

A PSYCHOLOGICAL SERVICE  
DR. PAMELA REBECK

## PSYCHOTHERAPIST-PATIENT SERVICES & HIPAA AGREEMENT AND INFORMED CONSENT

Welcome! This document (the Agreement) contains important information about my 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. HIPAA requires that I provide you with a Notice of Privacy Practices (this notice) for use and disclosure of PHI for treatment, payment and health care operations. I also have a responsibility to notify you if your information has been breached (similar to what a credit card company has to do if your credit card information has been compromised). The HIPAA Notice, which is included in this Agreement, explains HIPAA and its application to your personal health information in detail. It also informs you about my services. The law requires that I obtain your signature acknowledging that I have provided you with this information at the beginning of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session. We can discuss any questions you have about the procedures at that time. When you sign the back of the intake information form indicating you have read and agree to this HIPAA document, it will also represent an informed consent agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it, or if there are obligations imposed on me 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 psychotherapist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you address, including but not limited to hypnotherapy (which would only be with your knowledge and consent). Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you may 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.

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. You should evaluate this information along with your own opinions. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

## MEETINGS

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. I will usually schedule one 53-minute session per week at a time we agree on, although sometimes sessions may be more or less frequent. Meeting regularly is important, allowing for continuity and greater progress. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, even if that 24 hours falls on a weekend or holiday. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions. If you are late for an appointment, the appointment will end at the usual time.

## PROFESSIONAL FEES

In addition to weekly appointments, I charge the same as my normal hourly fee for other professional services, 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 lasting longer than 5 minutes (there is a \$35 flat fee and also prorated actual time beyond 5 minutes), consulting with other professionals with your permission, 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 all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$450.00 per hour for preparation, transportation and attendance at any legal proceeding. Legal fees are not covered by insurance.

## CONTACTING ME

I am often not immediately available by telephone. While I am usually available between 9 AM and 5 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voicemail. However, voicemail and text occasionally delays sending the message. I will make every effort to return your call within 3 hours and almost always the same day, often including weekends and holidays. If I don't return the message within that time, feel free to call or text again, because perhaps I did not get the message due to the occasional IT issues. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your physician or the nearest emergency room and ask for the mental health professional on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient 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:

I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my 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").

As required by HIPAA, if I have a formal business associate contract (ie with a billing clearing house), there would be a contract in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. You can ask and see any such contracts if you wish.

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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot disclose any information without a court order or your authorization. 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 to them.

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

If you file a worker's compensation claim, and I rendered treatment or services in accordance with the provisions of Illinois Workers' Compensation law, I must, upon appropriate request, provide a copy of your record to your employer or their appropriate designee.

There are some situations in which I am legally obligated to take actions. These situations are unusual in my practice. If you have made a specific threat of violence against another or if I believe that you present a clear, imminent risk of serious physical harm to another, I am required to disclose information in order to take protective

actions. These actions may include notifying the potential victim, contacting law enforcement, seeking your hospitalization and/or reporting you to the FOID data base.

If I have reasonable cause to believe that a child under 18 known to me in my professional capacity may be an abused or a neglected child, the law requires that I file a report with the local office of the Department of Children 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 reports, ie the Department of Aging or law enforcement. Once such a report is filed, I may be required to provide additional information.

If I believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, I am required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you, reporting you to the DHS/FOID data base and/or calling 911 which may include law enforcement or emergency medical services.

If such a situation arises, I will limit my disclosure to what is necessary.

For security reasons, the office has a video doorbell outside the office and sends alerts to my phone. Images are stored on the cloud for 7-30 days and then they are automatically deleted. They can be downloaded by myself if there is suspicious criminal activity.

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. The addendum describes my responsibility if PHI is hacked, which has never happened in my practice.

## PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing and your signature is witnessed. 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 am allowed to charge a copying fee of \$25 plus \$5.00 per page, and for certain other expenses.

## PATIENT RIGHTS

HIPAA provides you with 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 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 about my privacy policies and procedures. I am happy to discuss any of these rights with you.

#### MINORS & PARENTS

Parents/guardians 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 require that patients between 12 and 18 years of age and their parents enter into an agreement that allows parents 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 minor's authorization, unless I feel that the minor is in danger or is a danger to someone else, in which case, I will notify the parents/guardians and/or law enforcement. Before giving parents any information, I will discuss the matter with the minor, if possible, and do my best to handle any objections he/she may have.

#### BILLING AND PAYMENTS

You are 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.

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 services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim. All unpaid balances over 30 days old will accrue interest at 1½ % per month. This may be turned over to collections and will appear on your credit report if not paid within 30 days. You will also be responsible for the additional charges incurred in the collection and legal process.

