



**CLIENT CONTACT SHEET**

**Client's Full/Legal Name:** \_\_\_\_\_  
First Middle Initial Last Jr./Sr./III

**Client's Parent/Guardian Name:** \_\_\_\_\_  
(If applicable) First Middle Initial Last Jr./Sr./III

**Relationship of Above to Client:** \_\_\_\_\_  
(If applicable)

**Phone #'s:** \_\_\_\_\_ (h) \_\_\_\_\_ (w)  
 \_\_\_\_\_ (c) \_\_\_\_\_ (Fax)

**Client's Physical Address:** \_\_\_\_\_  
Street Address

City State Zip

**Client's Mailing Address (if different):** \_\_\_\_\_  
Street Address

City State Zip

**Client's Social Security #:** \_\_\_\_\_

**Client's Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Client's School/Employer:** \_\_\_\_\_

If client is child/dependent, complete the following:

**Parent/Guardian's Social Security #:** \_\_\_\_\_

**Parent/Guardian's Date of Birth:** \_\_\_\_\_

**Parent/Guardian's Employer:** \_\_\_\_\_

\_\_\_\_\_  
 Signature of Adult Date

*I certify that all the above information is true to the best of my knowledge and ability.*



## INFORMED CONSENT FOR PSYCHOSEXUAL AND PARENTING TESTING

### **Purpose of the Evaluation:**

The Medlin Treatment Center (MTC) will conduct an evaluation to examine your psychological, sexual, and parenting functioning. This will include your background and family history, psychological adjustment, sexual history, and previous parenting experiences. This evaluation serves the court, DFACS, or probation in its consideration of possible innocence, potential risk to public safety, need for specialized treatment and/or sentencing alternatives. Pre-trial investigative officers have found these types of reports to be useful in making recommendations to the court. The report can also enable defense attorneys to argue effectively for appropriate treatment for their clients.

### **Tests Used:**

You will be administered a battery of psychological, psychosexual, and parenting tests as part of the evaluation process. Those tests will include some or all of the following:

**Psychosexual Interview:** You will be interviewed regarding your sexual history and family history as related to your current problem. Additional information will be gathered from court records and other sources as needed. **It is always recommended that you bring in a copy of any court documents that you have pertaining to your case!**

**Multiphasic Sex Inventory:** This questionnaire assesses the psychological characteristics of individuals with a sexual deviancy problem or those who have been accused of inappropriate sexual behavior. It is a sex inventory, not a personality test. It is not appropriate for use in the legal determination of guilt or innocence. The alleged offender must acknowledge guilt in order for the inventory to be most useful.

This test compares the responses of the individual to known groups of individuals who have displayed inappropriate sexual behavior. It provides important information regarding the nature of the offense and the individual's characteristics. It can also be used during the treatment process to determine the degree of openness and progress in treatment. While the MSI does not tell us whether an individual is likely to commit deviant sex acts, it does help in determining the confidence we might wish to place in the individual's self-statements regarding his actual intent and behavior with regard to sexually deviant activities.

**Minnesota Multiphasic Personality Inventory (MMPI):** This is a widely used test of personality characteristics. This questionnaire contains 567 true/false items. The test results yield a profile for each client, which gives information about the client's personality and any psychiatric symptoms. This test has scales to detect faking.

**Multiaxial Diagnostic Inventory:** This is a form that lists various problems and symptoms. You are asked to check any of these that apply to you.

**Shipley Institute of Living Scale:** This test assesses your vocabulary and abstract reasoning. This test takes approximately 20 minutes and provides a quick measure of general intellectual functioning. Instead of this test, you may be administered the Kaufman Brief Intelligence Test, which is another type of intelligence test that is administered by the examiner. This test measures verbal and nonverbal skills.

**Empat Scale and Chi-Mo Scale:** These two questionnaires will ask about various attitudes, thoughts, and behaviors. They have been designed for use with clients who have a sexual deviancy problem.

**Sone Sexual History Form:** This questionnaire asks specific questions about your sexual history.

**Parenting Stress Index (PSI):** This test is designed to identify parent-child systems that are under stress and at risk for dysfunctional parenting behaviors. This test has a scale to detect defensive responding.

**Child Abuse Potential Inventory:** This inventory assesses an individual's risk for physically abusing a child. This test has a scale that detects defensive responding.

