

GEORGIA NOTICE FORM/INFORMED CONSENT

Notice of Anisa Grantham, LPC, MAC/Rincon Recovery Resources 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. THIS NOTICE DESCRIBES POLICIES AND PROCEDURES.

I. Uses and Disclosure for Treatment, Payment and Health Care Operations

Anisa Grantham, LPC, MAC/Rincon Recovery Resources (RRR) 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 Anisa Grantham, LPC, MAC/RRR provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when Anisa Grantham, LPC, MAC/RRR consults with another health care provider, such as your family physician or another psychotherapist.

- 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 to only activities within my [office, clinic, practicing group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of my [office, clinic, practicing group, etc.] such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosure Requiring Authorization

Anisa Grantham, LPC, MAC/RRR 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 Anisa Grantham, LPC, MAC/RRR is asked for information for purposes outside of treatment, payment of health care operations, Anisa Grantham, LPC, MAC/RRR will obtain an authorization from you before releasing this information in the form of a signed and dated

"Release of Information" form (ROI). Anisa Grantham, LPC, MAC/RRR will also need to obtain an authorization before releasing your Psychotherapy Notes. Psychotherapy Notes are notes Anisa Grantham, LPC, MAC/RRR has made about our conversation during a private, group, joint or family counseling session, which Anisa Grantham, LPC, MAC/RRR has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI and are guarded as such.

You may also revoke all such authorizations (of PHI Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Anisa Grantham, LPC, MAC/RRR has relied on that authorization or (2) if the authorization was obtained as a condition of obtaining insurance coverage. Federal and State Laws provide the insurer the right to contest a claim under the policy.

III. Uses and Disclosure with Neither Consent nor Authorization

Anisa Grantham, LPC, MAC/RRR may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse** - If Anisa Grantham, LPC, MAC/RRR has reasonable cause to believe that a child has been abused, Anisa Grantham, LPC, MAC/RRR must report that belief to the appropriate authority.
- **Adult and Domestic Abuse** – If Anisa Grantham, LPC, MAC/RRR has reasonable cause to believe that a disabled adult or elder person has had a psychological injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or have been neglected or exploited, Anisa Grantham, LPC, MAC/RRR must report that belief to the appropriate authority.

- **Health Oversight Activities** – If Anisa Grantham, LPC, MAC/RRR is subject to an inquiry by my GA State Licensing Board, Anisa Grantham, LPC, MAC/RRR may be required to disclose PHI 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 Anisa Grantham, LPC, MAC/RRR provided you or the records thereof, such information is privileged under state law, and Anisa Grantham, LPC, MAC/RRR 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 Anisa Grantham, LPC, MAC/RRR determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, Anisa Grantham, LPC, MAC/RRR I may disclose information in order to provide protection against such danger for you or the intended victim.
- **Worker's Compensation** – Anisa Grantham, LPC, MAC/RRR may disclose PHI 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 Psychotherapist's Duties

As a client of Anisa Grantham, LPC, MAC/RRR, you shall not be deprived of any rights guaranteed to you by law.

Your rights include:

- The right to impartial access to care without discrimination due to race, color, sex, age, religion, national origin, sexual orientation, political belief, or mental or physical handicap.
- The right to receive care that is suited to your needs in the least restrictive environment available.
- The right to be fully informed of the charges for services provided.

Anisa Grantham

LPC, MAC

- The right to prompt and confidential services even if it has been determined that you are unable to pay.
- The right to participate in the planning of your care, including any changes in the plan.
- The right to be informed, in a manner that is understandable to you, about the benefits, side effects, and risks of the medications prescribed to you.
- The right to accept or refuse service unless a physician or licensed psychologist feels that refusal would be unsafe for you or others.
- The right to be informed of the name, business, telephone number, and business address of the person supervising your plan of care.
- The right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- The right to receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member knowing you are seeing me. On your request, I will send your bills to another address.)
- The right you inspect or obtain a copy (or both) of your 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 you access to PHI under certain circumstances, but in some cases you may have the decision reviewed. On you request, I will discuss with you the details of the request and denial process.
- 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 the details of the amendment process.
- You generally have the right to receive an accounting of disclosures of PHI. On you request, I will discuss with you the details of the accounting process.
- You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to the notice electronically.
- The right to remain free from physical restraints or time-out procedures unless such measures are required to protect the safety of you or others.
- The right to be free from any fiduciary, physical or verbal abuse, and sexual activity or coercion by staff.

