

AUDREY HAM, PHD
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PSY-22723

***Patient Rights & Responsibilities, Professional Services Agreement
Notice of Policies and Practices to Protect the Privacy of Your Health Information***

Welcome to my psychotherapy practice. This document contains important information about your rights and responsibilities, and my professional services and business policies. Please read it carefully and let me know if you have any questions. After you have reviewed this document, please sign it and return it to me. Once you sign this, it will constitute a binding agreement between us.

Although I share office space with other professionals, please be advised that I am completely independent in my provision of clinical services. My professional records are separately maintained and no other professional can have access without your permission.

Psychological Services

Psychotherapy varies depending on the needs and personality of the patient, the therapist, and the particular problems you are experiencing. There are many different techniques that may be helpful in dealing with the problems that you hope to address. If you have any questions about my procedures, we should discuss them whenever they arise. Psychotherapy calls for an active effort on your part both during and in between sessions.

Psychotherapy can have risks and benefits. Since therapy often involves discussing difficult 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, resolutions to specific problems, and reductions in feelings of distress. However, there are no guarantees of what you will experience.

Initially, I will conduct an evaluation that will last from 1 to 2 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. We will also discuss my treatment recommendations. If psychotherapy is initiated, I will usually schedule one 50-minute session per week at a time we agree on. If you decide to discontinue your work with me, I can help you secure an appropriate consultation with another qualified mental health professional.

Confidentiality

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your permission. However, there are a few exceptions in which I am legally obligated to take action to protect others from harm, even if it requires that I reveal information about a patient's treatment. Exceptions include: if a patient is at imminent risk for hurting him/herself; if a patient communicates immediate threat or serious harm to another; or if child abuse or neglect is suspected. If the patient threatens to harm him/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. In the event of suspected child abuse or neglect, I am required by law to file a report with the appropriate state agency.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

I may occasionally find it helpful to consult with other healthcare professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential.

Confidentiality Issues with Children & Adolescents

If you are a parent or guardian of a child or adolescent receiving psychotherapy, I will involve you in helping your child to the fullest extent possible. However, the content of your child's sessions must be confidential in order to enable your child to confide in me and for therapy to be effective.

In the treatment of adolescents, there are many issues that therapists have no opportunity to address unless the adolescents trust that communication in therapy will not be shared with parents or guardians. These issues may include the use of cigarettes, alcohol, drugs, sexual concerns or behavior, gang involvement, cutting classes or truancy, school failure, unauthorized time with peers, and/or criminal activity. As your adolescent's therapist, I will work to help him or her behave in ways that are not self-destructive, and that do not limit his or her options for the future. If any of these issues rise to the level of serious, imminent danger to self or to others, parents and/or appropriate authorities will be notified.

Professional Records

The laws and standards of my profession require that I keep treatment records. Records are kept under locked file. You are entitled to access your records unless I believe that seeing them would be emotionally damaging, in which case I will review them with you or send them to a mental health professional of your choice, to allow you to discuss the contents.

Fees

My fee is _____ per session. Payment of fees is due at the time service is rendered. In addition to weekly appointments, I charge this amount for other professional services you may need. Other services may include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and 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 my professional time including preparation, transportation, and attendance costs.

Sessions are payable by cash, check or credit card. If a check bounces, you will be responsible for the bounced check fee. Bills that are 90 days past due may be placed in collection. I will inform you before I take this measure so that you will have the opportunity to pay promptly.

Cancellation Policy

Once an appointment is scheduled you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation. However, there are certain circumstances in which advance notice is not possible, such as a sudden medical emergency or inclement weather. Missed appointments for non-emergency reasons will result in a cancellation fee. Furthermore, if you must cancel and wish to reschedule, I will try to find another time to reschedule the appointment.

Insurance Issues

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will sign forms and provide assistance to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. As a courtesy to you, I employ a professional insurance biller, CD billing, who facilitates reimbursement from the insurance companies.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and may be stored on 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. At your request, I will let you know if any information beyond a diagnosis code is required.

Contacting Me

I am often not immediately available by telephone. While I am in my office on most business days, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by a confidential voice mail that I monitor frequently during business hours. I will make every effort to return your call on the same day you

make it, with the exception of weekends and holidays. If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact if you need immediate assistance.

