**Psychotherapist-Patient Services Agreement**

Welcome to my practice. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. Please read this over and jot down any questions you might have, so that we can discuss this at your next appointment.

HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is contained in this Agreement, explains HIPAA and its application to our personal health information in greater detail. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at this time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

**Psychological Services**

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

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

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health care professional for a second opinion.

**Meetings**

The frequency of our meetings will depend on your treatment goals. Typically, I will usually schedule one approximately 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent.

**Professional Fees**

Session fees vary from about $150 to $200 per hour. In addition to weekly appointments, charges for other professional services you may need are offered, though we will break down the hourly cost if working for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other services you may request. These extra-session fees may not be covered by insurance and are your responsibility. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs. (Because of the complexity of legal involvement, the fee of $200 per hour is required for the preparation, travel and/or attendance related to any legal proceeding.)

**Billing and Payments**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. A $40 fee will be charged for any check returned by our bank as non-collectable.

If your account has not been paid for more than 60 days 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, which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient’s treatment is his/her name, the nature of service provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

**Cancellation/Missed Appointment Policy**

Our time together is valuable and reserved exclusively for you. Once a session is scheduled, you will be expected to pay for it unless you provide 24 hours’ advance notice of cancellation, unless the reason for cancellation was unforeseen, unpredictable and prevented you from keeping your appointment. Note: we do not have a penalty of any sort for appointments cancelled with greater than 24 hours’ notice. I strongly prefer to be informed of the need to cancel prior to our scheduled appointment time. The fee for a Late Cancellation or missed session is $100. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions. If it is possible, I will try to reschedule your appointment and offer your time to another patient. If I have enough notice and availability of other patients to do so, I will waive your fee.

**Insurance Reimbursement**

In order for me 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. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. You will be responsible for co-pays, contract deductible and any amount not paid by your insurance company with the exception of provider contracted reductions.

HOWEVER, you should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you – unless you choose to waive your coverage and pay for session costs yourself. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your Clinical Record, in rare cases. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

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

 You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on personal experience and will be happy to help you in understanding the information you receive from your insurance company.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above unless prohibited by contract.

**Contacting Your Clinician**

Due to appointment work schedules, I am often not immediately available by telephone. If you need to contact me between sessions please leave me a message or send me a text at 773.547.0800. Every effort will be made to return your call within 24 hours, with the exception of weekends and holidays. If an emergency situation arises and you need immediate assistance please contact the DuPage County Crisis Line at 630.627.1700. If you are experiencing a life threatening emergency please call 911 or go to the nearest hospital emergency room for assistance.

**Limits on Confidentiality**

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required:

It may occasionally be helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of a client. The other professional are also legally bound to keep the information confidential. If you don’t object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of your Health Information).

You should be aware that I practice with other mental health professionals and that I often employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All mental health professionals are bound by the same rules of confidentiality, as are all staff members and business associates. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the psychologist-patient privilege law or other applicable statuses. I cannot provide any information without your (or your legal representative’s) written authorization, or a court order. However, 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 information for health oversight activities, I may be required to provide it for them.

 To a coroner or medical examiner, in the performance of that individual’s duties.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

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

If I have reason to believe that a child is a victim of child abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the child protection service. Once such a report is filed, I may be required to provide additional information.

If I have reason to believe that someone is an endangered adult, the law requires that I file a report with the appropriate government agency, usually the adult protective services unit. Once such a report is filed, I may be required to provide additional information.

If a client communicates an actual threat of physical violence against an identifiable victim, or evidences conduct or makes statements indicating imminent danger that the client will use physical violence or other means to cause serious personal injury to others, I may be required to disclose information in order 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 communicates an imminent threat of serious physical harm to him/herself, I may be required to disclose information in order to take protective actions. These actions may include initiating hospitalization or contacting family members or others who can assist in providing protections.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit disclosure to what is necessary.

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

Most uses and disclosures of psychotherapy notes, uses and disclosures of Protected Health Information (PHI) for marketing purposes, and disclosures that constitute a sale of PHI require patient authorization.

Other uses and disclosures not described in the Agreement will be made only with authorization from the individual.

 NOTE: Patients have the right to restrict certain disclosures of PHI to health plans/insurance companies if the patient pays out of pocket in full for the health care service.

Affected patients have the right to be notified following a breach of unsecured protected health information.

**Professional Records**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that that disclosure would physically endanger you and/or others, you may examine and/or receive a copy of your Clinical Record, including your electronic record, if you request it in writing. Patients do not have the right under the Privacy Rule to do the following:

 Inspect or obtain a copy of psychotherapy notes

Inspect information compiled in “reasonable anticipation” of, or for use in, civil, criminal, or administrative action.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in the presence of your clinician, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, it is allowed to charge a nominal copying fee per page and for certain other expenses. If I refuse your request for access to your records, you have a right of review, I will discuss with you upon request.

**Patient Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

**Minors and Parents**

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child’s treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is often my policy to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, I will provide them only with general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child’s treatment when it is complete. Any other communication will require the child’s Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of such a concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

Your signature below indicates that you have read this agreement and agree to abide by its terms during our professional relationship. It also serves as an acknowledgement that you have received the HIPAA notice form described above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Printed Name/Patient Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Guardians Signature (if client is under 18) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Guardian