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NOTICE OF POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Your Health Care Provider's Legal Duty:

Your treatment provider is required by applicable federal and state law to maintain the privacy of your health information. Your treatment provider is also required to give you this Notice about privacy practices that are described in the Notice while it is in effect. This Notice takes effect 4/14/03 and will remain in effect until it is replaced.

Your treatment provider reserves the right to change privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. Your treatment provider reserves the right to make changes in the privacy practices and the new terms of the Notice effective for all health information that he/she maintains, including health information he/she created or received before changes were made. Before your treatment provider makes significant changes in the privacy practices, he/she will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time.

I. Uses and Disclosure for Treatment, Payment, and Health Care Operation

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

- *PHI* refers to information in your health record that could identify you
- *Use* applies only to activities within the office such as sharing, employing, applying, or providing access to information about you to other parties.
- *Disclosure* applies to activities outside of the practice, such as releasing, transferring, or providing access to information about you to other parties.
- *Authorization* is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific legally required form.
- *Treatment, Payment, and Health Care Operations*
 - *Treatment* is when your health care provider provides, coordinates, or manages your health care and other services related to your health care. An example of treatment would be when your provider consults with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when your health care provider obtains reimbursement for your healthcare. An example of payment is when your health care 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 and care coordination.

II. Other Uses and Disclosures Requiring Authorization

Your health care provider may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. In those instances, when your treatment provider is asked for information for purposes outside of treatment, payment, or health care operations, your health care provider will obtain an authorization from you before releasing this information.

You may revoke all such authorizations of PHI at anytime, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your health care provider relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures without Authorization

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

- *Child Abuse*-If your treatment provider has reasonable cause to believe a child known to the treatment provider in that provider's professional capacity may be an abused or neglected child, the provider must report this belief to the proper authorities.
- *Adult and Domestic Abuse*- If your treatment provider has reason to believe that an individual (who is protected by state law) has been abused, neglected, or financially exploited, the provider must report this belief to the appropriate authorities.
- *Health Oversight Activities*- Your health care provider may disclose protected health information regarding you to a health oversight agency for oversight activities unauthorized by law, including licensure or disciplinary actions.
- *Judicial and Administrative Proceedings*- If you are involved in a court proceeding and a request is made for information by any party about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law, and your health care provider must not release such information without a court order. Your health care provider can release the information directly to you on your request. Information about all other psychological services is also privileged and cannot be released without your authorization or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You must be informed in advance if this is the case.
- *Serious Threat to Health or Safety*- If you communicate to your health care provider a specific threat of imminent harm against another individual or if your provider believes that there is a clear, imminent risk of physical or mental injury being inflicted against another individual, your provider may make disclosures that your provider believes are necessary to protect that individual from harm. If your provider believes that you present an imminent, serious risk of physical or mental injury or death to yourself, your provider may make disclosures your provider considers necessary to protect you from harm.
- *Worker's Compensation*- Your health care provider may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. Patient's Rights and Psychologist'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. However, your health care provider is not required to agree to a restriction you request, but if they do, they will abide by your agreement (except in emergency)
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations*- You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. You must make your request in writing. (For example, you may not want a family member to know you are seeing a treatment provider. On 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 (or both) of PHI in your provider's 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, your treatment provider will discuss with you the details of the request for access 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. Your treatment provider may deny your request. On your request, your treatment provider 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. On your request, your treatment provider 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 your provider upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties

- Your treatment provider is required by law to maintain the privacy of PHI and to provide you with a notice of legal duties and privacy practices with respect to PHI.
- Your treatment provider reserves the right to change the privacy policies and practices described in this notice. Unless you are notified of such changes, however your provider is required to abide by the terms currently in effect.
- If your treatment provider revise these policies and procedures you will be notified by mail or handed a revision by your treatment provider.