**Parent Awareness Skills Survey:** This test that assesses a person's ability to recognize critical issues in a variety of childhood situations, and produce adequate solutions.

**Penile Plethysmograph (PPG) for male clients only:** The penile plethysmograph measures your sexual arousal to a variety of sexual scenes with female and male partners of varying ages. Sexual responsiveness is measured by tracking the circumference (thickness) of the penis. You will be asked to place a flexible, metal sterilized clip on your penis. This is painless and is done in a private testing room where you will be alone. You will then listen to audiotapes that suggest sexual interactions with males and females of various ages. None of the audios are pornographic, however, some people may find them objectionable because they are sexually suggestive.

In addition to measuring your penile response, this test also measures your galvanic skin response and respiration in order to detect faking. You will place electrodes on two of your fingers. The electrodes measure your level of nervousness by measuring the amount of sweat on your skin. You will also have a respiration belt placed around your chest, which measures changes in your breathing. Your physiological responses are recorded in the computer. Additional testing may be used in order to address the specific issues in your case.

**Uses of the testing:**

The overall purpose of the testing is to help identify your potential psychological or sexual problems, if any. The test data is used in the following ways:

- 1) To help develop an understanding about your behaviors and psychological problems that may relate to sexual deviancy.
- 2) To help develop ideas about any sexual problems you may be experiencing such as sexual desires, obsessions, difficulties, sex knowledge, and deviant or atypical sexual behaviors.
- 3) To identify any difficulties or issues with your parenting skills and parent-child relationships.
- 4) To report your need for treatment or treatment progress to the appropriate agency, referral source, attorney, probation officer, court, etc.
- 5) The testing may be used to provide ongoing research data to help better understand individuals who may have sexual and/or psychological problems. Any data that may be used will not be linked personally to any client. All data will be coded with assigned research numbers rather than names. If you would not like to have your data used, then please notify your evaluator who will ensure that it is not used.

**Fees:**

The fee for this evaluation is \$750. You must pay the evaluation fee before you begin the evaluation, unless a third party such as DFACS or the court has agreed to pay for the evaluation. If a third party is paying for the evaluation, then this third party must sign a financial agreement before the evaluation begins. Additional testing or interviews will be billed at \$200 per hour. Your evaluator will discuss this with you before doing any extra work not covered by the fees above. These fees listed above are for the testing and a report. Expert testimony in court, conferences with attorneys or court officials, and telephone consultation about the report will be charged at \$200 per hour if your evaluator is a Doctorate-level clinician, \$250 if your clinician is Julie Medlin, Ph.D., and \$100 per hour if your evaluator is a Master's level clinician. If you plan to call your therapist or evaluator as an expert witness in your case, then you will need to pay a retainer fee in advance, which will cover 5 hours of services. This would be \$1,000 for a Doctorate-level clinician, and \$500 for a Master's level clinician.

Clinical services may be provided by a clinician who is seeking licensure under the supervision of a licensed clinician on staff. If this applies in your case, you will be notified of this at the time of the service.

An optional 45-minute feedback session with the evaluator at the office will cost \$100 per hour, if the evaluator has a master's degree, or \$200 per hour if the evaluator has a doctoral degree. Feedback may not be offered in cases in which a third party has requested the evaluation.

I understand that by signing this Informed Consent Form, I agree to all terms and conditions contained herein and hold harmless the Sexual Deviancy Program and the Medlin Treatment Center.

I also understand that no test results will be released from this clinic without my express written consent. If you would like for the test results to be released, please fill in and sign the Release of Information form attached.

My signature below indicates that I have read and understand the above-stated conditions of testing, payment, and information release.

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Signature of Client

---

Date



General & Specialized Psychological Services

### AUTHORIZATION TO RELEASE INFORMATION

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Client: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

**Need for Release:** to obtain information necessary to conduct an evaluation and to release a copy of the report

**Information to be disclosed:**

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| ___ Results of psychological testing | ___ Recommendations for therapy      |
| ___ Diagnosis                        | ___ Medication                       |
| ___ Treatment Plan                   | ___ Physical Status                  |
| ___ Statement of Progress            | ___ All Protected Health Information |
| ___ Other: _____                     |                                      |

I hereby authorize \_\_\_\_\_ to \_\_\_ obtain and \_\_\_\_\_ release the above information regarding myself or my dependent, above named. It is further understood that this authorization is subject to revocation at any time in writing. However, your revocation will not be effective to the extent that I have taken action in reliance on the authorization or if this authorization was obtained as a condition of obtaining insurance coverage and the insurer has a legal right to contest a claim.

