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

PLEASE READ CAREFULLY: THIS NOTICE DESCRIBES HOW YOUR PSYCHOLOGICAL AND MEDICAL INFORMATION MAY BE USED AND DISCLOSED, AND HOW YOU CAN ACCESS THIS INFORMATION.

I. Disclosure of Payment, Health Care Operations, & Treatment

I may use or disclose your *protected health information* (PHI) without your authorization in situations related to payments, health care operations, and/or treatment. In certain circumstances, I can only do so when the person or business requesting your PHI provides me with written requests that contain promises to protect the confidentiality of your PHI. Below are some definitions to assist in your understanding of this process.

- “PHI” – information in your health record that could identify you.
- “Treatment and Payment Operations”
 - *Payment* - when I contact your insurance provider to clarify coverage and obtain reimbursement for services.
 - *Health Care Operations* - when I disclose your PHI to your health Care service plan or to other health care providers contracting with your plan when administering, modifying or consulting about your treatment plan.
 - *Treatment* - anytime I consult with another healthcare provider, such as your family physician or another therapist regarding your treatment.
- “Use” - applies to activities *within* my office/practice, such as sharing, applying, and utilizing information that identifies you.
- “Disclosure” - applies to communications *outside* of my office/practice, such as releasing, transferring, or providing access to your information to other parties.
- “Authorization” means written permission for specific uses or disclosures.

II. Uses and Disclosures Requiring Authorization

- I may use or disclose PHI with your authorization, for purposes outside the above described treatment, payment, and health care operations. *I will ask for your written authorization prior to releasing any of this information.*
- I will also request your written authorization if another party requests your psychotherapy notes, which are notes made regarding our private conversations during counseling. These notes are kept separate from any medical record information and are given a greater degree of protections than PHI.
- You have the right to revoke or modify all signed authorizations at any time; however, the revocation/modification is not effective until I receive it.

III. Uses and Disclosures with Neither Consent nor Authorization

There are some general circumstances in which I may use or disclose PHI without your consent.

1. Child Abuse: In my professional capacities, whenever I observe or have reasonable suspicion that a child has been the victim of abuse or neglect, I legally **MUST** make an anonymous report to the appropriate local authorities/agencies.
2. Adult or Domestic Abuse: If in my professional capacities, I observe or have knowledge of an incident in which a dependent or elder adult has suffered physical abuse, abandonment, abduction, isolation, neglect or financial abuse, I legally **MUST** report the known or suspected abuse immediately to the appropriate local authorities/agencies.
3. Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made about your therapy, there are several circumstances in which I may be required to *break* our confidentiality: These situations are described below:
 - a. If you, your lawyer or personal representative provides written authorization
 - b. If I am presented with a court order
 - c. If there is a subpoena to produce therapy records and the party making the request provides me with evidence that you and your attorney have been served with a copy of the subpoena, and you have you have not told me that you are bringing a motion to block or modify the subpoena.
 - d. If you are in a legal proceeding and are being psychologically evaluated by a third party or an evaluation is court ordered
 - e. If you initiate a worker's compensation suit claiming emotional damage, and I am requested to make a report, your PHI will not remain confidential.
4. Serious Threat to Health or Safety: If you communicate to me a serious threat of physical violence against an identifiable victim, I **MUST** make reasonable efforts to contact the intended victim and the police. If I suspect that you are in such a condition as to be dangerous to yourself or others, I may release relevant information to prevent any danger.

IV. Patient's Rights

The following is a list of some of your client/patient rights regarding your PHI:

- Right to Receive Confidential Communications by Alternative Means and Locations: You have the right to request and receive confidential communications of PHI by alternative means and locations. (For example, if you do not want family members to know that you are seeing me, I can arrange to have bills sent to a different address.)
- Right to Inspect and Copy: You have the right to inspect or copy PHI in your counseling and billing records. If this request is made, I will charge you no more than \$.25 per page copied. In some cases, I may deny this access but may opt to provide you with a summary instead. You also have the right to have this denial reviewed. Upon your request, we can discuss this process.
- Right to a Paper Copy: You have the right to a paper copy of all signed forms.
- Right to Request Restrictions: You have the right to request restrictions on certain uses and disclosures of PHI, although I am not required to agree with or abide by these restrictions.
- Right to Know: You have a right to know if any PHI has been shared as described in sections II and III. These circumstances will be discussed with you and should not be of surprise.

V. Psychologist’s Duties

The following are some of my professional duties regarding your PHI:

- I am required to maintain the privacy of your PHI, to provide you with a legal notice (this form) of this duty and the privacy practices related to your PHI.
- I reserve the right to change these policies, however, I must abide by them unless I have notified you of any changes.
- I must provide you with written information about any changes in these privacy practices.

VI. Complaints

If you concerned that I have violated your privacy rights, or you disagree with a decision I have made about your PHI, I would encourage you to contact me directly so that we can discuss the matter. However, you may decide to send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201. There will be no retaliatory behavior as a result of any complaint that you file.

VII. Internet and Mobile Phone Use

In the event that you and I correspond via the Internet or mobile phones, it is important that you are aware of the limits of confidentiality related to these devices. Although all possible efforts will be made to ensure you PHI is maintained, they are not 100% protected from outside interference. You have the right to request that information not be shared in this way.

Your signature indicates that you have read and understand the above information. Please feel comfortable to discuss any and all issues that may not yet be clear prior to signing.

Client Signature

Date

My signature indicates that we have discussed this information and related questions regarding the use and disclosure of your PHI.

Therapist Signature

Date