

Beckie Grgich, Psy.D., Psychological Services:

Patient Outpatient Services Contract

Consents and Acknowledgements, Insurance Billing & Assignment of Benefits

TESTING: I conduct pre-surgical evaluations, diagnostic assessments, neuropsychological assessments, learning disability evaluations, court-ordered assessments; fitness for duty evaluations, disability evaluations and more. The assessment process can be different depending upon the purpose of the information, the requesting party etc. Therefore, I will discuss the assessment process with you as well as the plan regarding the assessment at the initial intake appointment.

Please keep in mind, the following regarding any psychological evaluation / assessment services. It is important be informed and to have the opportunity to ask questions at any time regarding all of our practices:

- **Non Medically-Necessary Assessments:** Some assessments are considered as non-medically necessary per the insurance companies such as educational testing, IQ testing, employment evaluations, court-ordered evaluations, fitness for duty evaluations etc. We will discuss this with you at the initial intake appointment. Whenever feasible, if an assessment is not considered as medically necessary by your insurance company, we will make every effort to discuss the services and determine if you are eligible for a discount. This may include offering you the same “contracted rate” that we would typically accept for ‘medically necessary’ services through your insurance.
- **Testing Instruments Given to Others:** When parents or teachers are provided assessment measures to complete, please do so in a timely manner in order to allow the psychologist to have the most timely and accurate assessment results from other sources, as close to the assessment date as possible,
- **The intake:** During your intake interview (the first appointment) the psychologist will discuss the assessment needs and determine the manner in which the assessment will need to proceed including the amount of face to face time, billing and payment issues, types of assessment measures and the extent of the areas that will be assessed.
- **Time & Fees:** Psychological assessments are billed based on the amount of time the psychologist spends on the assessment process including: Planning the assessment, pulling and setting-up the assessment measures, face-to-face testing time, scoring all of the instruments, completing an analysis of the testing data as well as the full battery of tests, reviewing collateral information and records, report-writing, edits, consulting and record-keeping. For example, you may spend a total of 5 hours in the office with the intake and the testing. However, the psychologist may spend an additional 5-8 hours completing all of the activities listed. In this example, the psychologist would bill for 10-13 hours of time total.
- **Test Results:** In most situations, we do not require you to attend a test-results appointment in order to receive the results. However, you will have the opportunity to schedule a test-results appointment if you would like. Please let us know so that we can plan a time to meet and discuss the evaluation. We do not pre-bill for a test results appointment. Therefore, if you choose to schedule, there will be a fee assessed for the additional appointment time.

APPOINTMENTS/CANCELLATIONS:

The first session (intake) is usually 60-minutes in duration (sometimes a bit longer) to review your background, history, symptoms and to discuss the assessment and plan and process. If you “no-show” for an appointment or cancel with short notice (less than 48-hours), you will be charged a fee of \$50 for each cancelled hour. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48-hours advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control.

Some assessment appointments can be done in one day with the intake appointments as well as the testing can be completed all in one appointment (i.e. most bariatric evaluations, fitness for duty evaluations, court-ordered assessments).

Other assessments, typically those that require an insurance authorization, will be done in at least two appointments. First, the initial intake appointment. Followed by time for the psychologist to submit the authorization as well as receive approval to do the testing and then another appointment (usually several hours) in order to complete the testing. If an appointment for testing is cancelled with less than 48-hours notice or if you no-show for the testing, you will be responsible to pay \$50.00 per hour of the psychologist's time that was scheduled (for the missed appointment). Fees must be paid prior to scheduling another appointment.

BILLING AND PAYMENTS:

All fees including co-pays and deductible payments as well as consultation, missed appointment, session fees, other service-related charges and/or costs incurred due to insurance claim rejections (due to such issues as a non-covered service or lacking medical necessity) are due at the time of your appointment. If your account has not been paid for more than 30 days (from the date of your billing statement) and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name and contact information (which may include a driver's license and/or ssn), other contact information, the nature of services provided, and the amount due. There is a \$75 fee per account that is over 30-days past due (plus 1.50% per month past due) and for all accounts transferred to a collection agency.