I understand that MTC generally may not condition psychological services upon my signing an authorization unless the psychological services are provided to me for the purpose of creating health information for a third party.

I understand that information used or disclosed pursuant to the authorization may be subject to redisclosure by the recipient of your information and no longer protected by the HIPAA Privacy Rule.

\_\_\_ Please expect a telephone call from the above named therapist to discuss these matters.

\_\_\_ Please send information to 110 Eagles Walk Ste 100 Stockbridge, GA 30281.

SIGNED: \_\_\_\_\_  
Date: \_\_\_\_\_  
Expires: \_\_\_\_\_

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_



## Medlin Treatment Center-Patient Services Agreement

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

### **PSYCHOLOGICAL SERVICES**

Psychotherapy and psychological evaluation are not easily described in general statements. It varies depending on the personalities of the clinician and patient, and the particular problems you are experiencing. There are many different methods the clinicians at MTC may use to deal with the problems that you have to address. Psychotherapy and psychological evaluation are not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy and/or evaluation to be most successful, you will need to play an active role in the process.

### **LIMITATIONS OF SERVICES**

I understand that psychological services are limited to psychological evaluation, assessment, consultation and intervention. I understand that evaluation and assessment services may also include the use of psychological and neuropsychological tests. I understand that intervention services may include counseling and brief psychotherapy. I understand that the undersigned therapist is not warranting a cure or offering any guarantee of results or improvement of any condition.

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110 Eagles Walk, Ste. 100  
Stockbridge, GA 30281  
Voice (770) 507-6044  
Fax (770) 507-5284

698 N. Marietta Pkwy.  
Marietta, GA 30060  
Voice (770) 919-9088  
Fax (770) 919-8708

30-C Fox Chase  
Cartersville, GA 30120  
Voice (678) 721-2249  
Fax (678) 721-2424

3320 Old Salem Road  
Conyers, GA 30013  
Voice (770) 507-6044  
Fax (770) 507-5284

**ASSUMPTION OF RISKS**

I understand that the potential benefits of undergoing psychological services may include obtaining a professional opinion and an increased understanding of myself. I understand that potential risks may include limited predictive validity of psychological assessment procedures and possible emotional distress concerning my situation. I understand that alternative procedures include services provided by another psychologist, psychiatrist, or mental health professional.

**APPOINTMENTS**

If psychotherapy is begun, MTC will usually schedule at least one session (one appointment hour of 45 to 60 minutes in duration for individual therapy and one appointment 1.5 to 2 hours for group therapy) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours [1 day] advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.** If it is possible, MTC will try to find another time to reschedule the appointment.

**PROFESSIONAL FEES**

MTC's hourly fee for individual therapy is \$55 for a Masters-level clinician and \$115 for a Licensed Psychologist. MTC's fees for group therapy are \$30 when group therapy is conducted in addition to individual therapy and \$50 when group therapy is the only clinical service provided. In addition to weekly appointments, MTC charges the following rates for other related services: \$80 an hour for court testimony, depositions, or related court work by a Masters-level clinician; \$150 an hour for court testimony, depositions, or related court work by a licensed psychologist; \$0.05 per page copied of a client's Protected Health Information (only after one copy has already been provided to the client within a 12 month period); \$15 for writing a personal check that is returned by the bank due to insufficient funds; \$15 for client workbooks for adults; \$20 for workbooks for children; \$22 for workbooks for adolescents; \$7 for guidebooks for parents of adolescents in treatment; or, an amount equal to that charged for individual therapy for other professional services you may need, though MTC will break down the hourly cost if MTC work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries for third parties not involved with your case initially, and the time spent performing any other unspecified service you may request of me that is above and beyond the normal course of treatment. If you become involved in legal proceedings that require your MTC clinician's participation, you will be expected to pay for all of your MTC clinician's professional time, including preparation and transportation costs, even if your MTC clinician is called to testify by another party.

