

Service Agreement

Twin State Psychological Services

(802) 885-5719

www.twinstatepsychologicalservices.com

Mailing Address:
PO Box 2003
Springfield, VT 05156

Offices In:
Springfield, VT and
Claremont, NH

Welcome to Our Practice

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and 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 we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The law requires that we obtain your signature acknowledging that we have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is 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 us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

Assessment and Treatment Procedures

We normally complete an assessment at the beginning of our work together. Some individuals will be seeing us for assessment purposes only. A consistent high level of effort is required when completing the assessment process. Any evidence of poor or inconsistent effort, or exaggeration or fabrication of dysfunction, will be noted in resulting reports. The identification of symptom exaggeration or poor effort in interviews or on tests can lead to inconclusive findings or findings of malingering, which can have a negative impact with regard to compensation-related claims and pursuit of other forms of secondary gain (e.g., academic accommodations) that is coincident with a clinical referral. Thus, if you believe you, or the individual whom you are guardian of, cannot put forth your/their best effort, please inform us immediately.

During the assessment period, we can both decide if we are the appropriate professional(s) to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, sessions usually last 45 to 50 minutes (one appointment hour of 45 to 50 minutes duration), although some sessions may be longer or more frequent.

Policy for Changing Scheduled Appointments

In the event you have to change a scheduled appointment, please give our office at least 48 hours notice. Once an appointment is scheduled, you will be expected to pay for the time we have set aside for you unless you provide 48 hours advance notice of your desire to change the appointment. Please note: Saturday and Sunday are not included in the required 48-hour notice. Thus, if you want to change an appointment scheduled for 9 a.m. on Monday, you must contact us by 9 a.m. on Thursday. It is important to note that insurance companies do not provide reimbursement for sessions you do not come to – thus you will need to pay the full fee yourself if you don't come to the appointment. If you fail to keep an appointment for testing, or miss two psychotherapy appointments without giving 48-hour notice, we will not reschedule your appointment. We will ask you to call us on a day you can be seen for an appointment, and if we have a time slot available on that day we will schedule you to be seen on that day. If you (the client) are significantly ill (such that you wouldn't go to work/school), this policy will not apply. If your child is the client, and you (the parent/guardian) are significantly ill, this policy will apply - thus you should make arrangements for your

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child to be brought for the appointment if you are ill. Through your signature below, you indicate that you have read the above and agree to abide by this policy.

Contacting Professional Staff

Due to our work schedule, Professional Staff are often not immediately available by telephone. While we are usually in our office between 8 AM and 5 PM, we probably will not answer the phone when we are with a patient. When we are unavailable, our Office Staff, who knows how to reach us, answers our telephone. We 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 emergencies, you can try us at our home number.) If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist (psychiatrist) on call. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

Professional Fees

Our hourly fee is \$160 for administering, scoring, and analyzing psychological tests and preparation of the written report, for psychotherapy, telephone conversations lasting longer than 3 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and for the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, we charge \$200 per hour for preparation and attendance at any legal proceeding.

Assessment Procedures Not Covered by Insurance Benefits

The recommended administration, scoring and interpretation of psychological testing by our staff may at times not be covered by your insurance benefits. Our staff will discuss the need for this testing with you, including the clinical benefits and cost of the psychological testing and obtain your informed consent before completing testing as part of the differential diagnostic assessment and formulation of treatment needs.

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Limits on Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we 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 the following, among other, activities:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we 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, we will not tell you about these consultations unless we feel that it is important to our work together.
- You should be aware that we practice with and employ clinical and administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, referral and quality assurance. All of the mental health professionals are bound by the similar rules of confidentiality. All staff 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.
- We also have contracts with various healthcare and human services organizations. As required by HIPAA, we have a formal business associate contract with this/these business(es), 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, we 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.

There are some situations where we are 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 the professional services we provided to you, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your or your legal representative's 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 us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient, or other patients receiving services relevant to the complaint or lawsuit, in order to defend ourselves.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we have reasonable cause to believe that a child has been abused or neglected, the law requires that we file a report with appropriate government officials. Once such a report is filed, we may be required to provide additional information.
- If we have received information or have reason to suspect that any elderly or disabled adult, or who has reason to suspect that any elderly or disabled adult has been abused, neglected or exploited, the law requires that we file a report with the appropriate governmental agency, usually the Commissioner of the Department of Aging and Disabilities. Once such a report is filed, we may be required to provide additional information.