PROFESSIONAL FEES:

My hourly fee is \$250 (intake), \$200 (testing) per hour of my time in all of the aforementioned activities. In addition to appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include letter-writing, email consultations, completing forms on your behalf, report edits based on personal preference (however correcting an error is no charge), telephone consultations lasting longer than 5 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me, that is not typically considered to be a medically necessary service billed to insurance.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and travel as well as \$1000 for a ½ day and \$2000 for a full day of time blocked in my schedule for attendance at any legal proceeding.

INSURANCE REIMBURSEMENT:

I will complete the forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled through your insurance company; however, you (not your insurance company) are responsible for full payment of my fees. 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. 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 authorizations before they provide reimbursement for mental health services. If your plan requires a referral from your primary care physician or another provider, it is your responsible to secure the referral and to understand your medical plan. I do not know which plans require a referral.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies are required to keep such information confidential, I have no control over what they do with the information. In some cases, they may share the information with a national medical information databank. By signing this form, you agree to allow Beckie Grgich to submit the required information to your insurance to secure payments, access benefits and request authorizations. You also agree to have your insurance assign benefits to and remit payments to Beckie Grgich as the provider of services. In addition, you agree to pay all deductibles, co-pays or noncovered services.

CONTACTING ME:

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by an administrative assistant or recording (that we monitor frequently). The staff will make every effort to return your call within 24-48 business hours, with the exception of weekends and holidays. 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 psychiatrist on call. You may email: Grgich@ThePsychDoc.ORG, call the office cell phone 719-344-8779 or text: 719-344-8779.

PROFESSIONAL RECORDS:

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of the records. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any time spent in preparing information requests.

MINORS:

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to provide and/or discuss assessment findings to guardian, as allowed by law. Minors seeking to have information protected as allowed legally, may do so at the time of the initial intake appointment. If I feel there is a high risk that you will seriously harm yourself or someone else or if you report child or elder abuse to me, I am required to follow the laws and ethics of my practice including reporting to the requires agency/ies.

CONFIDENTIALITY:

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

If I believe a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her and/or to contact family members and/or others who can help provide protection.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is 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.

OMNIBUS Rule HIPAA NOTICE OF PRIVACY PRACTICES

Federal HIPAA Omnibus Rule and state law provides penalties for covered entities, business associates, and their subcontractors and records owners, respectively that misuse or improperly disclose PHI. Starting April 14, 2003, HIPAA requires us to provide you with the Notice of our legal duties and the privacy practices we are required to follow when you first come into our office for healthcare services. If you have any questions about this Notice, please ask to speak to our HIPAA Privacy Officer (Beckie Grgich, Psy.D). Our doctors, clinical staff, employees, Business Associates (outside contractors we hire), their subcontractors and other involved parties follow the policies and procedures set forth in this notice. If at this facility, your primary caretaker / doctor is unavailable to assist you (i.e. illness, on-call coverage, vacation, etc.). we may provide you with the name of another healthcare provider outside our practice in which you may choose to consult. If we do so, that provider is also required to follow the policies and procedures set forth in this Notice or those established for his or her practice so long as they substantially conform to those requirements.

OUR RULES ON HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

Under the law, we must have your signature on a written, dated Consent Form and/or an Authorization Form of Acknowledgement of this Notice, before we will use or disclose your PHI for certain purposes as detailed in the rules below. If you are an existing patient, you will be asked to acknowledge this updated information. Documentation -You will be asked to sign an Authorization / Acknowledgement form when you receive this Notice of Privacy Practices. If you did not sign such a form or need a copy of the one you signed, please contact our Privacy Officer. You may take back or revoke your consent or authorization at any time (unless we already have acted based on it) by submitting our Revocation Form in writing to us at our address listed above. Your revocation will take effect when we actually receive it. We cannot give it a retroactive effect, so it will not affect any use or disclosure that occurred in our reliance on your Consent or Authorization prior to revocation (i.e. if after we provide services to you, you revoke your authorization / acknowledgement in order to prevent us billing or collecting for those services, your revocation will have no effect because we relied on your authorization/ acknowledgement to provide services before you revoked it).

