

Center For Positive Change, P.C.
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Jon Cole, Ph.D. – 847-529-0558
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Licensed Clinical Psychologists

**Psychotherapy Services Agreement with Jon Cole, Ph.D. or Andrew Hoffman, Psy.D. &
Notice of Policies and Practices to Protect the Privacy of Your Health Information**

Welcome to the Center For Positive Change. This document contains important information about our professional services and business policies. It also contains information about our policies and practices to protect the privacy of your health information. Please read it carefully and discuss any questions you may have with me. When you sign this document, you will be stating that I provided you with this information and it will represent an agreement between us.

Dr. Hoffman / Dr. Cole and I are business partners in our practice Center For Positive Change, P.C. and we work in offices with other independently practicing professionals. While we share office space with them, we are completely independent of the other professionals in providing you with clinical services and we alone are fully responsible for the services we provide.

Psychotherapy Services: Psychotherapy varies depending on the therapist, the client and the client's particular situations and goals. There are many different methods I may use to deal with your particular situations and goals. In order for therapy to have the best outcome you will have to invest energy in the process and work actively on things we talk about both during and between our sessions.

Psychotherapy can have benefits and risks. The risks may include experiencing uncomfortable feelings like sadness, guilt, anger, anxiety or frustration when discussing aspects of your life. Psychotherapy has been shown to have benefits that can include better relationships, solutions to specific problems, increased life satisfaction, improved physical health, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your situation and needs and we will discuss goals you want to work towards. I will offer you some information so that you will have an idea of what our work together will be like if you decide to continue the therapy with me. During this time, we can both decide if I am the best person to provide the services you need. Psychotherapy can involve a significant investment of time, energy and money, so it is important that you select a therapist you are comfortable working with. If at any time you have questions about any aspect of our work together, please discuss them with me. If you decide that you do not want to continue in therapy with me, please tell me if you want me to help you try to find another therapist or other appropriate resources and I will do so.

Sessions and Fee for Late Cancellations and Missed Appointments: I schedule 45-minute sessions with clients usually once per week at a time we agree on. If you arrive late for an appointment, we will only be able to meet for the remaining time of our scheduled 45 minutes. Sometimes I will meet more or less than once per week if that is consistent with a treatment plan we both agree to.

If you ever need to cancel a scheduled therapy session, please do so at least 24 hours in advance. If you do not cancel a scheduled appointment with at least 24 hours notice or if you fail to attend a scheduled session, you will be expected to pay a \$35 fee for that session, unless we both agree that you were unable to attend due to circumstances beyond your control. Insurance companies will not reimburse for canceled or missed appointments so you will be fully responsible for the \$35 fee for such sessions.

Professional Fees: Our fee is \$130 for each 45 minute session and \$175 for each 53-60 minute session. In addition to our regular sessions, we charge \$175 per hour for other professional services you may need, though I will break down the hourly cost into 15-minute increments if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings or consultations with other professionals you have authorized, preparation of records or treatment summaries, and time spent performing any other professional service that you may request. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the complexity and difficulty of legal involvement, we charge \$350 per hour for preparation and attendance at any legal proceeding.

Billing and Payments: You will be expected to pay the full fee, or your full copayment/coinsurance amount if you are using insurance, at the time of each session unless we agree otherwise or unless you have insurance coverage that requires another arrangement. We accept payments by check or cash. Payment schedules for other professional services will be agreed to when they are requested.

If you make a payment by check and your check does not clear due to insufficient funds or any other reason, you will be expected to reimburse us in full for any related bank fees that we are charged as a result.

Insurance or EAP Reimbursement: If you will be using health insurance or Employee Assistance Program (EAP) benefits, it is important for you to find out exactly what it covers for our sessions. I will be happy to try to help you understand the mental health benefit information your insurance company or EAP gives to you or me. Please be aware that any benefit information that you or I receive from your insurance company is always given with a disclaimer from them. They state that the quoted benefits are not a guarantee of payment and that the final determination of coverage will be made only when a claim is submitted. Therefore, it is very important for you to realize that you are fully responsible for the full payment of any service fees that your insurance does not pay for any reason.

In order for me to bill your insurance company or EAP, I will need you to sign an authorization that will allow me to provide them information they require to process claims. This information will include a diagnosis, dates of service and the types of service provided. You have the right to restrict certain disclosures of protected health information to a health plan when you pay out-of-pocket in full for the services.

Some mental health insurance or EAP coverage requires authorization before you begin services and ongoing authorization during our work together. Usually in these cases, the insurance company or EAP will want information from me about your diagnosis and clinical information such as presenting problems, a treatment plan, a treatment summary or other information. Before I give them any information, we can discuss the information they require and I will have you sign an authorization for me to release the information to them.

Any information I give to your insurance company or EAP will become part of their files and may be stored in their computer database. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once they have it. In some cases they may share the information with a national medical information database.