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- If we believe that a patient poses a serious risk of danger to an identifiable victim, or to the property of the identifiable individual, we may have to take protective actions including contacting the potential victim, contacting the police or taking steps to hospitalize the patient.
- If we believe that a patient poses a serious, imminent risk to him/herself, we may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.
- If a patient files a workers' compensation claim, we may release all relevant records to the patient's employer upon the patient executing a Workers' Compensation Medical Authorization.

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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

Professional Records

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. We retain the records of individuals seen before their 18th birthday for 7 years after their 18th birthday. Individuals who are seen when they are 18 years old or older are retained for 7 years. Please contact Twin State Psychological Services at (802) 885-5719 if you have any questions about this Record Retention Policy.

You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For these reasons, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. (We are sometimes willing to conduct this review meeting without charge.) In most circumstances, we charge a copying fee of \$0.25 per page (and for certain other related expenses).

Patient Rights

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

Release of Diagnostic or Treatment Information for Families or Couples

When you are seen as a family or couple for diagnostic or treatment services, all adult members of the family or couple must sign a release for treatment records to be released to anyone.

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Providing Professional Services to a Child and Release of Diagnostic or Treatment Information for the Child

We generally need to have both biological parents' permission for your child to receive professional services from our office, unless we have copies of a legal document indicating otherwise. If you are living together, we will usually give you one Child Intake Information Form to complete - you should both provide permission for your child to receive professional services from our office through your signatures below and on Intake Forms. If you are separated, we will give you two Child Intake Information Forms to complete, and you should both provide permission for your child to receive professional services from our office through your signature on the Child Intake Information Form you receive. Either or both parent are able to obtain copies of our records for their child, unless we have copies of a legal document indicating otherwise. Thus, patients under 18 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. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We 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 we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents, or others as appropriate, of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our 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. Payment schedules for other professional services will be agreed to when they are requested. (In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.)

We accept cash, money orders and personal checks for payment. If a check is returned by your bank for insufficient funds, you will be charged an additional \$35 service fee. We do not accept credit or debit cards; there is an ATM machine nearby at the Springfield Hospital for your convenience.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have 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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. (If such legal action is necessary, its costs will be included in the claim.)

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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. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. 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, we will provide you with whatever information we 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, we will be willing to 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 us to provide services to you once your benefits end. If this is the case, we will do our 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 we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. 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, we have 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. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we 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 our services yourself to avoid the problems described above (unless prohibited by contract).

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Professional Qualifications and Experience

Dr. Richard Root's Professional Qualifications and Experience: Dr. Root received his Doctorate from Boston University. He is Board Certified in Clinical Psychology, a Nationally Certified School Psychologist, a Certified Drug and Alcohol Counselor and has training in Clinical Neuropsychology. He provides evaluation and consultation services to individuals, families, healthcare professionals, schools, community agencies and businesses, with a special interest in the assessment and treatment of psychological factors that can help to prevent, treat, or manage physical health problems. He is licensed to practice psychology in the States of Vermont and New Hampshire.

Ms. Christi Martin's Professional Qualifications and Experience: Ms. Martin received her B.A. in Psychology from Clark University in Worcester, MA. She received her Master's Degree in Counseling Psychology from Assumption College in Worcester, MA. Ms. Martin is licensed in New Hampshire and Vermont as a Clinical Mental Health Counselor. She has extensive training and experience in Cognitive Behavioral and Dialectical Behavior Psychotherapies with adults with PTSD and other Anxiety Disorders, Depression, and Personality Disorders.

Ms. Valerie Fauver's Professional Qualifications and Experience: Ms. Valerie Fauver received her B.A. in Psychology from Alfred University and attended graduate school in Clinical Psychology at Florida Institute of Technology. Prior to moving to this area, she worked for five years as a Psychologist in the U.S. Army. She is trained in Psychotherapy and the administration of psychological assessment instruments and is certified in critical incident stress debriefing. Ms. Fauver serves as Dr. Root's Assistant and is supervised by Dr. Root in all phases of the services she provides.

Dr. Jessica Di Marco's Professional Qualifications and Experience: Dr. Di Marco received her Doctorate in Psychology from Alliant International University. She provides assessment services for autism and other developmental disorders and for psychosexual adjustment problems. Dr. Di Marco provides individual psychotherapy services for adolescents and adults with problems with anxiety, depression and in developing skills to meet their psychological needs more effectively. She is licensed to practice psychology in the States of Vermont and New Jersey.

