



This document includes:

1. Pages 1 thru 4: CNS Outpatient Services Agreement – Neuropsychological Evaluation
2. Pages 5 thru 8: Notice Of Privacy Policies concerning your Health Information (HIPAA Information)
3. Page 9: Signature Page

This document contains important information about Children's Neuropsychological Services, LLC (CNS, LLC) 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 client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires CNS, LLC to provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that CNS, LLC obtain your signature acknowledging that this information has been provided. Please read these documents carefully. The clinician working with you can discuss any questions you have when you meet. When you sign this document, it will also represent an agreement between you and CNS, LLC. You may revoke this Agreement in writing at any time. That revocation will be binding on the clinician working with you unless he/she have taken action in reliance on it; if there are obligations imposed on the clinician working with you 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.

CNS OUTPATIENT SERVICES AGREEMENT – NEUROPSYCHOLOGICAL EVALUATION

SERVICES/PROFESSIONAL FEES

CNS, LLC is comprised of clinical psychologists who specialize in conducting comprehensive pediatric neuropsychological evaluation. The evaluation process includes a review of available records and completed questionnaires, clinical interview, review of neurobehavioral systems through standardized testing and behavioral observation, scoring and analysis of test findings, informing conference, and written report. A school observation is not included as part of the neuropsychological evaluation. The clinician working with you will request your written permission to obtain information from current teachers, therapists, and/or other relevant professionals who may facilitate his/her efforts to understand your child's developmental progression and presentation. CNS, LLC does not currently provide individual, couple, or family therapy.

CNS, LLC bills for the time to complete a comprehensive evaluation. This includes not only direct client contact time but also time spent reviewing prior records, administering and scoring standardized measures and tests, obtaining information about your child from you and other professionals, formulating a comprehensive summary, conducting an informing conference, preparing the report, and communicating findings to the primary care physician. Again, a school observation is not included as part of the neuropsychological evaluation. In most cases, the total time for a clinician to complete an assessment ranges from 14-20 hours.

If you become involved in legal proceedings that require the participation of one or more of our clinicians, you will be expected to pay for all professional time, including preparation and transportation costs, even if the clinician is called to testify by another party.

INSURANCE REIMBURSEMENT

Blue Cross Blue Shield. **Several but not all clinicians working at CNS, LLC are contracted providers for Blue Cross Blue Shield.** It is important that you find out exactly what services your insurance policy covers by referring to your coverage booklet and contacting the plan administrator. The clinician working with you will attempt to assist you in receiving the benefits to which you are entitled. **However, you (and not your insurance company) are responsible for the full payment of the above noted fees.**

You should also be aware that most insurance companies require you to authorize the clinician to provide them with a clinical diagnosis. Sometimes the clinician has to provide additional clinical information such as reports, or copies of the entire record (in rare cases). In such situations, the clinician will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, our clinicians have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. Our clinicians will provide you with a copy of any report they submit, if you request it. Although insurance companies try to maintain confidentiality, the clinician working with you has no control over insurance company policies or procedures. The clinician working with you will provide you with a copy of any report he/she submits, if you request it. **By signing this Agreement, you agree that the clinician working with you at CNS, LLC can provide requested information to your insurance carrier.**

OVERDUE PAYMENT POLICY

If your account has not been paid for more than 60 days after the informing conference and arrangements for payment have not been agreed upon, Children's Neuropsychological Services, LLC has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require the practice to disclose otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, address, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

CANCELLATION POLICY

If you need to cancel an appointment, please give at least 48 hours notice by leaving a message. In the event that you do not cancel 48 hours in advance of a scheduled appointment, you will be charged a \$250 late cancellation fee unless it is determined that you were unable to attend due to circumstances beyond your control. If it is possible, your appointment will be rescheduled.

PROFESSIONAL RECORDS

The laws and standards of clinical psychology require that CNS, LLC keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your records if you request it in writing, unless the clinician working with you believes that access would endanger you. In those situations, you have a right to a summary and to have your record sent to another mental health provider or your attorney. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, CNS, LLC recommends that you initially review them in the presence of the clinician working with you. In most situations, CNS, LLC is allowed to charge a copying fee of \$0.50 per page (and for certain other expenses). If the clinician refuses your request for access to your records, you have a right of review, which the clinician will discuss with you upon request. In most cases, parents of minor children (under 18 years) have the legal right to examine records unless the clinician believes this review would be harmful to the client. In cases of divorce, both parents have equal access to their child's records, even if one parent has sole custody.