**CONTACTING MTC**

Due to work schedules, your therapist is often not immediately available by telephone. While MTC's offices are open between 9 AM and 9 PM, your MTC clinician will probably not answer the phone when he or she is with a patient. When your MTC clinician is unavailable, your telephone call will be answered by an administrative professional directly employed by MTC. MTC will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform us of some times when you will be available. In the case of emergencies (when there is an immediate threat to someone's safety), please page the MTC representative on-call at 770-589-0726. If you are unable to reach your therapist and feel that you can't wait for your therapist to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If MTC will be unavailable for an extended time, MTC will provide you with the name of a colleague to contact, if necessary.

**LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, MTC can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- MTC may occasionally find it helpful to consult other health and mental health professionals about a case. For example, MTC therapists may consult with each other during treatment team meetings. If an MTC therapist consults with another professional outside of MTC, the therapist will make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don't object, MTC will not tell you about these consultations unless MTC feels that it is important to our work together. MTC will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that MTC is a group practice with other mental health professionals and that MTC employs administrative staff. In most cases, MTC will need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- As required by HIPAA, MTC has formal business associate contracts with all independent contractors (licensed psychologists on staff) and businesses (cleaning service, attorney serving as general counsel to MTC, accountant) that may have contact with your confidential information to the most limited extent possible for MTC to operate, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, MTC can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, MTC may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations where MTC is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning MTC's professional services, such information is protected by the psychologist-patient privilege law. MTC cannot provide any information without your 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 MTC to disclose information.
- If a government agency is requesting the information for health oversight activities, MTC may be required to provide it for them.
- If a patient files a complaint or lawsuit against MTC or their MTC clinician, MTC may disclose relevant information regarding that patient in order to defend MTC or the MTC clinician.

- Where the validity of a will of a former patient is contested.
- If a patient files a worker's compensation claim, and MTC is providing treatment related to the claim, MTC must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which MTC is legally obligated to take actions, which MTC believes are necessary to attempt to protect others from harm and MTC may have to reveal some information about a patient's treatment.

- If MTC has reason to believe that a child has been abused, the law requires that MTC file a report with the appropriate governmental agency, usually the Department of Human Resources, Division of Family and Children Services. Once such a report is filed, MTC may be required to provide additional information.
- If MTC has reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, MTC must report to an agency designated by the Department of Human Resources. Once such a report is filed, MTC may be required to provide additional information.
- If MTC determine that a patient presents a serious danger of violence to another, MTC may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, MTC will make every effort to fully discuss it with you before taking any action, unless the therapist deems that sharing this information may cause harm, such as in the case of suspected child abuse. MTC will limit any disclosures to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and MTC and its staff are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, MTC keeps Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others, or makes reference to another person (unless such other person is a health care provider) and MTC believes that access is reasonably likely to cause substantial harm to such other person, or if information is supplied to MTC confidentially by others, you or your legal representative may examine and/or receive a copy of your Clinical Record, if you request it in writing. HIPAA allows MTC 30 days to prepare and provide a copy of your Clinical Record, with the option of an additional 30 days if the extension is asked for in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, MTC recommends that you initially review them in the presence of your MTC clinician, or have them forwarded to another mental health professional so you can discuss the contents. For more than one copy of your Clinical Record per 12 month period, MTC is allowed to charge a copying fee of \$ 0.05 per page (and for any special shipping or delivery requests). The exceptions to this policy are contained in the attached Notice Form. If MTC

refuses your request for access to your records, you have a right of review (except for information provided to MTC confidentially by others), which MTC will discuss with you upon request.

In addition, MTC also keeps a set of Psychotherapy Notes. These Notes are for the use of your MTC clinician and are designed to assist him or her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations with your therapist, analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal in therapy that is not required to be included in your Clinical Record [and information supplied to your therapist confidentially by others]. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that MTC amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about MTC's policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and MTC's privacy policies and procedures. MTC is happy to discuss any of these rights with you.