V. Questions and Complaints

If you have questions about this notice, disagree with a decision your treatment provider makes about access to your records, or have other concerns about your privacy rights, you may speak to your treatment provider and address questions or concerns at hand. You may also send a written complaint to the Secretary of the U.S Department of Health and Human Services. Your provider will provide you with the address to file your complaint with the U.S Department of Health and Human Services, upon request. You have specific rights under the Privacy Rule. Your treatment provider will not retaliate against you for exercising your right to file a complaint.

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OUTPATIENT SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at this meeting and we can review it as needed. When you sign the signature page, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless action has been taken with reliance on it; if there are obligations imposed 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.

This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new 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. HIPAA requires that your health care treatment provider provides 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 attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that your treatment provider obtains your signature acknowledging that you have been provided with this.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient and the particular problems you bring forward. There may be different methods that I may use to deal with the problems that you hope to address. Psychotherapy is not like a 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 be 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 benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubt persists, I will be happy to help set you up with a meeting with another mental health professional for a second opinion.

PSYCHIATRIC SERVICES

When talk therapy is not enough, it may be beneficial to seek a medication evaluation from a psychiatrist for symptom relief. I will be happy to speak with you about a referral to a psychiatrist, if needed. I work closely with other providers (with your permission and appropriate releases signed) to meet your treatment needs.

MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we both can decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree upon, although some sessions may be longer or more frequent. **Once an appointment is scheduled, you will be expected to pay for it unless you provide a 24 hours advance notice of cancellation, unless we both agree that you were unable to attend due to an emergency situation. You may be charged for the missed appointment (please see fees below). Unfortunately, insurance companies do not cover no show/late cancel fees and you will be expected to pay for the fee(s) out of pocket.**

PROFESSIONAL FEES

My initial therapy session fee is \$150.00. My therapeutic hourly fee for individual therapy is \$130.00. Family therapy is \$150.00 per session. Group therapy is \$55.00 per session. In addition to weekly appointments, I charge \$130.00 per hour 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 report writing, telephone conversations last longer than 10 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. If you become involved in legal proceedings that require my participation, you will be expected to pay for the professional time even if I am called to testify by another party. Because of

the difficulty of legal involvement, I charge \$185.00 per hour for preparation and attendance at any legal proceeding. Often times, insurance will not cover these fees and you would be expected to pay for these fees out of pocket.

CONTACTING YOUR PROVIDER

I am often not immediately available by telephone, as I may be with another patient or out of the office. If I am unavailable, please leave a message on my voicemail (773) 983-5672. I will make every effort to return your call on the same day you make it, however there may be circumstances where I am unable to return your call that day, even though I usually returns calls within 24 hours. As you know, voicemails can fail; therefore if you are unable to reach me and feel that you can't wait for me to return your call and it is an emergency, contact your family physician or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. Emergencies may include, but are not limited to, be being harmful to self or others, family or personal crisis, and/or medication reactions to name a few. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary, during my absence. I do not accept text messages from patients. I understand that e-mail may be a convenient way to communicate with each other (such as setting up an appointment), but I cannot guarantee that I can protect your information that you disclose via the internet. Hence, I prefer communication on the phone.

WHO IS THE PATIENT?

At the beginning of treatment, we will identify who is the patient and who is the person receiving treatment. Having other people involved in treatment of a patient is a common occurrence in psychotherapy. For example, a patient's parents may attend a session or two to facilitate the treatment of a son or daughter, or one in which family members may attend session to provide information about a patient. Psychotherapy often times bring others into the treatment room for a variety of good reasons. Prior to the patient agreeing that another person will contribute to his or her treatment, the psychologist must address and obtain agreement to the following:

