

NOTICE OF PRIVACY PRACTICES
& OFFICE POLICIES
OF
JUDITH DEGRAZIA HARRINGTON PH.D., HSPP

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

Effective: April 4, 2003

Revised: February 18, 2008

If you have any questions or requests, please contact:

Judith Harrington, Ph.D., HSPP
908 Roosevelt Road, Suite K
Valparaiso, IN 46383-4376
(219) 462-0246

**Dr. Judith DeGrazia Harrington, Ph.D., HSPP
(Psychotherapist-Patient Service Agreement)**

Welcome to my practice. 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 new federal law that provides new privacy protections and new patients 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. 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. The 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.

PSYCHOLOGICAL SERVICE

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and the patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like 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 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, I 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 on whether you feel comfortable working with me. 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 my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

I normally conduct an evaluation that will last 45-60 minutes with a follow-up session. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy has begun, I will usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to

circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions (If it is possible, I will try to find another time to reschedule to appointment).

PROFESSIONAL FEE

My hourly fee is \$265 for the first session and \$200 for each additional session. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting up to 45 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, 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 of my professional time, including preparation and transport costs, even if I am called to testify by another party (Because of the difficulty of legal involvement, I charge \$250 to \$500 per hour for preparation and attendance at any legal proceeding).

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I am usually in my office between 8 am and 5 pm. My telephone is answered usually by my front office staff and if not, by voice mail. I 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 me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or L.C.S.W. on call. If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

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

- I may occasionally find it helpful to consult other health care professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my NOTICE of Psychological Policies and Practices to Protect the Privacy of Your Health Information).
- (For Group Practice or those who utilize administrative personnel). You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

- I also have contacts with Psychological Testing Service in which if they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the name of this organization and blank copy of this contract.
- Disclosure required by health insurers to collect overdue fees is discussed elsewhere in this agreement.

There are some situations where I am 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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I 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 me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding the patient in order to defend myself.
- If a patient files a workers compensation claim, I must, upon appropriate request, disclose relevant information to the insurer or a third party administrator.

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

- If I know or have reasonable cause to believe that a child has been abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the nearest child welfare agency. Once such a report is filed, I may be required to provide additional information.
- If I know or have reasonable cause to believe that an older person has been abused, neglected, exploited or isolated the law requires that I make a report to the appropriate governmental agency, usually the local office of the department of Human Resources Division of Aging Services. Once such a report is filed, I may be required to provide additional information.
- If I believe a patient presents a risk of imminent serious harm to another person, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.

- If a patient presents an imminent risk of harm to himself/herself, I 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, I will make effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

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

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, 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 this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. (I am sometimes willing to conduct this review meeting without charge). I am allowed to charge you a copying fee of \$.60 cents per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon your request.

(For psychologists who elect to keep Psychotherapy Notes). 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 therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards these 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 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 initially reviewed in my presence, or forwarded to another mental health professional so you can discuss the contents (I am sometimes willing to conduct this review meeting without charge). I am allowed to charge you a copying fee of \$.60 cents per page (and for certain other expenses). The exemptions to this policy are contained in the attached Notice Form. 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.

In addition, I also keep a set of Psychotherapy Notes. 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, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I believe it will cause you mental or emotional harm.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice Form, and my privacy policies and procedures. I am happy to discuss and of these rights with you.

MINORS & PARENTS

Parents of patients under 18 years of age who are not emancipated must be aware that the law usually allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child. The only exception is when the psychologist believes disclosure would jeopardize treatment necessary to the minor's life or necessary to avoid a serious and immediate threat to the minor's health, or unless we agree upon it otherwise. 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 their 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 discuss the matter with the child, if possible, and do my best handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay cash for each session at the time it is help, 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 hardship, I may be willing to negotiate a fee adjustment or payment installment plan).

If your account has not been paid for more than 60 days and arrangements have not been agreed upon, I have the option of using legal means to secure payment. 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 patients treatment is his/her name, the nature of services provided, and the amount due. (If such legal action is necessary, the cost will be included in the claim).

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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you can find out exactly what mental health services your insurance policy covers.

You should read carefully 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, I will provide you with whatever information I can based on my experience and will be happy to help

you in understanding the information you receive from your insurance companies. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to 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 HMO's or PPO's 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 they need more services after insurance benefits end. (Some managed care plans will not allow me to provide services to you once your benefits end. If in this case, I will do my best to find another provider who will help you continue your psychotherapy).