CONFIDENTIALITY

CNS, LLC is dedicated to preserving the confidentiality and privacy of all our clients. The law protects the privacy of all communications between a client and a psychologist. In most situations, the clinician working with you 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:

- The clinician working with you may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the clinician makes every effort to avoid revealing the identity of his/her client. The other professionals are also legally bound to keep the information confidential. If you don't object, the clinician will not tell you about these consultations unless he/she feel that it is important to your work together. The clinician will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where the clinician working with you is 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-client privilege law. The clinician 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, the clinician may be required to provide it for them.
- If a client files a complaint or lawsuit against me, the clinician may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, the clinician must, upon appropriate request, provide appropriate information, including a copy of the client's record, to the client's employer, the insurer or the Department of Worker's Compensation.

There are some situations in which the clinician is legally obligated to take actions, which the clinician believes is necessary to attempt to protect others from harm and the clinician may have to reveal some information about a client's treatment. These situations are unusual.

- If the clinician has reasonable cause to believe that a child under age 18 is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect (including malnutrition), the law requires that the clinician file a report with the Department of Social Services. Once such a report is filed, the clinician may be required to provide additional information.
- If the clinician has reason to believe an elderly or handicapped individual is suffering from abuse, the law requires that the clinician report to the Department of Elder Affairs. Once such a report is filed, the clinician may be required to provide additional information.
- If a client communicates an immediate threat of serious physical harm to an identifiable victim or if a client has a history of violence and the apparent intent and ability to carry out the threat, the clinician may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the client.
- If a client threatens to harm himself/herself, the clinician 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, the clinician will make every effort to fully discuss it with you before taking any action and the clinician 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 the clinician is not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Divorce and Privacy Issues for Minor Children: **Both parents will need to give consent for a CNS, LLC clinician to provide services to your child, even if divorced.** As parents, you are the most important persons in your child's life, and it is necessary for you to be active partners in your child's care and treatment. If a clinician is working individually with your child, it will be important to discuss which aspects of his/her communication with your child will remain confidential. However, it may be difficult for a child, particularly an adolescent, to have a productive relationship with a psychologist if he or she feels that what is said in the session will always be shared with his or her parents. At the onset of the session, the clinician and you will develop a plan for how communications will be handled that best meets the particular needs of your child.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that the clinician 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. Please ask the clinician working with you if you would like to discuss these rights further.

CONTACTING CNS, LLC CLINICIANS

You can leave a confidential voicemail message for any of our clinicians at (978) 749-2700. The clinician working with you will make every effort to return your call within 24-48 hours. If you are unable to reach the clinician working with you 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. If the clinician is away for an extended period of time, it will be indicated on the outgoing voicemail message.

FEEDBACK TO CNS, LLC

CNS, LLC is committed to providing the highest quality of care. Our clinicians appreciate any feedback you have in order to improve the services that our practice provides. Toward this end, please ask questions and/or provide the clinician working with you with feedback at any time during this process.

**NOTICE OF PRIVACY POLICIES - TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION
HIPAA INFORMATION - REVISED 9/9/2013**
**This notice describes how psychological and medical information about you may be used and disclosed and
how you can get access to this information.**
Please read it carefully!
Children's Neuropsychological Services LLC is referenced in this document as "CNS".

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

CNS may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your chart that could identify you.
- "Treatment, Payment and Health Care Operations"

Treatment is when CNS provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when CNS consults with another health care provider, such as your PCP or another therapist.

Payment is when CNS obtains reimbursement for your healthcare. Examples of payment are when CNS 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 CNS. Examples of health care operations are quality assessment and improvement activities, business-related matters, such as audits and administrative services, and case management and case coordination.

Use applies to activities within CNS, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

Disclosure applies to activities outside of CNS, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

CNS 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 CNS is asked for information for purposes outside of treatment, payment and health care operations, CNS will obtain an authorization from you before releasing this information. CNS will also need to obtain an authorization before releasing your psychotherapy notes. "Psychotherapy notes" are notes CNS has made about conversation during a private, group, joint, or family counseling session, which CNS has kept separate from the rest of your chart. These notes are given a greater degree of protection than PHI. **It is CNS's policy not to keep separate psychotherapy notes. All documentation we keep is a part of your clinical chart.**

CNS will also obtain an authorization from you before using or disclosing PHI in a way that has not been described in this notice.

CNS will not use your PHI for marketing or sales purposes under any conditions.

III. Uses and Disclosures with Neither Consent nor Authorization

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

- **Child Abuse:** If CNS, in professional capacity, have reasonable cause to believe that a minor child is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk or harm to the child's health or welfare (including sexual abuse), or from neglect, including

malnutrition, CNS must immediately report such a condition to the Massachusetts Department of Children and Families.