General Rule: If you do not sign our authorization/ acknowledgement form or if you revoke it, as a general rule (subject to exceptions described below under "Healthcare Treatment, Payment and Operations Rule" and "Special Rules"), we cannot in any manner use or disclose to anyone (excluding you, but including payers and Business Associates) your PHI or any other information in your medical record. By law, we are unable to submit claims to payers under assignment of benefits without your signature on our authorization/ acknowledgement form. You will however be able to restrict disclosures to your insurance carrier for services for which you wish to pay "out of pocket" under the new Omnibus Rule. We will not condition treatment on you signing an authorization / acknowledgement, but we may be forced to decline you as a new patient or discontinue you as an active patient if you choose not to sign the authorization/ acknowledgement or if you choose to revoke it.

Healthcare Treatment, Payment and Operations Rule: With your signed consent, we may use or disclose your PHI in order:

- To provide you with or coordinate healthcare treatment and services. For example, we may review your health-history to make a diagnosis and treatment plan, consult with other doctors about your care, delegate tasks to ancillary staff, coordinate care, refer for services and coordinate services as well as disclose needed information to your family or others so they may assist you with home care, arrange appointments with other healthcare providers, coordinate evaluations for a higher level of care, etc.
- To bill or collect payment from you, an insurance company, a managed-care organization, a health benefits plan or another third party. For example, we may need to verify your insurance

coverage, submit your PHI on claim forms in order to get reimbursed for our services, obtain pre-treatment estimates or prior authorizations from your health plan or provide your clinical documentation because your health plan requires these documents for payment; Remember, you will be able to restrict disclosures to your insurance carrier for services for which you wish to pay "out of pocket" under this new Omnibus Rule.

- To run our office, assess the quality of care our patients receive and provide you with customer service. For example, to improve efficiency and reduce costs associated with *missed* appointments, we may contact you by telephone, email, mail or otherwise remind you of scheduled appointments (as applicable), we may leave messages with whomever answers your telephone or email to contact us (but we will not give out detailed PHI), we may call you by name from the waiting room, we may *tell* you about or recommend complementary or alternative treatments that may interest you, we may review your PHI to evaluate our staff's performance, or our Privacy Officer *may* review your records to assist you with complaints. If you prefer that we not contact you with appointment reminders or information about treatment alternatives or health-related products, and services, please notify us in writing at our address listed above and we will not use or disclose your PHI for these purposes.
- New HIPAA Omnibus Rule does not require that we provide the above notice regarding Appointment Reminders, Treatment Information or Health Benefits, but we are including these as a courtesy so you understand our business practices with regards to your (PHI) protected health information.

Additionally *you* should be made aware of these protection laws on your behalf under the new HIPAA Omnibus Rule:

- That **Health Insurance plans** that underwrite cannot use or disclose genetic information for underwriting purposes (this excludes certain long-term care plans). Health plans that post their Notice of Privacy Practices (NOPPs) on their web sites must post these Omnibus Rule changes on their sites by the effective date of the Omnibus Rule, as well as notify you by US Mail by the Omnibus Rules effective date. Plans that do not post their NOPPs on their Web sites must provide you information about Omnibus Rule changes within 60 days of these federal revisions.
- **Psychotherapy Notes** maintained by a healthcare provider, must state in their NOPPs that they can allow "use and disclosure" of such notes only with your written authorization.