You should also be aware that your contract with your health insurance companies requires that I provide it with information relevant to the services that I provide to you. 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 companies claim to keep such information confidential, I 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 databank. By signing this Agreement, you agree that I 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 my services yourself and avoid the problems described above (unless prohibited by contract).

**NOTICE OF PRIVACY PRACTICES
OF
DR. JUDITH DEGRAZIA HARRINGTON, PH.D., HSPP**

I. WE HAVE A LEGAL DUTY TO PROTECT HEALTH INFORMATION ABOUT YOU:

We are required to protect the privacy of health information about you and that can be identified with you, which we call “protected health information,” or “PHI” for short. We must give you notice of your legal duties and privacy practices concerning PHI:

- We must protect PHI that we have created or received about your past, present, or future health condition, health care we provide to you, or payment for health care.
- We must notify you about how we protect PHI about you.
- We must explain how, when and why we use and/or disclose PHI about you.
- We may use and/or disclose PHI as we have described in this Notice.

This Notice describes the types of uses and disclosures that we may make and give you some examples. In addition, we may make other uses and disclosures which occur as a byproduct of the permitted uses and disclosures described in this Notice.

We are required to follow the procedures in this Notice. We reserve the right to change the terms of this Notice and to make new notice provisions effective for all PHI that we maintain by first:

- Post the revised notice in our offices.
- Make copies of the revised notice available upon request (either at our offices or through the contact person listed in this Notice).
- Post the revised notice on our website.

II. WE MAY USE AND DISCLOSE PHI ABOUT YOU IN THE FOLLOWING CIRCUMSTANCES:

A. We may use and disclose PHI about you to provide health care treatment to you.

B. 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 operation 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 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 our office (clinic, practice group, etc.), such as releasing, transferring, or providing access to information about you to other parties.

C. Uses and Disclosures that Require 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 we release this information. We will also need to obtain an authorization before we release 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.

You may revoke all such authorization (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 to obtain insurance coverage, and the law provides the insurer the right to consent the claim under the policy.

D. 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 a reasonable cause to believe that a child has been abused or neglected, we must report this and relevant information, within 24 hours, to the Division of Child and Family Services, the county agency that provides child welfare services or a law enforcement agency.

Adult and Domestic Abuse: If we have reasonable cause to believe that an older person has been abused, neglected, exploited or isolated, we must make a report to the local office of the Indiana Department of human Resources Division of Aging Services, the police department or sheriff’s office, or other appropriate agencies within 24 hours after we become aware of this information.

Health Oversight: If we receive a request from the Indiana Board of Psychological Examiners or the Indiana Board of Social Workers with respect to an inquiry or complaint about our professional conduct, we must make available any record relevant to such inquiry.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and we will not release this information without written authorization from you or your legally appointed representative, or a court order. The privilege does not apply when you are evaluated for a third party or if the evaluation is court-ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety: We may disclose confidential information from your records if we believe such disclosure is necessary to protect you or another person from a clear and substantial risk of imminent, serious harm. We may only disclose such information and to such persons as are consistent with the standards of our professions when we address such problems.

Worker's Compensation: If you file a worker's compensation claim, and if we provide treatment to you relevant to that claim, then we must submit to your employer's insurer or a third party administrator, a report on services rendered.

E. Patient's rights and Psychologist's/Psychotherapist'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 see 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 or billing records used to make decisions about you for as long as the PHI is maintained in the record. We have a form entitled "Request for Personal Clinical Records from Associated Neuro & Psychological Specialties" for you to complete for our disclosure of your information to you. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and the denial process.

Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. 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 for which you have neither provided consent nor authorization. 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 for which you have neither provided consent nor authorization. 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.

Psychologist's/Psychotherapist's Duties:

We are required by law to maintain the privacy of the 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 post the notice in our office and also make it available on our website at neuropsychologywindiana.com (Indiana) or neuropsychologylasvegas.com (Nevada).

III. 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, you may contact Judith D. Harrington, Ph.D. at (219) 462-0246 for further information.

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.

IV. EFFECTIVE DATE, RESTRICTIONS AND CHANGES TO PRIVACY POLICY:

The original privacy policy went into effect April 4, 2003.
The amended privacy policy will go into effect February 1, 2006.

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 post a copy in our office and post a copy on our website at neuropsychologywindiana.com (Indiana) or neuropsychologylasvegas.com (Nevada).