Administrative Staff: Ms. Heidi Frost, Office Manager; Ms. Sara Muguira, Administrative Assistant.

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Vermont Professional Conduct For Psychologists, Title 26, Vt. Statues Annotated, Chapter 55, Section 3016

Unprofessional conduct shall include:

1. Fraudulent or deceptive procuring or use of a license;
2. Willfully making or filing false reports or records in the practice of psychology, willfully impeding or obstructing the proper making or filing of reports or records, or willfully failing to file the proper report or record;
3. Advertising which is intended or has a tendency to deceive the public;
4. Exercising undue influence on or taking improper advantage of a person using psychological service, or promoting the sale of service or goods in a manner which exploits a person for the financial gain of the practitioner or of a third party;
5. Failure to comply with statutes governing the practice of psychology;
6. Conviction of a crime that evidences an unfitness to practice psychology;
7. Failing to make available, upon written request of a person using psychological services to succeeding health care professionals or institutions, copies of that person's records in the possession or under the control of the licensee;
8. Practicing psychology when medically or psychologically unfit to do so;
9. Failing to use a complete title in professional activity;
10. Conduct which evidences moral unfitness to practice psychology;
11. Gross or repeated malpractice;
12. Engaging in any sexual conduct with a client, or with the immediate family member of a client, with whom the licensee has had a professional relationship within the previous two years;
13. Harassing, intimidating, or abusing a client or patient;
14. Entering into an additional relationship with a client, supervisee, research participant or student that might impair the psychologist's objectivity or otherwise interfere with the psychologist's professional obligation;
15. Practicing outside or beyond a psychologist's area of training or competence without appropriate supervision.

To make a consumer inquiry or file a complaint, contact the Vermont Secretary of State, Office of Professional Regulation, 109 State Street, Montpelier, Vermont 05609-1106, or call (802) 828-2367.

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New Hampshire Code of Administrative Rules, Mhp 502.02

This Mental Health Bill of Rights is provided by law to persons receiving mental health services in the State of New Hampshire. Its purpose is to protect the rights and enhance the well being of clients, by informing them of key aspects of the clinical relationship. As a client of a New Hampshire Mental Health Practitioner, you have, without asking, the right:

1. To be treated in a professional, respectful, competent and ethical manner consistent with all applicable state laws and the following professional ethical standards:
 - a. for psychologists, the American Psychological Association;
 - b. for independent clinical social workers; the National Association of Social Workers;
 - c. for pastoral psychotherapists; the American Association of Pastoral Counselors
 - d. for clinical mental health counselors; the American Mental Health Counselor Association; and
 - e. for marriage and family therapists; the American Association for Marriage and Family Therapists.
2. To receive full information about your treatment provider's knowledge, skills, experience and credentials.
3. To have the information you disclose to your mental health provider kept confidential within the limits of state and federal law. Communications between mental health providers and clients are typically confidential, unless the law requires their disclosure. Mental health providers will inform you of the legal exceptions to confidentiality, and should such an exception arise, will share only such information as required by law. Examples of such exceptions include but are not limited to:
 - a. abuse of a child;
 - b. abuse of an incapacitated adult;
 - c. Health Information Portability and Accountability Act (HIPAA) regulation compliance;
 - d. certain rights you may have waived when contracting for third party financial coverage;
 - e. orders of the court; and
 - f. significant threats to self, others or property.
4. To a safe setting and to know that the services provided are effective and of a quality consistent with the standard of care within each profession and to know that sexual relations between a mental health provider and a client or former client are a violation of the law RSA 330-A:36).
5. To obtain information, as allowed by law, pertaining to the mental health provider's assessment, assessment procedures and mental health diagnoses (RSA 330-A:2 VI).
6. To participate meaningfully in the planning, implementation and termination or referral of your treatment.
7. To documented informed consent: to be informed of the risks and benefits of the proposed treatment, the risks and benefits of alternative treatments and the risks and benefits of no treatment. When obtaining informed consent for treatment for which safety and effectiveness have not been established, therapists will inform their clients of this and of the voluntary nature of their participation. In addition, clients have the right to be informed of their rights and responsibilities, and of the mental health provider's practice policies regarding confidentiality, office hours, fees, missed appointments, billing policies, electronic communications, managed care issues, record management, and other relevant matters except as otherwise provided by law.
8. To obtain information regarding the provision(s) for emergency coverage.
9. To receive a copy of your mental health record within 30 days upon written request (except as otherwise provided by law), by paying a nominal fee designed to defray the administrative costs of reproducing the record.
10. To know what your mental health provider is licensed by the State of New Hampshire to provide mental health services.
 - a. You have the right to obtain information about mental health practice in New Hampshire. You may contact the Board of Mental Health Practice for a list of names, addresses, phone numbers and websites of state and national professional associations listed in Mhp 502.02(a)(1)(a-e).
 - b. You have the right to discuss questions or concerns about the mental health services you receive with your provider.
 - c. You have the right to file a complaint with the Board of Mental Health Practice.

