaluation, you may request a different examiner employed by HighPoint Counseling, request an examiner unaffiliated with HighPoint

Counseling, or refuse to participate in the evaluation altogether. This authorization shall remain in effect until it is revoked. You have the right to revoke this authorization at any time by sending written notification to HighPoint Counseling via mail (151 Orchardview Rd, Ste 1A, Seven Hills, OH 44131), email (Referrals@HighPoint.health), or fax (844-779-2439).

3. Supervision

When appropriate, counseling services may be delegated to a provider who is highly trained but not independently licensed. Such providers are legally permitted to render mental health care, but only under the supervision of an independently licensed provider. In such a case, the Supervisor will meet with your counselor regularly to discuss your case, retain responsibility for the quality of your care, and submit insurance claims under his/her name. In addition to calling your provider, you may contact the Supervisor to discuss your care at any time. Any counselor or supervisor employed by HighPoint Counseling can be reached by calling (844) 779-2433. The following supervisory relationships have been established but are subject to change:

Dr. Krystal Drake (Psychologist) supervises:

- Elizabeth Anderson, MA

Dr. Kristin Hilfer (Psychologist) supervises:

- Elizabeth Anderson, MA

Dr. Kaitlyn McCarthy (Psychologist) supervises:

- Emily Chervenak, LSW

Dr. Steve Beyer (Psychologist) supervises:

- Kelsey O'Connell, LPC

GEROPSYCH PSYCHIATRY, LTD (DBA "HighPoint Psychiatry")

1. Risks & Benefits of Psychiatric Services

Nurse practitioners (NPs) and Physician Assistants (PAs) can prescribe psychiatric medications that might help you manage psychiatric problems and improve your quality of life. Risks associated with such medications may include physical, behavioral, cognitive, and emotional side effects. There is also the chance you could experience an allergic reaction to a medication or an interaction amongst multiple medications. Most patients experience no detriment to wellbeing when taking psychiatric medications, but adverse and potentially life-threatening outcomes are possible. To minimize the risk of negative outcomes, you are advised to give your provider a full and accurate medical history. If you experience any adverse effects that might be due to a medication, please alert your provider immediately.

2. Collaborating Physician

Both NPs and PAs are independently licensed providers in Ohio, meaning they can treat patients without direct supervision. However, they must have a "Collaborating Physician" with whom they can consult on difficult cases. The Collaborating Physician also conducts routine chart reviews to ensure the quality of patient care. Dr. Michel Farivar serves as the Collaborating Physician for all NPs and PAs employed by HighPoint Psychiatry.

MISCELLANEOUS PROVISIONS

1. Emergency Telephone Calls

Your calls will be answered by either your provider or his/her voicemail system. If your provider cannot be reached in an emergency, go to your nearest emergency room and/or call 911. Additionally, you may call: Psychiatric ER/Suicide Hotline (216-623-6888), Rape Crisis Center (216-619-6192), Child Abuse (216-696-KIDS)

2. Stopping or Pausing Treatment

You may stop treatment(s) at any time. It is usually best to discuss termination in advance and plan for it accordingly. Your provider may terminate sessions at his/her discretion based upon clinical, financial, or any other considerations.

3. Fees

For a current fee schedule, please call (844) 779-2433. Only your insurer can tell you what your out-of-pocket costs will be. If you become involved in legal proceedings that require the participation of your provider, you will be expected to pay for all professional time, including preparation and transportation. A minimum fee of \$30.00 will be added to your balance for each check returned for insufficient funds.

4. Confidentiality

In most situations, healthcare providers can only release information about you if you authorize such release. However, you agree that the following exceptions to confidentiality apply:

- Your Provider(s) may release information regarding your care to your insurer and its contracted billing agency; and
- Your Provider(s) must comply with court-issued subpoenas for your records; and
- Your Provider(s) must release your private information if the protection of society or yourself is imminently more important than the protection of your right to privacy (e.g., cases of child or elder abuse, suicidal or homicidal intent).
- Your Provider(s) may release information to their attorneys and the presiding Court in the event of a professional liability suit.

5. Authorization to Release Information

When providing care to patients in a residential health care facility (e.g., nursing homes, intermediate care centers, and assisted living communities), it is common practice for providers to share patient information with the facility's staff and the patient's family. This is done to coordinate medical and mental health care. Under the terms of this agreement, you authorize HighPoint Counseling and HighPoint Psychiatry to share their respective treatment records with each other, with their respective Business Associates (e.g., billing agency, medical records staff), with the facility where you reside (and its employees), and with your loved ones. Your provider may make such disclosures at his/her discretion. Your authorization to release information as described shall remain in effect until you revoke it. You have the right to revoke this authorization at any time by sending written notification via U.S. Mail (151 Orchardview Rd, Seven Hills, OH 44131) or via fax (844-779-2439).