### **MINORS & PARENTS**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records unless MTC believes that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, an MTC therapist may request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, MTC will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. MTC will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless your MTC clinician feels that the child is in danger or is a danger to someone else, in which case, MTC will notify the parents of the concern. Before giving parents any information, your MTC clinician will discuss the matter with the child, if possible, and do their best to handle any objections he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. For MTC to provide services related to a court case you are involved in and your clinician will be involved in as a result, MTC requires you to pay a retainer fee equal to five (5) hours spent on the case before MTC's involvement begins.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, MTC has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require your therapist to disclose otherwise confidential information. In most collection situations, the only information MTC releases regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

**INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. MTC will fill out forms and provide you with whatever assistance MTC can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of MTC's fees. In the case of utilizing out-of-network insurance benefits, it is MTC's policy to require you to pay for the full cost of services at the time of service. At that point, MTC will file or help you file (at your choosing) the insurance claim forms to get you reimbursed by your insurance carrier. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, MTC will provide you with whatever information MTC can, based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, MTC will call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow your therapist to provide services to you once your benefits end. If this is the case, MTC will do its best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that MTC provide it with information relevant to the services that MTC provides to you. MTC is required to provide a clinical diagnosis. Sometimes MTC is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, MTC will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, MTC has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. MTC will provide you with a copy of any information MTC releases, if you request it. By signing this Agreement, you agree that MTC can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for MTC services yourself to avoid the problems described above [unless prohibited by contract].

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

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Signature of Client (or Guardian)

---

Date



## ***Notice of Medlin Treatment Center's Policies and Practices to Protect the Privacy of Your Health Information***

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

Medlin Treatment Center (hereafter referred to as "MTC") 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 MTC provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when MTC consults with another health care provider, such as your family physician or another psychologist.
  - *Payment* is when MTC obtains reimbursement for your healthcare. Examples of payment are when MTC discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of MTC's 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 MTC such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of MTC, such as releasing, transferring, or providing access to information about you to other parties.

### **II. Uses and Disclosures Requiring Authorization**

MTC 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

110 Eagles Walk, Ste. 100  
Stockbridge, GA 30281  
Voice (770) 507-6044  
Fax (770) 507-5284

698 N. Marietta Pkwy.  
Marietta, GA 30060  
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Fax (770) 919-8708

30-C Fox Chase  
Cartersville, GA 30120  
Voice (678) 721-2249  
Fax (678) 721-2424

3320 Old Salem Road  
Conyers, GA 30013  
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Fax (770) 507-5284

permission above and beyond the general consent that permits only specific disclosures. In those instances when MTC is asked for information for purposes outside of treatment, payment or health care operations, MTC will obtain an authorization from you before releasing this information. MTC will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes your clinician at MTC has made about conversations during a private, group, joint, or family counseling session, which MTC has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) MTC has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage’ law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

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

- *Child Abuse* – If MTC has reasonable cause to believe that a child has been abused, MTC must report that concern to the appropriate authority.
- *Adult and Domestic Abuse* – If MTC has reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, MTC must report that concern to the appropriate authority.
- *Health Oversight Activities* – If your clinician at MTC is the subject of an inquiry by the Georgia Licensing Board with jurisdiction over that clinician’s license, MTC may be required to disclose protected health information and psychotherapy notes regarding you in proceedings before the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made about the professional services MTC provided you or the records thereof, such information is privileged under state law, and MTC will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If your clinician at MTC determines, or pursuant to the standards of their profession should determine, that you present a serious danger of violence to yourself or another, MTC may disclose information in order to provide protection against such danger for you or the intended victim.
- *Worker’s Compensation* – MTC may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker’s

compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

#### **IV. Patient's Rights and MTC'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. However, MTC is not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a clinician at MTC. On your request, MTC 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. MTC may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, MTC 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. MTC may deny your request. On your request, MTC 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, MTC 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 upon request, even if you have agreed to receive the notice electronically.

##### MTC's Duties:

- MTC is required by law to maintain the privacy of PHI and to provide you with a notice of MTC's legal duties and privacy practices with respect to PHI.
- MTC reserves the right to change the privacy policies and practices described in this notice. Unless MTC notifies you of such changes, however, MTC is required to abide by the terms currently in effect.
- If MTC revises its policies and procedures, MTC will provide you with an updated notice at your next scheduled visit to our facilities. MTC will also post this notice in a public area at its office and on its website.

**V. Complaints**

If you are concerned that MTC has violated your privacy rights, or you disagree with a decision MTC made about access to your records, you may contact Jay Hall, Vice President/Privacy Protection Officer, (770) 507-6044.

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

**VI. Effective Date and Changes to Privacy Policy**

This notice went into effect on Monday, April 14, 2003.

MTC reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that MTC maintains. MTC will provide you with a revised notice in person at the time of your next scheduled visit to our facilities.

\_\_\_\_\_  
Signature of Client Acknowledging Receipt of Notice

\_\_\_\_\_  
Date