

LIPP, CARLSON, WITUCKI and ASSOCIATES, LTD

YOUR SIGNATURE BELOW INDICATES YOU HAVE READ THE INFORMATION IN THE PATIENT SERVICES AGREEMENT (Revised July 19, 2016) AND AGREE TO ABIDE BY ITS TERMS DURING THE PROFESSIONAL RELATIONSHIP YOU HAVE WITH LIPP, CARLSON, WITUCKI and ASSOCIATES, ITS STAFF, AND ITS PROVIDERS. YOUR SIGNATURE ALSO INDICATES YOU WERE OFFERED A COPY OF THIS AGREEMENT FOR YOUR OWN RECORDS.

Printed Legal Name of Patient

Printed Legal Name of Guardian (or "self" if same as name of patient)

Signature of Patient or Legal Guardian

Date

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES (NPP)

I acknowledge I was provided a copy of the Notice of Privacy Practices (NPP) for Lipp, Carlson, Witucki and Associates , LTD of Grand Forks. (effective date July 19 , 2016)

Patient Name (printed): _____

Patient or Legal Guardian Signature: _____ Date: _____

*If person signing this acknowledgement is not the patient, please print your name and relationship to the patient below:

Name: _____

Relationship to the Patient: _____

For Office Use Only:

If no acknowledgement could be obtained, please document the reason(s) why below and efforts taken to obtain the acknowledgement:

LIPP, CARLSON, WITUCKI and ASSOCIATES

2808 17th Avenue South

Grand Forks, ND 58201 701-746-8376

PATIENT SERVICES AGREEMENT

Welcome to Lipp, Carlson, Witucki and Associates. This document contains important information about our professional services and business policies. It also contains summarized information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices, which is attached later in this document. Although these documents are long and sometimes complex, it is very important that you read them carefully before you sign them. When you sign this document, it represents an agreement between you, Lipp, Carlson, Witucki and Associates, and your provider. The law requires that we obtain your signature acknowledging we provided you with this information at today's session.

YOUR PROVIDER

Your provider is a Licensed Psychologist, Psychology Resident or Licensed Clinical Social Worker (LCSW). Individuals who are Licensed Psychologists have a doctorate in psychology and have completed the requirements for licensure as a psychologist in the state of North Dakota. Individuals who are Psychology Residents have a doctorate in psychology and are working toward completing the requirements for licensure as a psychologist in the state of North Dakota. Psychology Residents are supervised by a Licensed Psychologist in our practice and will provide you with the name of the supervisor during the initial sessions. Individuals who are a LCSW have a Master's degree in Social Work and have completed the requirements for licensure as a clinical social worker in the state of North Dakota.

PSYCHOLOGICAL SERVICES

You are likely coming to Lipp, Carlson, Witucki and Associates for psychotherapy and/or psychological or neuropsychological testing, or both. Psychotherapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a patient in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights you should be aware of. Psychotherapy requires a very active effort on your part. In order for the therapy to be effective, you will have to work on things you and your provider talk about in your day-to-day life and at home. There are many different methods a psychologist may use to assess, plan and manage your treatment.

Psychotherapy can have benefits and risks. Risks may include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness because the process of psychotherapy often requires discussing the unpleasant aspects of your life. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to a reduction in distress, better relationships, greater personal awareness, increased skills for managing stress, and resolutions to specific problems. Be aware that there are no guarantees regarding the nature of your experience or your outcome.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, the psychologist will be able to offer you some initial impressions of your therapy needs, treatment goals, and an initial treatment plan. You should evaluate this information and form your own opinion to determine whether you are comfortable working with your provider. If you have questions about our procedures at Lipp, Carlson, Witucki and Associates, you should discuss them when they arise with your provider. If your doubts persist, your provider will help facilitate a referral to a different mental health professional.

APPOINTMENTS

Our providers normally conduct a 60 minute evaluation during the first session that consists of answering questions and reviewing history. During this time, you and your provider can decide if the provider is the best person to provide the services you need to meet your treatment goals. After the initial evaluation, appointments will ordinarily be 45-50 minutes, possibly weekly, at a time you agree on, although some sessions may be shorter/longer or more/less frequent. If you need to cancel or reschedule a session, Lipp, Carlson, Witucki and Associates requires 24 HOURS advance notice of cancellation. We will make reminder calls for appointments as a courtesy; it is your responsibility to know when you are scheduled with a provider. If you miss two appointments without cancelling, or with less than 24 hours' notice, Lipp, Carlson, Witucki and Associates reserve the right to remove you from a regular spot in their schedules. You will then be asked to place a \$50 deposit to schedule an appointment, which will be refunded to you when you keep your appointment. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time or the provider may choose to reschedule it if there is not enough time to have a productive therapy encounter.