Special Rules: Notwithstanding anything *else* contained in this Notice, only in accordance with applicable HIPAA Omnibus Rule and under strictly limited circumstances, we may use or disclose your PHI *without* your permission consent or authorization for the following purposes:

- When required under federal, state, or local law
- When necessary in emergencies to prevent a serious threat *to* your health and safety or the health and safety of other persons
- When necessary for public health reasons (i.e. suspected abuse, neglect or exploitation of children, disabled adults or the elderly, or domestic violence)
- For federal or state government health-care oversight activities (i.e. civil rights laws, fraud and abuse investigations, audits, investigations, inspections, licensure or permitting, government programs. etc.)
- For judicial and administrative proceedings and law enforcement purposes (i.e. in response to a warrant, subpoena or court order by providing PHI to coroners, medical examiners and funeral directors to locate missing persons, identify deceased persons or determine cause of death)
- For Worker's Compensation purposes (i.e. we may disclose your PHI if you have claimed health benefits for a work-related injury or illness)
- For intelligence. Counter intelligence or other national security purposes (i.e. Veterans Affairs, U.S. military command, other government authorities or, foreign military authorities may require us to release PHI about you)
- For organ and tissue donation (i.e. if you are an organ donor, we may release your PHI to

- organizations that handle organ, eye or tissue procurement, donation and transplantation)
- For research projects approved by an Institutional Review Board or a privacy board to ensure confidentiality (i.e. if the researcher will have access to your PHI because involved in your clinical care, we will ask you to sign an authorization)
- To create a collection of information that is "de-identified" (i.e. it does not personally identify you by name, distinguishing marks or otherwise and no longer can be connected to you)
- To family members, friends and others, but only if you are present and verbally give permission.

We give you an opportunity to object and if you do not, we reasonably assume, based on our professional judgment and the surrounding circumstances, that you do not object (i.e. you bring someone with you into the treatment room during your session or into the conference area when we are discussing your PHI); we reasonably infer that it is in your best interest (i.e. to allow someone to pick up your records because they knew you were our patient and you asked them in writing with your signature to do so); or it is an emergency situation involving you or another person (i.e. your minor child or a person with whom you have guardianship) and respectively you cannot consent because you are incapable of doing so or you cannot consent to the other person's care because after a reasonable attempt, we have been unable to locate you. In these emergency situations we may, based on our professional judgment and the surrounding circumstances, determine that disclosure is in the best interests of you or the other person or minor, in which case we will disclose PHI, but only as it pertains to the care being provided and we will notify you of the disclosure as soon as possible after the care is completed. As per HIPAA law 164.512(1) (I) ... (A) Is necessary to prevent or lessen a serious or imminent threat to the health and safety of a person or the public and (B) Is to person or persons reasonably able to prevent or lessen that threat.

Minimum Necessary Rule: Our staff will not use or access your PHI unless it is necessary to do their jobs. All of our team members are trained in HIPAA Privacy rules and sign strict Confidentiality Contracts with regards to protecting and keeping private, your PHI. Our business associates and their subcontractors acknowledge your PHI is protected several layers deep with regard to our business relations. Also, we disclose to others outside our staff, only as much of your PHI as is necessary to *accomplish the* recipient's lawful purposes. Still in certain cases, we may use and disclose the entire contents of your medical record:

- To you (and your legal representatives as stated above) and anyone else you list on a Consent or Authorization to *receive* a copy of your records
- To healthcare providers for treatment purposes (i.e. making diagnosis and treatment decisions or consultations prior recommendations in the medical record)
- To the U.S. Department of Health and Human Services (i.e. in connection with a HIPAA compliance)
- To others as required under federal or state law
- To our privacy officer and others as necessary to resolve your complaint or accomplish your request under HIPAA (i.e. clerks who copy records need access to your entire medical record). In accordance with HIPAA law, we presume that requests for disclosure of PHI from another Covered Entity (as defined in HIPAA) or for the minimum necessary amount of PHI to accomplish the requestor's purpose. Our Privacy Officer will individually review unusual or nonrecurring requests for PHI to determine the minimum necessary amount of PHI and disclose only that for non-routine requests or disclosures. Our Privacy Officer will make a minimum necessary determination based on but not limited to the following factors:
 - The amount of information being disclosed
 - The number of individuals or entities to whom the information is being disclosed
 - The importance of the use or disclosure
 - The likelihood of further disclosure
 - Whether the same result could be achieved with de-identified information
 - The technology available to protect confidentiality of the information
 - The cost to implement administrative, technical and security procedures to protect confidentiality