#### 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 health

insurance, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with assistance 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 within 60 days of the service date. It is very important that you find out exactly what out-patient (in office) mental health services your insurance policy covers. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you understand the information you receive from your insurance company.

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, Focused Outpatient Management Programs (FOMP) and PPOs often require authorization before they provide reimbursement for mental health services. These plans may limit my services to 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 within the insurance companies perimeters for psychotherapy, sometimes the patient and I feel that he/she needs services not covered by their insurance.

You should also be aware that your contract with your health insurance company requires that you authorize me to provide it with information relevant to the services that I provide to you. 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 am required to provide a clinical diagnosis and dates of treatment. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or in rare cases, copies of your entire clinical record. 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 or cloud. 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 provide you with a copy of any report I submit, if you request it. 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).

I have "opted out" of Medicare, which means that Medicare payments or payment limits do not apply and that claims cannot be submitted to Medicare by either you or I. Of course, it is within your right to obtain mental health services from other providers who have not opted out.

Addendum: The Health Insurance Portability and Accountability Act (HIPAA) Omnibus Final Rule Summary 2013. I am required to provide you this information.

## Privacy and Security Policies and Procedures:

Breach notification requirements - The obligation of providers to notify patients if there is a breach of their Private Health Information (PHI) is expanded and clarified and it is required that I include it with HIPAA. Breaches are now presumed reportable unless, after completing a risk analysis applying four factors, it is determined that there is a low probability of PHI compromise.

Health care providers must consider all of the following four factors:

- . the nature and extent of the PHI involved-issues to be considered include the sensitivity of the information from a financial or clinical perspective and the likelihood the information can be re-identified;
- . the entity who obtained the unauthorized access and whether that entity has an independent obligation to protect the confidentiality of the information;
- . whether the PHI was actually acquired or accessed, determined after conducting a forensic analysis; and
- . the extent to which the risk has been mitigated, such as by obtaining a signed confidentiality agreement from the recipient.

Disclosures to health plans - At the patient's request, health care providers may not disclose information about care the patient has paid for out-of-pocket and not used their health plans, unless for treatment purposes, or in the rare event the disclosure is required by law.

Marketing communications - The new rules further limits the circumstances when physicians or other health care providers may provide marketing communications to their patients in the absence of the patient's written authorization. Generally speaking, the only time a physician may tell a patient about a third-party's product or service without the patient's written authorization is when: 1) the physician receives no compensation for the communication; 2) the communication is face-to-face; 3) the communication involves a drug or biologic the patient is currently being prescribed and the payment is limited to reasonable reimbursement of the costs (no profit); 4) the communication involves general health promotion, rather than the promotion of a specific product or service; or 5) the communication involves government or government-sponsored programs.

Sale of PHI - The new rules clarify that the prohibition on the sale of PHI in the absence of the patient's written authorization extends to licenses or lease agreements, and to the receipt of financial or in-kind benefits. It also includes disclosures in conjunction with research if the remuneration received includes any profit margin. On the other hand, the prohibition on PHI sales does not extend to permitted disclosures for payment or treatment nor to permitted disclosures to patients or their designees in exchange for a reasonable cost-based fee. Of course, Dr Rebeck doesn't sell your PHI and finds the idea of selling PHI abhorrent. but I am required by HIPAA to give you these HIPAA guidelines.

Emailing PHI - Health care professionals must also consider transmission security, and may send PHI in unencrypted emails only if the requesting individual is advised of the risk and still requests that form of transmission. Dr Rebeck does not communicate with patients via email due to privacy concerns and rules. I have

been advised that both your computer and mine would have to have specialty installed encrypted software in order to safely do this.

Charging for copies of e-PHI or PHI - Costs that may be charged to the individual for copies to include labor costs (potentially to include skilled technical labor costs for extracting electronic PHI and supply costs if the patient requests a paper copy, assuming state law does not set a lower reimbursement rate). The rules also clarify that health care professionals may impose a separate charge for creating an affidavit of completeness.

Research authorizations - The new rules permit health care professionals to combine conditioned and unconditioned authorizations for research participation, provided individuals can opt in to the unconditioned research activity. Moreover, these authorizations may encompass future research.

These rules expand the universe of individuals and companies that must be treated as business associates to include Patient Safety Organizations and others involved in patient safety activities, health information organizations like e-prescribing gateways or health information exchanges that transmit and maintain PHI, and personal health record vendors physicians sponsor for their patients. Thus, physicians must review their relationships and determine if they must enter new agreements with these entities or others that create, receive, store, maintain, or transmit PHI on their behalf. Dr Rebeck uses a HIPPA compliant electronic billing service.

Please sign the back of the accompanying patient information intake form indicating that you have read and agree to this contract. Thank you and I look forward to helping you with your concerns.