PROFESSIONAL FEES

The fees at Lipp, Carlson, Witucki and Associates depend on the provider and type of service provided. Please call our office for information about fees for the services provided to you. In addition to testing or therapy sessions, you may be charged for other services provided (prorated from our hourly fee in increments for time spent) if your provider works less than one hour. Other services may include (but are not limited to) report writing, telephone calls lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and time spent performing any other services you may request of your provider. If you become involved in legal proceedings that require provider participation, you will be charged for all professional time, including preparation and transportation costs, even if your provider is called to testify for another party. Fee schedules for preparation and attendance at any legal proceeding can be obtained from our office manager. You are encouraged to discuss this fee with your provider prior to any legal involvement. If your provider holds a block of time in their schedule for testimony and your legal proceedings are delayed or cancelled, you will be financially responsible for hourly fees unless the provider is able to fill these openings.

BILLING AND PAYMENTS

You are expected to pay in full for your treatment at the time of your session unless prior arrangements have been made, or you have insurance coverage that requires another arrangement. You are able to pay in cash, check, or credit card. Any checks returned to this office are subject to an additional fee of \$35 to cover bank fees we incur. If your account has not been paid within 60 days and arrangements for payment have not been agreed upon, Lipp, Carlson, Witucki and Associates has the option of using legal means to secure the payment, such as a collection agency or an attorney. Your provider may speak with you about a referral to another agency or individual provider who is able to provide more cost-effective services to you.

INSURANCE

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. Lipp, Carlson, Witucki and Associates will try to assist you in filing claims and helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of Lipp, Carlson, Witucki and Associates fees. It is important for you to find out exactly what mental health services your insurance policy covers, and you are responsible for letting us know if/when your coverage changes.

Due to the rising costs of health care, insurance benefits have become increasingly more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Some managed health plans require prior authorization for services, without which they may refuse to provide reimbursement. Some plans may be 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 a lot 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 a provider to continue to provide services to you once your benefits end. If this is the case, your provider will do their best to find another provider who will help you continue your psychotherapy. If you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (co-insurance) or a flat dollar amount (co-payment) to be covered by the patient. Either amount is to be paid at the time of visit by check, cash, or credit card. Some insurance companies also have a deductible, which is an out-of-pocket amount, which must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This means that you will be responsible to pay for initial sessions at LCW until your deductible has been met. The deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself if you choose not to use insurance coverage, unless prohibited by your insurance contract.

You should also be aware that your health insurance company requires Lipp, Carlson, Witucki and Associates to provide it with a clinical diagnosis. Sometimes your provider is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, your provider will make every effort to release the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Although all insurance companies claim to keep such information confidential, Lipp, Carlson, Witucki and Associates has 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 medication information databank. Your provider can provide you with a copy of any report submitted, if you request it in writing. By signing this Agreement, you agree that Lipp, Carlson, Witucki and Associates can provide requested information to your insurance carrier.

PROFESSIONAL RECORDS

Lipp, Carlson, Witucki and Associates is required to keep appropriate Clinical Records of the psychological services provided. Your records are maintained in a secure location in the office. Your Clinical Record may contain information including that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics discussed, your medical, social and treatment history, records received from other providers, copies of records sent to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you may examine and/or receive a copy of your Clinical Record (or a summary or explanation of the information contained in your Clinical Record). Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them with your provider, or have them forwarded to another mental health professional to discuss the contents. There may be instances in which your provider does not believe reviewing your record is in your best interest, and this will be discussed with you should this occur. You also have the right to request that a copy of your file be made available to any other health care provider upon your written request.

In most circumstances, Lipp, Carlson, Witucki and Associates is allowed to charge a copying fee of \$20 for the first 25 pages, and \$.75 per page after 25 pages.

CONFIDENTIALITY AND PRIVACY

Lipp, Carlson, Witucki and Associates' policy about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled NOTICE OF PRIVACY PRACTICES. You have been provided with a copy of this agreement at the end of this document.