- **Adult and Domestic Abuse:** If CNS has reasonable cause to believe that an elderly person (age 60 or older) is suffering or has died as a result of abuse, CNS must immediately make a report to the Massachusetts Department of Elder Affairs.
- **Health Oversight:** The Board of Registration that applies to a CNS particular license to practice has the power, when necessary, to subpoena relevant records should CNS be the focus of an 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 CNS will not release information without written authorization from you or your legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the court evaluation is court ordered. You will be informed in this case.
- **Serious Threat to Health or Safety:** If you communicate to CNS an explicit threat to kill or inflict serious bodily injury upon an identified person and you have the apparent intent and ability to carry out the threat, CNS must take reasonable precautions. Reasonable precautions may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization. CNS must also do so if CNS knows you to have a history of physical violence and CNS believes there is a clear and present danger that you will attempt to kill or inflict bodily injury upon an identified person. Furthermore, if you present a clear and present danger to yourself and refuse to accept further appropriate treatment and CNS has a reasonable basis to believe that you can be committed to a hospital, CNS must seek said commitment and may contact members of your family or other individuals if it would assist in protecting you.
- **Workers Compensation:** If you file a worker's compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Division or Worker's Compensation.

When the use and disclosure without your consent or authorization is allowed under sections of Section 164.512 of the Privacy Rule and the state's confidentiality law, this includes certain narrowly defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. Patient's Rights and Mental Health Clinician'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, CNS is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and Alternative Locations:** You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing CNS. Upon your request, CNS 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 my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the

record. CNS may deny your access to PHI under certain circumstances, but in some cases, you may have the decision reviewed. On your request, CNS will discuss with you the details of the amendment 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. CNS may deny your request. On your request, CNS 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 (as described in Section III of this Notice). On your request, CNS 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 CNS upon request, even if you have agreed to receive the notice electronically.
- **Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket:** You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket or in full for my services.
- **Right to Be Notified if There is a Breach of Your Unsecured PHI:** You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Mental Health Clinician's Duties:

- CNS is required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- CNS reserves the right to change the privacy policies and practices described in the notice. Unless CNS notifies you of such changes, however, CNS is required to abide by the terms currently in effect. If CNS revises policies and procedures, CNS will notify current clients and post the new policies in the waiting area.

V. Complaints

If you are concerned that CNS has violated your privacy rights, or you disagree with a decision CNS made about access to your records, you may contact our Privacy Officer: Dr. William Mautz at this office. If you are a client of Dr. Mautz you may contact Vernon Hickey this office.. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date and Changes to Privacy Policy

This notice will go into effect September 9th, 2013. CNS reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. CNS will notify current clients of changes in person or by mail and closed client cases can, if interested, call and ask if our policies have changed and obtain a copy by mail or view one in our waiting area.

Please make a copy of this document for your records

Signature required on next page

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CONSENT TO USE AND DISCLOSE YOUR HEALTH INFORMATION SIGNATURE PAGE

This form is an agreement between (Client/Person being evaluated <print name>) _____ and Client's representative (Parent(s), Legal Guardian <print name>) _____ and Children's Neuropsychological Services LLC (CNS). When we use the word "you" below it will mean your child, relative, or other person being provided services by CNS.

When CNS examines, diagnoses, treats, or refers you CNS will be collecting what the law calls Protected Health Information (PHI) about you. CNS needs to use this information here to decide on what treatment is best for you and to provide treatment to you. CNS may also share this information with others who provide treatment to you or need it to arrange payment for your treatment or for other business or government functions.

By signing this form you are agreeing that you have read and understand the CNS Outpatient Services Agreement and the CNS Notice of Privacy Policies and you are agreeing to let CNS use your information here and send it to others in accordance with our written policies. Please make sure you have read and understand our Privacy Policies above before signing this Consent form.

If you do not sign this consent form agreeing to what is in our Notice of Privacy Policies (NPP), CNS cannot treat you.

In the future CNS may change how we use and share your information and so may change our Notice of Privacy Policies. If we do change it, you can get a copy from our website: www.childrensneuropsych.com or by calling us at 978-749-2700, or from our privacy officer, Dr. William Mautz.

If you are concerned about some of your information, you have the right to ask CNS not to use or share some of your information for treatment, payment, or administrative purposes. You will have to tell CNS what you want in writing. Although CNS will try to respect your wishes, we are not required to agree to these limitations. However, if we do agree, CNS promises to comply with your wish.

After you have signed this consent, you have the right to revoke it (by writing a letter telling CNS you no longer consent) and we will comply with your wishes about using or sharing your information from that time on but we may already have used or shared some of your information and cannot change that.

Please make and keep a copy of this agreement for your records.

Signature of client or personal representative

Printed name of client or personal representative

Date of Signature

Date Agreements received by client/representative