Anisa Grantham

LPC, MAC

- The right to be free from psychological abuse, including humiliating, threatening, and exploiting actions.
- The right to exercise all civil, political, personal, or property rights to which you are entitled as a citizen.
- The right to the pursuit of employment education, and religious expression.
- The right (where applicable) to have property and residence treated with respect.
- The right (where applicable) to retain your personal belongings except where determined that such possession could endanger the health and safety of you or others.
- The right to be informed of the complaint procedures and to file a complaint without fear of discrimination or retaliation. If you feel you have been deprived of your rights, you have the right to have your complaint investigated by the provider within a reasonable period.
- The right to be provided with information to facilitate decision making.
- The right to express his or her preferences regarding choice of case manager, therapist, or other service provider
- The right to be informed of any procedures governing use of special treatment interventions and restrictions of rights.
- The right to receive information, referral and access to other services, examples: Guardians and conservators, self-help groups, advocacy services, legal services, etc.

Psychotherapist's Duties:

- Anisa Grantham, LPC, MAC/RRR is 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.
- Anisa Grantham, LPC, MAC/RRR reserves the right to change the privacy policies and practices described in this notice. Unless Anisa Grantham, LPC, MAC/RRR notifies you of such changes, however, Anisa Grantham, LPC, MAC/RRR is required abide by the terms currently in effect.

Anisa Grantham

LPC, MAC

- Anisa Grantham, LPC, MAC/RRR will use electronic media as needed for treatment-related communication (e.g. scheduling, questions, clarification). Electronic media includes, but is not limited to, email, SMS (texting), telephone, video conferencing and facsimile. Content of communication will be minimal to ensure confidentiality.
- Therapy Sessions are for identified client(s) only. No minors, friends, or associates will be allowed to attend the sessions unless prearranged with Anisa Grantham, LPC, MAC/RRR. Should Anisa Grantham, LPC, MAC/RRR determine that other's session attendance in the session best serves the client(s), a signed written Release of Information will be required for all parties in attendance prior to the session commencement. Note that the third party is not joining the support session for his or her own therapy, nor will Anisa Grantham, LPC, MAC/RRR work with them as a therapist.
- Sessions are scheduled for 50 minutes, unless previously arranged. Intake sessions are scheduled for 75 minutes, unless previously arranged.
- If Anisa Grantham, LPC, MAC/RRR revises policies and procedures, Anisa Grantham, LPC, MAC/RRR will provide individuals with a revised notice in person at their next appointment.

V. Therapeutic Approach & Style

The goal of Anisa Grantham, LPC, MAC/RRR is to help people navigate through difficulties in their life and relationships while providing a safe place to heal, explore, develop insight, practice healthy coping tools, and integrate and take responsibility for their changes. We facilitate a process where the client becomes able to move toward healing, self-acceptance, and to ultimately grow and thrive in a supportive environment. We will meet you each step of the way in your therapy process with accountability, compassion and empathy, a therapist is not a cure-all, a parent, a friend, or a miracle worker.

The style of Anisa Grantham, LPC, MAC/RRR is collaborative, honest, challenging, and direct with solid boundaries and empathy. We reflect, assist, encourage, and point out incongruent patterns around actions and words. We will not work harder than our clients or accept responsibility for your choices or consequences. We respect our client's decisions, and do not advise or direct our clients, as we believe that you are the expert in your own life and are fully capable of creating the life that you want with support and tools.

Anisa Grantham

LPC, MAC

Anisa Grantham, LPC, MAC/RRR formulates the therapeutic plan collaboratively with clients based on each client's needs, their presenting problems, and the goals they wish to achieve. We believe that each client has the potential for healing and change and is responsible for their choices and changes, and for meeting their therapy goals – we do not make guarantees for healing. We use a combination of cognitive behavioral, existential, and client-centered therapy with most clients.

Cognitive Behavioral (CBT) Therapy stresses the role of thinking patterns in how we feel and what we do. It is based on the belief that our thoughts, rather than people or outside events, cause our negative feelings. Anisa Grantham, LPC, MAC/RRR assists the client in identifying, testing the reality of, and correcting dysfunctional beliefs underlying his or her thinking - what is at the core. Anisa Grantham, LPC, MAC/RRR then helps the client modify those thoughts and the behaviors that flow from them. CBT is a structured collaboration between therapist and client and often calls for homework assignments.