PATIENT RIGHTS

HIPAA provides you with rights with regard to your Clinical Record and how information in your protected health information is disclosed. These rights include how and what information from your Clinical Record is disclosed to others, requesting that Lipp, Carlson, Witucki and Associates amends your record, requesting an accounting of most disclosures of protected health information that you have not authorized or consented to, the right to request that any complaints you make about our policies and procedures be recorded in your record, determining the location to which protected information disclosures are consent, the right to a paper copy of this Agreement, the attached Notice form, and Lipp, Carlson, Witucki and Associates privacy policies and procedures.

PARENTS AND MINORS

Patients under the age of 18 who are not emancipated and their guardians should be aware the law may allow parents to examine a child's treatment records unless your provider decides such access may injure the child, or the legal guardian and the provider agree otherwise. Parental involvement can be essential to therapy; however because privacy in therapy may be crucial to successful progress with adolescents, your provider may request an agreement from parents or guardians to consent to give up their access to the child's records. The provider may share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. Other communication will require the child's agreement, unless the provider feels the child is in danger or is a danger to someone else, in which case the provider will notify the guardians about concerns. Before giving guardians information, the provider may attempt to notify the child of their intention to disclose information, if possible, and to address any objections the child may have.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of communications between a patient and a provider. In most situations, we can only release information about your treatment to others if you sign an authorization form which meets certain requirements detailed by HIPAA. There are other situations requiring only that you provide written, advance consent. By signing this Agreement, you acknowledge consent for such situations as follows:

1. Your provider may find it useful to consult with other medical and mental health professionals about a case. During a consultation, your provider will make every effort to avoid revealing the identity of the patient. The other professionals are legally bound to keep the information they receive from your provider confidential. Your provider may not tell you about a consultation unless you object. We will note consultations in your Clinical Record (also known as Personal Health Information).

2. Lipp, Carlson, Witucki and Associates employ administrative staff. In most cases, staff may have access to limited information about patients such as required for clinical and administrative purposes such as scheduling, billing, and quality assurance. All of the mental health professionals and administrative staff are bound by the same rules of confidentiality. All staff members have received training to protect your privacy, and have agreed not to release any information without the explicit permission of a provider.
3. We contract with various entities to perform billing and practice management operations. These businesses promise to maintain the confidentiality of this data as required by law.
4. If a patient threatens to harm himself/herself or someone else, your provider at Lipp, Carlson, Witucki and Associates will take actions to prevent this including notifying family members, notifying law enforcement, seeking hospitalization, or contacting others who can help provide protection.

There are situations where Lipp, Carlson, Witucki and Associates may use or disclose your PHI without your consent or authorization:

1. **Child Abuse:** If, in a professional capacity, your provider gains knowledge of or has reasonable cause to suspect that a child is abused or neglected or has died as a result of abuse or neglect, they are required by law to report the circumstances to the North Dakota Department of Human Services.
2. **Adult and Domestic Abuse:** If your provider has knowledge or reasonable cause to suspect that a vulnerable adult with developmental disabilities or severe mental illness to whom they are providing services is being abused, neglected, or exploited, they are required by law to report the circumstances to the North Dakota Protection and Advocacy Project.
3. **Health Oversight:** If the State Board of Psychologist Examiners subpoenas a psychologist, they must appear as a witness and bring copies of patient records.
4. **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law and your psychologist must not release your information without your written authorization or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered.
5. **Serious Threat to Health or Safety:** Your provider may disclose your confidential information to protect you or others from a serious threat of harm by you.
6. **Worker's Compensation:** If you file a worker's compensation claim, your provider may disclose any information including subsequent prognosis reports, records, bills and other information concerning mental health care services to the North Dakota Worker's Compensation Bureau.
7. If you reside in North Dakota and are an adult or child diagnosed with Autism Spectrum Disorder, your provider is mandated to report this diagnosis along with other demographic and diagnostic information to the North Dakota Department of Health.

CONTACTING YOUR PROVIDER

Due to provider work schedules, they are often not immediately available by telephone. Although providers are usually in the office from 8 a.m. to 5 p.m., each provider may have varying hours and you should talk with your provider regarding hours of availability. Providers typically are not available for telephone calls when with a patient. Our phone is answered between 7:30 a.m. and 5 p.m. by an administrative assistant who will know how to reach your provider, and how to get a message to your provider. We attempt to return calls on the same day they are made; however, sometimes due to provider schedules, it may take a day or two for non-urgent matters. If you are difficult to reach, please inform the administrative assistant of some times when you will be available. If you are unable to reach your provider and you cannot wait for a return call or you believe you have an emergency, you should call 911, go to your local Emergency Room, or contact the 24 hour crisis line at Northeast Human Service Center at 701-775-0525. After hours, we have an answering service at 701-746-8376 that can contact an on-call provider to answer urgent questions, if necessary. If you

believe you are having a crisis or emergency, you should contact 911. Lipp, Carlson, Witucki and Associates providers do not carry a pager and are not available 24 hours a day. If you believe you will need emergency or crisis services, Lipp, Carlson, Witucki and Associates may not be the best match for your needs.

