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**PATIENT SERVICES AGREEMENT
AND
HIPAA NOTICE OF PRIVACY PRACTICES**

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a 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 I 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 I obtain your signature acknowledging that I have provided you with this information at the end of 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 me unless I have 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.

NEUROPSYCHOLOGICAL SERVICES

Neuropsychological assessment is an evaluation of how people's brains are functioning and affecting their behavior and mood. It involves a clinical interview about symptoms, general functioning, medical and psychological history, as well as educational and occupational history. It also includes a neurobehavioral examination and tests of attention, thinking speed, language skills, visuospatial skills, visual and verbal memory, motor functioning, complex thinking, and mood. Such an evaluation requires your full cooperation and best effort in order for me to obtain an accurate assessment of your true abilities. The evaluation takes a number of hours. After the assessment is complete, I will score and analyze your performance and write up the results in a report. This report will be sent to the clinician who referred you for the assessment. I will schedule a time to meet with you to review the results and make recommendations for treatment or follow-up. I encourage you to bring family members, partners or friends with you who can help you implement my recommendations.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone because I do not answer the phone when I am with a patient. For questions about insurance and billing, general business matters, scheduling and requests for records please call **(303) 989 2086** and speak with Laura McGinley. You can also leave a message for me at that number if you have a question that only I can answer. I will return your call as soon as I am able. If you are difficult to reach, please state some times when I might reach you. Please understand that it may not always be possible for me to return your call the same day.

If it is after regular business hours and you have an *emergency*, you may reach me at 720 737 8428. If you cannot reach me and cannot wait for me to return your call, immediately call 911 or go to the nearest emergency room. If I am unreachable for a longer period of time, information regarding the psychologist covering my practice in my absence will be provided by Laura and on my voicemail.

SERVICE/EMOTIONAL SUPPORT ANIMALS

You are welcome to bring your service/emotional support animal to my office as long as the animal sits on the floor next to you, does not cause any disturbance, and does not approach or harm anyone. You are required to clean up after your animal and pay all cleaning and repair costs if it soils or destroys anything in the office suite.

PROFESSIONAL FEES

My hourly fee for neuropsychological assessment is \$200.00 per hour. This includes the interview, testing, interpretation, report writing time and feedback session. In addition to the initial examination, I also charge this amount for other professional services you may need. I pro-rate the hourly cost if I work for periods of less than one hour. Other services may include additional report or letter writing, completing disability paperwork, preparation of records or treatment summaries, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, and the 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 all professional time, including preparation and transportation costs, even if I am called to testify by another party. I currently charge \$350.00 per hour for review of records and speaking with an attorney. I charge \$500 per hour to do testimonies in court.

BILLING AND PAYMENTS

I am happy to bill your insurance for your sessions if I accept your insurance plan. Payment is due at the time services are rendered if you do not have insurance. I accept cash, checks, and credit cards. Please be advised that ***you are responsible for paying for all services rendered if your insurance company refuses to pay for any reason. Returned checks and letters to you requiring certified mail will be subject to a \$25 service charge added to your account.*** Payment schedules for other professional services will be agreed to when they are requested. I am often agreeable to negotiating a payment installment plan in circumstances of unusual financial hardship. I have the option of using legal means to secure the payment if your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. ***You are also responsible for any attorney's fees and 100% costs of collection in the event of default.***

COPIES OF YOUR REPORT

One copy of your report will be provided to you free of charge. You will be charged for all costs and for the time it takes for me to resend, fax, mail or otherwise provide you with additional copies of misplaced reports.

LIMITS ON CONFIDENTIALITY

Uses and Disclosures Requiring Authorization

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I 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:

- *Professional Consultation* - I may occasionally consult other health and mental health professionals, making every effort to avoid revealing identifying information. *The other professionals are also legally bound to keep the information confidential.* I 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).

- *Collaborative Care* - I may discuss your case and test results with your referring physician, and I will provide them with my report on the results of your assessment.
- *Administration* - I employ Laura McGinley to handle scheduling, billing, sending and receiving records, and quality assurance. I need to share protected information with her for both clinical and administrative purposes. She is bound by these same rules of confidentiality and has been trained in how to protect your privacy.

As required by HIPPA, I have a formal business associate contract with Laura McGinley in which she agrees to maintain the confidentiality of patient data except as specifically allowed in the contract or otherwise required by law. If you desire, I can provide you with a blank copy of this contract.

- *Billing Insurance* - I may disclose information to obtain reimbursement or health care services. For instance, if your insurance is covering this evaluation, it will require release of your protected health information in order to determine eligibility and benefits or to provide reimbursement. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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, I have no control over what they do with it once it is in their hands. You always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract such as Medicare patient status].

Uses and Disclosures Without Consent or Authorization

There are some situations where I am permitted or required to disclose information without either your consent or Authorization. If such situations arise, I will make every effort to discuss it with you before taking any action, and I will limit my disclosure to what is necessary. Such circumstances include:

- *Threat to Self* - If you threaten to harm yourself, I may be obligated to seek hospitalization for you, or to contact family members or others who can help provide protection.
- *Threat to Others* - If you communicate a serious threat of imminent physical violence against specific people, I must make an effort to notify such people; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization for you.
- *Child Abuse* - If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- *Abuse of Dependent Adult* - If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and I will not release information without your written authorization or a court order. The privilege does not apply when you are being evaluated by a third party or where the evaluation is court ordered. You will be informed in advance if this is the case. *If you are involved or*

contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

- *Health Oversight Activities* – If the Colorado State Board of Psychologist Examiners or an authorized professional review committee is reviewing my services, I may disclose your information that board or committee.
- *Filed Complaints and Lawsuits* - If you file a complaint or lawsuit against me, I may disclose relevant information about you in order to defend myself.
- *Workers Compensation* - If you file a workers compensation claim, I am required to submit a report to the Workers Compensation Division.

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 have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep 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 assessment or therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, 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 and others [or where information has been supplied to me by others confidentially, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In most situations, I am allowed to charge a copying fee per page (and for certain other expenses). If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

I also keep a set of what is legally called Psychotherapy Notes. These can be made during a testing examination or an actual therapy session. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of our conversations or sessions, my analysis of those conversations, and how they impact on your therapy or evaluation. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record [as well as information that has been supplied to me 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.

Records are maintained for 7 Years following termination of treatment

Statute of limitations for complaints regarding record maintenance:

- Any person who *alleges that a mental health professional has violated the licensing laws related to the maintenance of records* of a client eighteen years of age or older ***must file a complaint*** or other notice with the licensing board ***within seven years after the person discovered or reasonably should have discovered this.*** Pursuant to law, ***this practice will maintain records for a period of seven years commencing on the date of termination of services or on the date of the last contact with the client, whichever is later.***

- ***When the client is a minor*** the records must be retained for ***seven years*** commencing either upon the last day of treatment ***or when the child reaches eighteen years of age, whichever comes later***, but ***in no event shall records be kept for more than twelve years***.

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
- *Right to Request Restrictions* - You have the right to request restrictions on certain uses and disclosures of protected health information regarding you. However, I am 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 protected health information 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 correspondence to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of your protected health information in my mental health and billing records used to make decisions about you for as long as your protected health information is maintained in the record. This does not include a right to inspect test record forms or certain other testing materials, which are protected under copyright law and trade secret legislation. I may deny your access to protected health information 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 your record for as long as the protected health information 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 your information. 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.

MINORS & PARENTS

Although I do not regularly conduct a pediatric or adolescent practice, patients should be aware of the following general information:

Patients under 15 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records, unless I decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I 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 I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will attempt to discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

QUESTIONS AND COMPLAINTS

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me, Dr. Arnold, at **(303) 989 2086**. If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to Ginger Arnold, Ph.D. at 30752 Southview Dr, Ste 130, Evergreen, CO 80439.

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

You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION:

Signature _____ Date _____

Printed Name: _____

Person Signing for Patient, If Any _____ Date _____

Relationship to the Patient _____

I am the legal guardian or conservator appointed by the Court for this patient Yes No