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HIPAA

Notice of 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

We 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 we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of 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 (office, clinic, practice group, etc.) such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of our (office, clinic, practice group, etc.), such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We 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 we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. I will obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

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

III. Uses and Disclosures with Neither Consent nor Authorization

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

- **Child Abuse:** If we have reasonable cause to believe that a child has been abused or neglected, we are required by law to report such information within 24 hours to appropriate government officials.
- **Adult and Domestic Abuse:** If we have reasonable cause to believe that an elderly or disabled adult has been abused, neglected, or exploited, we are required by law to report this information to appropriate government officials.
- **Health Oversight:** If we receive a subpoena for records from the Board of Psychological Examiners in relation to a disciplinary action, we must submit such records to the Board.
- **Judicial or administrative proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services that we have provided you and/or the records thereof, such information is privileged under state law, and we must not release this information without written authorization from you or your legally appointed representative, 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. We will inform you in advance if this is the case.

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- **Serious Threat to Health or Safety:** If we know that you pose a serious risk of danger to an identifiable victim, we are required by law to exercise reasonable care to protect such victim. This may include disclosing your relevant confidential information to those people necessary to address the problem. Also, we may disclose your confidential information if we judge disclosure is necessary to protect against a clear and substantial risk of imminent serious harm being inflicted by you on yourself or another person.
- **When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law.** This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:

- *Right to Request Restrictions* You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are 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 us. Upon your request, we 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 our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. On your request, we will discuss with you the details of the request 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. We may deny your request. On your request, we 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 regarding you. On your request, we 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 us upon request, even if you have agreed to receive the notice electronically.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket.* You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- *Right to be notified if there is a Breach of Your Unsecured PHI.* You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.
- *Right to Opt out of Fundraising Communications.* You have a right to decide that you would not like to be included in fundraising communications that I may send out. [Use this only if you would be sending such communications to your patients.]

Psychologist's Duties:

- We are 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.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will advise you by mail.

V. Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, please contact me, Dr. Root, @ 802-885-5719 immediately. 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, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 16, 2003. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by mail.

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Acknowledgment

of Receipt of

Service Agreement, Including

Information Leading to Your Giving Your Informed Consent to Receive

Assessment and Treatment Services, and

Information Regarding Psychological Testing Not Covered by Insurance Benefits,

Vermont Professional Conduct For Psychologists Title 26, Chapter 55, Section 3016,

New Hampshire Code of Administrative Rules, Mhp 502.02, and

HIPAA Notice of Policies and Practices to Protect the Privacy of Your Health Information

Your signature below indicates that you have received a copy of and read the attached Service Agreement, the Vermont Professional Conduct For Psychologists, Title 26, Vt. Statutes Annotated, Chapter 55, Section 3016, the New Hampshire Code of Administrative Rules, Mhp 502.02 and the HIPAA Notice of Policies and Practices to Protect the Privacy of Your Health Information. Your signature below also indicates that you give your informed consent for Dr. Root to carry out these services and agree to reimburse Dr. Root for all services provided, including charges for appointments not kept when you do not give a 48 hour notice cancelling the appointment as specified on page 1 of this Service Agreement and costs for psychological testing services not covered by my insurance company as specified on page 2 of this Service Agreement.

Signature of Patient or Legal Guardian

Print Name of Patient (and Legal Guardian if appropriate)

Date

Note: Please keep pages 1 - 11 of this document for your records. We will keep this page (page 12) in your file at our office. If you would like a copy of page 12, please tell us and we will provide a copy for you.

Thank You