LIPP, CARLSON, WITUCKI and ASSOCIATES, LTD.

Notice of Privacy Practices (NPP)

1. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Your provider 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 your provider treats, coordinates, or manages your health care and other services related to your health care. An example would be when your provider consults with another health care provider, such as your family physician or another psychologist.
 - Payment is when your provider obtains reimbursement for your healthcare. Examples of payment are when your provider discloses 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 the practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management/care coordination.
- “Use” applies only to activities within the offices of Lipp, Carlson, Witucki and Associates, LTD, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of this office, such as releasing, transferring, or providing access to information about you to other parties.

2. Uses and Disclosures Requiring Authorization

Your provider 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 your provider is asked for information for purposes outside of treatment, payment, and health care operations, we will obtain an authorization from you before releasing this information.

You may revoke all such authorization at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your provider has relied on that authorization, or (2) 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.

3. Uses and Disclosures with Neither Consent nor Authorization

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

- Child Abuse- If, in a professional capacity, your provider gains knowledge of or has reasonable cause to suspect that a child is abuse or neglected or has died as a result of abuse or neglect, they are required by law to report the circumstances to the North Dakota Department of Human Services.
- Adult and Domestic Abuse- If your provider has knowledge or reasonable cause to suspect that a vulnerable adult with developmental disabilities or severe mental illness to whom they are providing services is being abused, neglected, or exploited, they are required by law to report the circumstances to the North Dakota Protection and Advocacy Project.
- Health Oversight- If the State Board of Psychologist Examiners subpoenas a psychologist, they must appear as a witness and bring copies of patient records.
- Judicial or Administrative Proceedings- If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law and your provider must not release your information without your written authorization or a court order. This privilege does not apply when you are being evaluated by a third part or where the evaluation is court ordered. Your provider will inform you in advance if this is the case.
- Serious Threat to Health or Safety- Your provider may disclose your confidential information to protect you or others from a serious threat of harm by you.
- Worker's Compensation- If you file a worker's compensation claim, your provider may disclose any information including subsequent prognosis reports, records, bills, and other information concerning mental health care services to the North Dakota Worker's Compensation Bureau.

4. Patient's Rights and Provider 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, your provider is not required to agree to a restriction you request.
 - Right to Receive Confidential Communication by Alternative Means and at Alternative Locations- You have the right to request and receive confidential communication s of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a psychologist. Upon your request, your provider will send your bills to another address).
 - Right to Inspect and Copy- You have the right to inspect or obtain a copy of PHI in the 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, the provider will discuss with you the details of the request process.
 - Rights to an Accounting- You generally have the right to receive an accounting of disclosure of PHI for which you have neither provided consent nor authorization (as described in section 3 of this Notice). On your request, your provider will discuss with you the details of the accounting process.
 - Right to Paper Copy- You have the right to obtain a paper copy of the notice from your provider upon request, even if you have agreed to receive the notice electronically.
- Provider's Duties
 - Your provider is required by law to maintain the privacy of PHI and to provide you with a notice of the provider's legal duties and privacy practices with respect to PGHI.
 - Your provider reserves the right to change the privacy policies and practices described in this notice. Unless notified of such changes, your provider is required to abide by the terms currently in effect.

- If your provider revises policies and procedures, you will be informed at your next scheduled appointment.

5. Questions and Complaints

If you have questions about this notice, disagree with a decision your provider makes about access to your records, or have other concerns about privacy rights, you may contact Priscilla Marto at 701-746-8376.

If you believe your privacy rights have been violated and wish to file a complaint with your provider, you may send your written complaint to Priscilla Marto at 2808 17th Ave South, Grand Forks, ND 58201.

You may also send a written complaint to the Secretary of the US Department of Health and Human Services. The person listed above can provide you with the appropriate address upon your request.

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

6. Effective Date, Restrictions, and Changes to Privacy Policy

Lipp, Carlson, Witucki and Associates, LTD, reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that your provider maintains. Your provider will provide you with a revised notice at the time of your first scheduled appointment after the change is made, and ask you to read and sign the new acknowledgement form.