If we believe that a request from others for disclosure of your entire medical record is unnecessary, we will ask the requestor to document why this is needed, retain that documentation and make it available to you upon request.

Incidental Disclosure Rule: We will take reasonable administrative, technical and security safeguards to ensure the privacy of your PHI when we use or disclose it (i.e. we shred all paper containing PHI, require employees to speak with privacy precautions when discussing PHI with you, we use computer passwords and change them periodically (i.e. when an employee leaves us), we use firewall and router protection to the federal standard, we back up our PHI data off site and encrypted to federal Standard, we do not allow unauthorized access to areas where PHI is stored or filed and/or we have any unsupervised business associates sign Business Associate Confidentiality Agreements). However, in the event that there is a breach in protecting your PHI, we will follow Federal Guidelines to HIPAA Omnibus Rule Standard to first evaluate the breach situation using the Omnibus Rule 4-Factor Formula for Breach Assessment. Then we will document the situation. Retain copies of the situation on file and report all breaches (other than low probability as prescribed by the Omnibus Rule) to the US Department of Health and Human Services at: [http:\(www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html\)](http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brinstruction.html) We will also make proper notification to you and any other parties of significance as required by HIPAA Law.

Business Associate Rule: Business Associates are defined as: an entity (non-employee) that in the course of their work will directly / indirectly use, transmit, view, transport, hear, interpret, process or offer PHI for this Facility. Business Associates and other third parties (if any) that receive your PHI from us will be prohibited from re-disclosing it unless required to do so by law or you give prior express written consent to the re-disclosure. Nothing in our Business Associate agreement will allow our Business Associate to violate this re-disclosure prohibition. Under Omnibus Rule, Business Associates will sign a strict confidentiality agreement binding them to keep your PHI protected and report any compromise of such information to us, you and the United States Department of Health and Human Services, as well as other required entities. Our Business Associates will also follow Omnibus Rule and have any of their Subcontractors that may directly or indirectly have contact with your PHI, sign Confidentiality Agreements to Federal Omnibus Standard.

Super-Confidential Information Rule: If we have PHI about you regarding communicable diseases, disease testing, alcohol or substance abuse diagnosis and treatment or psychotherapy and mental health records (super confidential information under the law), we will not disclose it under the General or Healthcare Treatment without your consent, Payment and Operations Rules (see above) without your first Signing and properly completing our Consent form (i.e. you specifically must initial the type of super-confidential information we are allowed to disclose). If you do not specifically authorize disclosure by initialing the super-confidential information, we will not disclose it unless authorized under the Special Rules (see above) (i.e. we are required by law to disclose it). If we disclose super confidential information (either because you have initialed the consent form or the Special Rules authorizing us to do so), we will comply with state and federal law that requires us to warn the recipient in writing that re-disclosure is prohibited

Changes to Privacy Policies Rule: We reserve the right to change our privacy practices (by changing the terms of this Notice) at any time as authorized by law. The changes will be effective immediately upon us making them. They will apply to all PHI we create or receive in the future, as well as to all PHI created or received by us in the past (i.e. PHI about you that we had before the changes took effect). If we make changes, we will provide the changed Notice, along with its effective date, in our office and on written forms. Also, upon request, you will be given a copy of our current Notice.

Authorization Rule: We will not use or disclose your PHI for any purpose or to any person other than as stated in the rules above without your signature on our specifically worded, written Authorization / Acknowledgement Form (not a Consent or an Acknowledgement). If we need your

Authorization, we must obtain it via a specific Authorization Form, which may be separate from any Authorization / Acknowledgement we may have obtained from you. We will not condition your treatment here on whether you sign the Authorization (or not).

