



## **NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU AND YOUR CHILD 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

Autism From The Start®, including all contractors and employees, may use or disclose your protected health information (PHI), for treatment, payment, and healthcare 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 is when Autism From The Start® provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when Autism From The Start® consults with another health care provider, such as your family physician or another therapist.

Payment is when Autism From The Start® obtains reimbursement for your health care. Examples of payment are if Autism From The Start® discloses your PHI to a third party payor 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 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 identify you.

Disclosure applies to activities outside of our practice group, such as releasing, transferring, or providing access to information about you to other parties.

### II. Uses and Disclosures Requiring Authorization

Autism From The Start® may use or disclose PHI for purposes outside of treatment, payment, and 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 Autism From The Start® is asked for information for purposes outside of treatment, payment and health care operations, Autism From The Start® will obtain an authorization from you before releasing this information. Autism From The Start® will also need to obtain an authorization before releasing contents of your child's medical record. You may revoke all such authorizations (of PHI or treatment notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that Autism From The Start® has relied on that authorization.

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

Autism From The Start® may use or disclose PHI without your consent or authorization in the following circumstances:

1. Professional Collaboration/Supervision: The employees or contractors (i.e., providers) of Autism From The Start® may consult with one another and collaborate in order to best serve you and contribute to your treatment plan. Our providers may also seek peer supervision from professionals outside of our company in the best interest of your care, during which any personal identification information will be kept confidential.
2. Child Abuse: If you give us information which leads us to suspect child abuse, neglect, or death due to maltreatment, any associate of Autism From The Start® must report such information to the county Department of Social Services. If asked by the Director of Social Services to turn over information from your records relevant to a child protective services investigation, Autism From The Start® must do so.
3. Adult and Domestic Abuse: If information you give us gives us reasonable cause to believe that a disabled adult is in need of protective services, Autism From The Start® must report this to the Director of Social Services.
4. Health Oversight: The Kansas Behavioral Sciences Regulatory Board, the Kansas State Board of Healing Arts, the Kansas Behavior Analysts Certification Board, and the Missouri Division of Professional Registration has the power, when necessary, to subpoena relevant records should any associate of Autism From The Start® be the focus of an inquiry.
5. Judicial or Administrative Proceedings: If you are involved in a court proceeding, and a request is made for information about the professional services that Autism From The Start® has provided you and/or the records thereof, such information is privileged under state law, and Autism From The Start® must not release this information without your written authorization, or a court order. This 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.
6. Serious Threat to Health or Safety: Autism From The Start® may disclose your confidential information to protect you or others from a serious threat of harm by you.

### IV. Client's Rights and Therapist's Duties

Client's Rights:

1. Right to Request Restrictions: You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, Autism From The Start® is not required to agree to a restriction you request.
2. 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.
3. Right to Inspect and Copy: You have the right to inspect or obtain a copy (or both) of PHI in our treatment and billing records used to make decisions about you for as long as the PHI is maintained in the record. Autism From The Start® may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, Autism From The Start® will discuss with you the details of the request and denial process.
4. Right to Amend: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Autism From The Start® may deny your request. On your request, Autism From The Start® will discuss with you the details of the amendment process.
5. Right to an Accounting: You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, Autism From The Start® will discuss with you the details of the accounting process.
6. Right to a Paper Copy: You have the right to obtain a paper copy of this notice from us upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

1. Autism From The Start® is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.

2. Autism From The Start® reserves the right to change the privacy policies and practices described in this notice. Unless Autism From The Start® notifies you of such changes, however, Autism From The Start® is required to abide by the terms currently in effect.
3. If Autism From The Start® revises our policies and procedures, Autism From The Start® will notify you in writing by mail within 30 days.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision Autism From The Start® makes about access to your records, or have other concerns about your privacy rights, you may contact Dr. Macrorie at 913-608-7435. If you believe that your privacy rights have been violated and wish to file a complaint with our office, you may send your written complaint to our CEO at: Dr. Michelle Macrorie, 9426 Pflumm Road, Lenexa, KS 66215. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. You have specific rights under the Privacy Rule. Autism From The Start® will not retaliate against you for exercising your right to file a complaint.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 01, 2013. Autism From The Start® reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that Autism From The Start® maintains. Autism From The Start® will provide you with a revised notice by publishing the changes and distributing the revised notice to all active clients.

VII. CONSENT:

I consent to the use and sharing of my health records for treatment, payment, and operational purposes as described. I understand that these records may include medical, mental health, or other sensitive information. I know that if I do not consent, you cannot provide services to me.

If you do not sign this form agreeing to our privacy practices, we cannot treat you. In the future, we may change how we use and share your information, and so we may change our notice of privacy practices. If we do change it, you can get a copy from our website, [www.autismfromthestart.com](http://www.autismfromthestart.com), or by calling us at 913-608-7435, or from Dr. Michelle Macrorie, the privacy officer.

If you are concerned about your PHI, you have the right to ask us not to use or share some of it for treatment, payment, or administrative purposes. You will have to tell us what you want in writing. Although we will try to respect your wishes, we are not required to accept these limitations. However, if we do agree, we promise to do as you asked. After you have signed this consent, you have the right to revoke it by writing to our privacy officer. We will then stop using or sharing your PHI, but we may already have used or shared some of it, and we cannot change that.

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Signature of parent or guardian Date

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Printed name of child Relationship to the child

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Signature of authorized representative of this office or practice Date of NPP: