

PROVIDER-PATIENT AGREEMENT

Welcome to our 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 new 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 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 provided with this Agreement, explains HIPAA and its application to your personal health information in greater detail. **The law requires that we obtain your signature acknowledging that we have provided you with this information. 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. 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 Michael J. Athans, Ph.D. and Associates, Ltd. 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 psychologist and patient, and the particular problems you are experiencing. There are many different methods we 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. Voicing opinions, thoughts, and feelings honestly and openly to your therapist, including about the therapeutic process, is an important part of the overall treatment outcome.

Psychotherapy and cognitive/behavioral therapies can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings, as well as experiencing many positive benefits.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your psychologist will be able to offer you a treatment plan pertaining to the problems you discussed. If you have any questions about your treatment plan, you should discuss this with your psychologist. In order to get the most benefit from your treatment, we ask that you make the commitment in time and payment (outside of insurance). Missed and cancelled appointments will not allow you and the therapist to continue the progress you are asking for.

MEETINGS

Sessions may vary in duration from 45 to 55 minutes in duration, partly determined by your insurance company's requirements. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation during regular business hours Monday to Friday, 9:00 a.m. to 5:00 p.m. You will be charged \$120.00 for a missed appointment.** It is important to note that insurance companies do not provide reimbursement for cancelled sessions, therefore you are responsible for the full amount. [initial ____]

Our 45 minute session fee is \$180.00 (\$260.00 for the first diagnostic interview). In addition to scheduled appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than 45 minutes. 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 service you may request of your therapist. We highly discourage you (and may choose to decline) from involving us in any legal proceedings, as it may change the nature of the therapeutic relationship. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if a provider is called to testify by another party. [Because of the difficulty of legal involvement, we charge \$300.00 per hour for preparation and attendance at any legal proceeding.]

Your case will automatically be closed clinically after a failed appointment or if there is no contact with your provider within 30 days, unless otherwise agreed upon. You are still responsible for any unpaid balances due. You are welcome to resume services at a later date by calling the office to schedule a new appointment.

CONTACTING YOUR PSYCHOLOGIST

Due to the nature of our work, we are often not immediately available by telephone. When we are unavailable, the telephone is answered by voice mail. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform your psychologist of some times when you will be available. In an emergency, dial "911" or contact your nearest emergency room. [You may also page the Psychologist on call for the practice for urgent situations at extension 110 in our voice mail.] If your psychologist will be unavailable for an extended time, s/he will provide you with the name of a colleague to contact, if necessary.

Social Media

- In order to maintain your confidentiality and our respective privacy, we do not accept friend or contact requests or interact with current or former clients on social networking sites (Facebook, LinkedIn, etc.).
- We also do not solicit testimonials, ratings, or grades from any websites. Although it is your decision, we encourage you to avoid these forms of communication in order to maintain your privacy. We expect that should you have a grievance of any kind, you would discuss this in your therapy session so that we can address your concerns directly.
- We do not use "texting" as a form of communication.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we 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:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of patients. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together.
- You should be aware that Michael J. Athans, Ph.D. and Associates, Ltd. is a group practice and employs administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. 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.
- We will make every attempt to safeguard your privacy through any electronic communication, such as electronic billing, e-mails, or record storage to the extent that we are able. While you may attempt to forward information to us via e-mail, be advised that e-mail is not a secure form of communication. Please do not use this as a method of communication in a period of crisis or for canceling appointments, as there is no guarantee that e-mails will be read or responded to in the time you expect.
- 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. We cannot disclose any information without your written consent 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 Michael J. Athans, Ph.D. and Associates, Ltd. to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If you file a worker's compensation claim, and we are rendering treatment or services in accordance with the provisions of Illinois Workers' Compensation law, we must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.
- The new Conceal and Carry Act requires clinicians to notify the Department of Human Services (DHS) within 24 hours of knowing a person is determined to be a Clear and Present Danger to themselves or others, or

demonstrates threatening physical or verbal behavior, such as violent, suicidal, or assaultive threats, actions, or other behavior.

- There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.
- If we have reasonable cause to believe that a child under 18 known to us in our professional capacity may be an abused child or a neglected child, the law requires that we file a report with the local office of the Department of Children and Family Services. Once such a report is filed, we may be required to provide additional information.
- If we 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 we file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, we may be required to provide additional information.
- If you have made a specific threat or violence against another or if we believe that you present a clear, imminent risk of serious physical harm to another, we may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization.
- If we believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, we may be 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. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our 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. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we 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, we recommend that you initially review them in your psychologist's presence, or have them forwarded to another mental health professional so you can discuss the contents. Registration, Insurance, this Provider-Patient Agreement, Payment Authorization, Illinois Notice of Disclosure and History forms are considered part of the record. According to the IL Code of Civil Procedure 735 ILCS, we are allowed to charge the following schedule of copying fees for 2017: Actual postage and shipping charges; Handling charge: \$27.33; Copy pages 1-25: \$1.02 each; Copy pages 26-50: \$.68 each; Copy pages 50+ \$.34 each. Electronic format: 50% of copy charges. These fees subject to change by year.

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 we 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the Notice, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS & 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 we 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. Because we believe that parental involvement is often crucial to successful treatment, we will often include the parents or families as part of the treatment. In doing so, we make sure not to violate anything said to us in confidence privately, unless the child is in danger or is a danger to someone else.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. This includes your portion of your insurance coverage, including deductibles, copayments, and co-insurance. This arrangement is part of your contract with your insurance company. *Please be advised that should you choose not to pay your co-payments, deductibles, or co-insurance amounts, we could notify your insurance carrier regarding the non-compliance of your agreement.*

Responsible party balances more than 30 days overdue will result in interest charges of 1.5% per month added to the balance. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient’s treatment is his/her name (along with the responsible party’s name), the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

It is our right to assess a \$15.00 billing charge for all co-pays not paid.
Returned checks (insufficient funds) are charged a \$25.00 service fee.

Divorce. In cases of divorce or separation, the party responsible for the account prior to the divorce or separation remains responsible for the account. In regard to minor children, the parent authorizing the treatment for a child will be responsible for those subsequent charges. If the divorce decree requires the other parent to pay all or part of the treatment costs, it is the authorizing parent’s responsibility to collect from the other parent.

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. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is 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.

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 you begin treatment for mental health services. It is your responsibility to procure the initial authorization. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. Once we have all of the information about your insurance coverage, we will discuss what you can expect to accomplish with the benefits that are available. 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. We will discuss what options are available to meet your needs. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.

You should also be aware that your contract with your health insurance company requires that you authorize us as health care providers to submit information relevant to the services that we provide you. You will be required to sign an authorization form that allows Michael J. Athans, Ph.D. and Associates, Ltd. to provide such information. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or on rare occasions, copies of your Clinical Record. In these situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. Though all insurance companies claim to keep clinical information confidential, Michael J. Athans, Ph.D. and Associates, Ltd. has no control over what they do with it once it is in their hands. We will provide you with a copy of any report we submit, if you request it.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS 4 PAGE AGREEMENT AND AGREE TO ITS TERMS, AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE 2 PAGE HIPAA NOTICE FORM DESCRIBED ABOVE (The Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information is also posted on our website: www.athansandassociates.net).

Patient (Patients 12 years & older must sign)

Date

Witness Signature

Parent/Guardian Signature

Date

Collaterals/ Non-Custodial Parent