***If you are unable to reach me and if it is an emergency situation, dial 911, or go to the nearest emergency room.*

Consent

I authorize and request that Audrey Ham, Ph.D. carry out psychological examinations, treatment procedures, which now or during the course of my care as a patient are advisable. I understand that I can ask questions regarding the purpose of these procedures and that I have the right to be aware of all aspects of the working relationship. I understand that I have the right to participate actively in all aspects of treatment planning and that I can discontinue treatment at any time. I also understand that while the course of therapy is designed to be helpful, it may at times be difficult and uncomfortable.

Notice to Consumers

The Department of Consumer Affairs' Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. If you have questions or complaints you may contact the Board on the Internet at www.psychboard.ca.gov, by e-mailing bopmail@dca.ca.gov, calling 1-866-503-3221 or writing to the following address: Board of Psychology, 2005 Evergreen Street, Ste. 1400, Sacramento, CA 95815.

I have read and understand the above information regarding my rights and responsibilities.

Patient Signature

Date

Patient Name (printed)

If patient is under 18 years old

Parent/Guardian Signature

Date

Parent/Guardian Name (printed)

Audrey Ham, Ph.D.
Licensed Psychologist
CA License # PSY 22723

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

I 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 I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose 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, and case management and care coordination.
- “*Use*” applies only to activities within my practice, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my practice, such as releasing, transferring, or providing access to information about you to other parties.
 - + Most uses and disclosures of psychotherapy notes, uses and disclosures of protected health information (PHI) for marketing purposes, and disclosures that constitute a sale of PHI require patient authorization;

- ✦ Other uses and disclosures not described in the Privacy Notices will be made only with authorization from the individual;
- ✦ Patients have the right to restrict certain disclosures of PHI to health plans/insurance companies if the patient pays out of pocket in full for the health care service; and
- ✦ Affected patients have the right to be notified following a breach of unsecured protected health information.

II. Uses and Disclosures Requiring Authorization

I 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 I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes I have made about our conversations during counseling sessions, phone calls, emails or other communications, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

If you agree, we may exchange information by email, text (sms) message, or another electronic method. You may also request electronic/digital copies of your PHI (sometimes called e-PHI). Before doing so, however, you should know that these forms of communication are not secure.

I will also obtain an authorization from you before using or disclosing PHI or Psychotherapy Notes in a way that is not described in this Notice.

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 I have relied on a prior authorization, or if the authorization was obtained as a condition of obtaining insurance coverage, since laws provide the insurer the right to contest claims under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If I have reason to believe that child abuse or neglect has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future, I must immediately report the matter to the appropriate authority.
- *Adult and Domestic Abuse* – If I, in the performance of their professional or official duties, know or have reason to believe that a dependent adult has been abused and is threatened with imminent abuse, I must promptly report the matter to the appropriate authority.
- *Health Oversight Activities* – If the Hawaii Board of Psychology is investigating my competency, license or practice, I may be required to disclose protected health information regarding you.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about the counseling or psychotherapy services provided to

you and/or the records thereof, such information is privileged under Hawaii law, and I shall not release 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. I shall inform you in advance if this is the case.

- *Serious Threat to Health or Safety* – I may disclose protected health information regarding you where there is clear and imminent danger to you or another individual or to society, and then only to appropriate professional workers or public authorities. If you are at risk, I may also contact family members or others who could assist in providing protection.
- *Worker's Compensation* – If you have filed a worker's compensation claim, I may be required to disclose PHI about any services I have provided to you that are relevant to the claimed injury.
- *When allowed by federal or state laws or regulations*. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency, to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

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 protected health information. For example, you may request that I not disclose PHI to your health plan for services you have paid for out-of-pocket. With limited exceptions, I am required to honor that 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, I 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 my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. 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. I may deny your request. On your request, I 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 me upon request, even if you have agreed to receive the notice electronically.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket* — You

have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.

- *Right to Be Notified if There is a Breach of Your Unsecured PHI.* You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- With limited exceptions, I am required to advise you of any breach of your PHI privacy of which I may become aware.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice.

V. Complaints

The Department of Consumer Affairs' Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact the Board of Psychology at 2005 Evergreen Street, STE 1400, Sacramento, CA 95815 in writing or by phone at 1-866-503-3221.

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

This notice is effective as of September 23, 2013. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice.

Audrey Ham, PhD
Licensed Psychologist (PSY-22723)
202 S. Lake Avenue, #240
Pasadena, CA 91101
Tel: (626) 319-6327

I, (print name) _____, have received a copy and reviewed the
“Notice of Policies and Practices to Protect the Privacy of your Health Information” given by
Dr. Audrey Ham.

Signature

Date