Marketing and Fund Raising Rules

We do not use PHI for marketing, fund raising, paid marketing or research.

YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

If you received this Notice via email or website, you have the right to obtain, at any time, a paper copy by asking our Privacy Officer. Also, you have the following additional rights regarding PHI we maintain about you:

To Inspect and Copy:

You have the right to obtain and view a copy of your PHI including, but not limited to, medical and billing records by submitting a written request to our Privacy Officer. Original records will not leave the premises, will be available for inspection only during our regular business hours and only if our Privacy Officer is present at all times. You may ask us to give you the copies in a format other than photocopies (and we will do so unless we determine that it is impractical) or ask us to prepare a summary in lieu of copies. We may charge you a fee not to exceed state law to recover our costs (including postage, supplies, and staff time as applicable. But excluding staff time for search and retrieval) to duplicate or summarize your PHI. We will not condition release of the copies on summary of payment of your outstanding balance for professional services if you have one). We will comply with Federal law to provide your PHI in an electronic format within the 30 days, to Federal specification when you provide us with proper written request. Paper copy will also be made available. We will respond to requests in a timely manner, without delay for legal review, or in less than thirty days if submitted in writing and in ten business days or less if malpractice litigation or pre-suit production is involved. We may deny your request in certain limited circumstances (i.e. we do not have the PHI or if it came from a confidential source, etc.). If we deny your request, you may ask for a review of that decision. If required by law, we will select a licensed health-care professional (other than the person who denied your request initially) to review the denial and we will follow his or her decision. If we select a licensed healthcare professional who is not affiliated with us, we will ensure a Business Associate Agreement is executed that prevents re-disclosure of your PHI without your consent by that outside professional.

To Request Amendment / Correction:

If another doctor involved in your care tells us in writing to change your PHI, we will do so as expeditiously as possible upon receipt of the changes and will send you written confirmation that we have made the changes. If you think PHI we have about you is incorrect, or that something important is missing from your records, you may ask us to amend or correct it (so long as we have it) by submitting a letter titled, "**Request for Amendment / Correction**" to our Privacy Officer. We will act on-Your request within 30 days from receipt but we may extend our response time (within the 30-day-period) no more than once and by no more than 30 days, or as per Federal law allowances, in which case we will notify you in writing when we will be able to respond. If we grant your request, we will let you know within five business days, make the changes by noting (not deleting) what is incorrect or incomplete and adding to it the *changed language*, and will then send the changes within 5 business days to persons you ask us to and persons we know may rely on incorrect or incomplete PHI to your detriment (or already have). We may deny your request under certain circumstances (i.e. it is not in writing, it does not give a reason why you want the change, we did not create the PHI you want changed (and the entity that did can be contacted), it was compiled for use in litigation, or we determine it is accurate and complete). If we deny your request, we will (in writing within 5 business days) tell you why and how to file a complaint with us if you disagree that you may submit a written disagreement with our denial (and we may submit a written rebuttal and give you a copy of it), that you may ask us to disclose your initial request and our denial when we make future disclosure of PHI pertaining to your request, and that you may object to us and the U.S. Department of Health and Human Services.

To an Accounting of Disclosures:

You may ask us for a list of those who got your PHI from us by submitting a "**Request for Accounting of Disclosures**" form to us. The list will not cover some disclosures (i.e. PHI given to you, given to your legal representative, given to others for treatment, payment or health-care operations purposes). Your request must state in what form you want the list (i.e. Paper or electronically) and the time period you want us to cover, which *may* be up to but not more than the last six years (excluding dates before April 14, 2003). If you ask us for this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee to respond, in which case we will tell you the cost before we incur it and let you choose if you want to withdraw or modify your request to avoid the cost.