Existential psychotherapy is based on the philosophical belief that human beings are fully equipped to create one's own meaning and exercising one's freedom to choose. Anisa Grantham, LPC, MAC/RRR encourages clients to face life's anxieties and to start making his or her own decisions while reflecting on consequences and moving away from fear-based thinking. We will emphasize that along with having the freedom to carve out meaning comes the need to take full responsibility and accountability for the consequences of one's decisions.

VI. Telemental Health Counseling

Overview

- You will need access to the certain technological services and tools to engage in telemental health-based services with your provider
- Telemental health has both benefits and risks, which you and your provider will be monitoring as you proceed with your work
- It is possible that receiving services by telemental health will turn out to be inappropriate for you, and that you and your provider may have to cease work by telemental health
- You can stop work by telemental health at any time without prejudice
- You will need to participate in creating an appropriate space for your telemental health sessions
- You will need to participate in making a plan for managing technology failures, mental health crises, and medical emergencies

- Your provider follows security best practices and legal standards in order to protect your health care information, but you will also need to participate in maintaining your own security and privacy

What is Telemental Health?

Telemental Health “means the mode of delivering services via technology-assisted media, such as but not limited to, a telephone, video, internet, a smartphone, tablet, PC desktop system or other electronic means using appropriate encryption technology for electronic health information. TeleMental Health facilitates client self-management and support for clients and includes synchronous interactions and asynchronous store and forward transfers.” (State of Georgia, Rule 135-11-.01, TeleMental Health)

Services delivered via telemental health rely on a number of electronic, often Internet-based, technology tools. These tools can include videoconferencing software, email, text messaging, and others. Anisa Grantham, LPC, MAC/RRR uses a HIPAA-compliant platform in which only a link to the session is provided to the client so technological prowess is not needed. An internet connection is necessary for video sessions.

Benefits and Risks of Telemental Health

Benefits:

- Receive services at times or in places where the service may not otherwise be available.
- Receive services in a fashion that may be more convenient and less prone to delays than in-person meetings.
- Receive services when you are unable to travel to the service provider’s office.
- The unique characteristics of telemental health media may also help some people make improved progress on health goals that may not have been otherwise achievable without telemental health.

Risks:

Telemental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider’s ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:

- Internet connections and cloud services could cease working or become too unstable to use
- Cloud-based service personnel, IT assistants, and malicious actors (“hackers”) may have the ability to access your private information that is transmitted or stored in the process of telemental health-based service delivery.
- Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
- Interruptions may disrupt services at important moments, and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in-person.

There may be additional benefits and risks to telemental health services that arise from the lack of in-person contact or presence, the distance between you and your Counselor at the time of service, and the technological tools used to deliver services. Your Counselor will assess these potential benefits and risks, sometimes in collaboration with you, as your relationship progresses.

Is Telemental Health a Good Fit for You?

Although it is well validated by research, service delivery via telemental health is not a good fit for every person. Your Counselor will continuously assess if working via telemental health is appropriate for your case. If it is not appropriate, your Counselor will help you find in-person providers with whom to continue services.

Please talk to your Counselor if you find the telemental health media so difficult to use that it distracts from the services being provided, if the medium causes trouble focusing on your services, or if there are any other reasons why the telemental health medium seems to be causing problems in receiving services. Raising your questions or concerns will not, by itself, result in termination of services. Bringing your concerns to your Counselor is often a part of the process.

VII. Complaints

If you want to know more about your rights, a full copy of the rules and regulations for Client's-Rights-Chapter 290-4-9 is available on request and a summary of the client's Rights Complaint Process is also available. If you are concerned that Anisa Grantham, LPC, MAC/RRR has violated your privacy rights, or you disagree with a decision Anisa Grantham, LPC, MAC/RRR made about access to your records, you may contact the GA Licensing Board at +1 (404) 370-0200.

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

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

This notice will go into effect on January 25, 2023.

Anisa Grantham, LPC, MAC/RRR reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI records that Anisa Grantham, LPC, MAC/RRR maintains.