1. The collateral is NOT the patient and consequently is not the subject of treatment. Therefore, the psychologist's primary duty is to the patient and not the collateral.
2. No record will be maintained separately on the collateral and the information obtained from the collateral will not be entered into the patient's chart. The collateral does not have access to that chart without the written permission of the patient and the parent (if the patient is a minor). If the collateral is a parent, then the access to the records and release of information from the records is regulated by the legal rights of parents have as set forth in state law.
3. There are NO secrets that can be kept from the patient. Because the collateral is not the patient, all information is something to which the patient will have access.
4. The confidentiality of the records is regulated by state law and can only be released if the patient, who is not the collateral, authorizes the psychologist to do so.
5. Consistent with state law, there are circumstances under which the psychologist would be required to report information obtained from the collateral to various state agencies. Examples include mandatory reporting of child or elderly abuse and/or dangerousness to self or others.
6. The collateral is not responsible for paying for the fee for the visit, unless the collateral is financially responsible for the patient, as in the case where the collateral is a parent.

All of the above must be clarified and agreed to prior to the beginning of the session. We will review this as needed and our discussions regarding points 1-7 will be documented in the professional record.

LIMITS ON CONFIDENTIALITY

In general, the law protects the privacy of all communications between a patient and psychologist, and I can release information about our work to others only with your written permission. However, in the following situations, no release of information and/or authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I will make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in the Policies and Practices to protect the privacy of Your Health Information).
- Disclosures 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 to disclose information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot disclose any information without a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to provide defense.
- If you file a worker's compensation claim, and I am rendering treatment or services in accordance with the provisions of Illinois Workers' Compensation law, the treatment or provider must, upon agreement, provide a copy of your record to your employer or his/her appropriate designee.

There are some situations in which I am legally obligated to take actions, which I believe is necessary to attempt to protect others from harm and I may have to reveal some information about your treatment. Such situations are:

- If I have reasonable cause to believe that a child under 18 known to my professional capacity may be an abused child or neglected child, the law requires that I file a report with the local office of the Department of Child and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that I file a report with the agency designated to receive such report by the Department of Aging. Once such a report is filed, I may be required to provide additional information.
- If you have made a specific threat or violence against another or if I believe that you present a clear, imminent risk of serious physical harm to another, 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 your hospitalization.
- If I believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, I may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization, contacting family members and/ or others who can assist in protecting you. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and will limit the 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 and throughout our professional working relationship. The laws governing confidentiality can be quite complex and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I charge a copying fee of \$0.25 per page (and for certain other expenses which will be communicated as needed).

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 your treatment provider 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 of protected health information disclosures are sent; having any complaints that 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, per request.

MINORS AND PARENTS

Patients under 12 years of age and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 12 and 18 cannot examine their child's records unless the child consents and unless I find that there are no compelling reasons for denying the access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, I recommend that patients between 15 and 18 years of age and their parents enter into an agreement that allows parents to access to certain additional treatment information. If everyone agrees, during treatment, I will provide parents with general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless I feels that the child is in danger to his/herself and/or someone else, in which case, I will notify the parents of the concern. Before giving parents any information, I will discuss the matter with the child, if possible, as well as address any objections the child may have.

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, which requires another arrangement. Payment schedules for the 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. If you are unable to pay for services, I will assist you in finding another mental health provider that will work with your financial needs.

If your account has not been paid for more than 60 days and arrangements for payments 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, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company)** are responsible for full payment of 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. I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf. I often place a courtesy call to your insurance company to find out your benefits and coverage. But I cannot guarantee your coverage, even with the benefits that your insurance company quotes me over the phone.

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 authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treating approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide additional services once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that you authorize me to provide them with a clinical diagnosis and/or relevant information regarding the services that have been provided to you. At times, it is required that I provide additional information such as treatment plans or summaries, or copies of your entire 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. On your request, you can be provided with a copy of any treatment report I submit. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows me to provide such information. I can inform you about the information I have obtained about your insurance coverage. We can discuss what you can expect to accomplish with the benefits that are available to you and what will happen if sessions run out, or you feel ready to end your sessions. It is important to remember that you always have the right to pay for services out of pocket to avoid the problems described above.

Your signature on the form I will give you after we discuss this agreement indicates you have read the information in this document and agree to abide by its terms during our professional relationship. I look forward to working with you!