To Request Restrictions:

You may ask us to limit how your PHI is used and disclosed (i.e. in addition to our rules as set forth in this Notice) by submitting a written "Request for Restrictions on Use, Disclosure" form to us (i.e. you may not want us to disclose your surgery to family members or friends involved in paying for our services or providing your care). If we agree to these additional limitations, we will follow them except in an emergency where we will not have time to check for limitations. Also, in some circumstances we may be unable to grant your request (i.e. we are required by law to use or disclose your PHI in a manner that you want restricted, you signed an Authorization Form, which you may revoke that allows us to use or disclose your PHI in the manner you want restricted; in an emergency).

To Request Alternative Communications:

You may ask us to communicate with you in a different way or a different place by submitting a written "Request for Alternative Communication" letter to us. We will not ask you why and we will accommodate all reasonable requests (which may include: to send appointment reminders in closed envelopes rather than by postcards, to send your PHI to a post office box instead of your home address, to communicate with you at a telephone number other than your home number). You must tell us the alternative means or location you want us to use and explain to our satisfaction how payment to us will be made if we communicate with you as you request.

To Complain or Attain More Information:

We will follow our rules as set forth in this Notice. If you want more information or if you believe your privacy rights have been violated (i.e. you disagree with a decision of ours about inspection/copying, amendment / correction, accounting of disclosures, restrictions or alternative communications). We want to make it right. We never will penalize you for filing a complaint. To do so, please file a formal, written complaint within 180 days with: The U.S. Department of Health & Human Services Office of Civil Rights 200 Independence Ave. • S.W * Washington. DC 20201 877.696.6775 Or, submit a written Complaint form to us at the following address: *Our Privacy Officer: Beckie Grgich, Psy.D. PO Box 3392 Monument, CO 80132 719-344-8779*

These privacy practices are in accordance with the original HIPAA enforcement effective April 14, 2003, and undated to Omnibus Rule effective March 26, 2013 and will remain in effect until we replace them as specified by Federal and/or State Law

Faxing and Emailing Rule:

When you request us to fax or email your PHI as an alternative communication, we may agree to do so, but only after having our Privacy Officer or treating doctor review that request. For this communication, our Privacy Officer will confirm that the fax number or email address is correct before sending the message and ensure that the intended recipient has safe access to the fax machine or computer before sending the message; confirm receipt, locate fax machine or computer in a secure location so unauthorized access and viewing is prevented; use a fax cover sheet so the PHI is not the first page to print out (because unauthorized persons may view the top page); and attach an appropriate notice to the message. Our emails sent with PHI attachments are encrypted per Federal Standard for your protection.

Practice Transition Rule:

If we sell our practice, our patient records (including but not limited to your PHI) may be disclosed and physical custody may be transferred to the purchasing healthcare provider, but only in accordance with the law. The healthcare provider who is the new records owner will be solely responsible for ensuring privacy of your PHI after the transfer and you agree that we will have no responsibility for (or duty associated with) transferred records. If all the owners of our practice die, our patient records (including but not limited to your PHI) must be transferred to another healthcare provider within 90 days to comply with State & Federal Laws. Before we transfer records in either of these two situations, our Privacy Officer will obtain a Business Associate Agreement from the purchaser and review your PHI for super-confidential information (i.e. communicable disease records), which will not be transferred without your express written authorization (indicated by your initials on our Consent form).

Inactive Patient Records:

We will retain your records for seven years from your last treatment and beyond the age of 18. After this time has passed, we may destroy your records but records of inactive minor patients will not be destroyed-before the child's eighteenth birthday): We will do so only in accordance with the law (i.e. in a confidential manner with a Business Associate Agreement prohibiting re-disclosure if necessary).

Collections:

All accounts with a balance due will be charged to the credit card on file. If a remaining balance is owed due to an inability to process the charge, failure to pay within 30-days of the statement, we may pursue collections. If we use or disclose your PHI for collections purposes, we will do so only in accordance with the Law.