Once we have as much information as we can get about your insurance or EAP coverage, we can discuss the benefits that are available to you, what will happen if they run out before you feel ready to end our sessions, and whether or not you want to use your insurance. Please remember that you always have the option to pay for my services yourself if you do not want to use your insurance for any reason.

Please inform me as soon as possible if your insurance coverage or plan or your EAP coverage will be changing or ending.

Contacting Me: I am often not immediately available by phone because I do not answer the phone when I am in sessions with clients. Calls go to my voicemail when I am unavailable, which I check regularly. I will make every effort to return your call as soon as possible (usually within a few hours and almost always within

24 hours). If you are difficult to reach, please leave times you will be available. If you want me to use discretion when calling you or leaving a message for you, please let me know in advance. At times when I will be unavailable for an extended time, I will provide you with the name of a colleague to contact if necessary.

If you are in an emergency situation, you should either call me and if you get my voicemail, follow the instructions for emergencies, or immediately call 911 or call or go to the nearest hospital emergency room and tell them what is happening. I will get back to you as soon as I possibly can in such situations, but I may not be able to get back to you immediately in all cases. Therefore, if you can't wait for me to return your call because of your situation, or if you do call me and follow my voicemail instructions for emergencies and you do not hear back from me within 5 to 10 minutes, you should immediately call 911 or the nearest emergency room and tell them what is happening.

Professional Records: The laws and standards of my profession require that I keep treatment records. You are entitled to examine and/or receive a copy of your records if you request it in writing unless I believe that seeing them would be emotionally damaging, in which case I will send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to people who are not mental health professionals. Therefore, if you want to see your records, I recommend that you review them with me so we can discuss the contents. We reserve the right to charge you for the costs of copying and sending your records if you request them.

Confidentiality: In general, the law protects the privacy of all communication between a client and a psychologist. I can only release information to others if you sign a written authorization form – this includes information about your treatment, my psychotherapy notes, and any disclosures of your protected health information not described in this notice. You can revoke any such authorizations at any time in writing. However, in the following situations your authorization is not required for me to release information:

- If I believe that a client is in imminent danger of attempting serious physical harm to herself/himself, I have an obligation to intervene, which may include pursuing hospitalization and/or contacting family members, friends or others who can help provide protection. If I believe that a client is likely to attempt serious physical harm to someone else, I have a duty to intervene, which may include contacting the police, warning the intended victim(s) and/or pursuing hospitalization.
- I am required to report any suspected physical or sexual abuse or neglect of a child under 18 to the Illinois Department of Children and Family Services as soon as it comes to my attention. Likewise, I am obligated to report any suspected elder abuse to the appropriate agency if the elderly person is not capable of reporting the abuse herself/himself. Once such reports are made, I may be required to provide additional information.

For the situations described above regarding potential harm to self or others and suspected child or elder abuse or neglect, I will try to discuss it with you whenever possible before I take action and I will limit my disclosure to what is necessary.

- If you become involved in a court proceeding, in most cases you have the right to prevent me from providing any information about your treatment. However in some proceedings such as those involving child custody or those in which your emotional condition is an important issue, a judge may order my testimony with a court order if she/he determines that the issues require it.
- If you file a worker's compensation claim and I am providing treatment in accordance with the Illinois Workers' Compensation law, I must, when appropriately requested, provide a copy of your record to your employer or their appropriate designee.
- I may be required to disclose information to a health oversight agency for oversight activities authorized by law such as licensure or disciplinary actions.

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- I occasionally find it helpful to consult with other professionals about a case. In these consultations I make every effort to avoid revealing the identity of the client and the consultant is legally bound to keep any information discussed 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 record.
- In our practice, I may need to share protected health information with my business partner, Andrew Hoffman, Psy.D. / Jon Cole, Ph.D., for both clinical and administrative purposes, such as billing, scheduling and quality assurance. Dr. Hoffman / Dr. Cole is bound by the same rules of confidentiality as I am.
- Our practice may have some contracts with businesses such as a practice management software company. As required by federal law, we have formal business associate contracts with any such businesses in which they promise to maintain the confidentiality of all data. If you wish, I can provide you with the names of any businesses we contract with and a blank copy of such a contract.

While I am not an attorney, please discuss any questions or concerns you have about confidentiality with me at any time. If you have specific legal questions about the laws regarding confidentiality, the exceptions, and how it may relate to your situation, please seek formal legal advice from an attorney.

Other Client Rights: If you want, I will discuss with you more details about any of the following:

- You have the right to request and receive from me confidential communication of your protected health information (PHI) by alternate means or at alternative locations. For example, you can request that I send any correspondences to an address other than your home address if you don't want a family member to know that you are in therapy with me.
- You have the right to request that I change information in your record. I require such requests in writing along with your reasons for your requested changes. I may deny your request.
- You generally have the right to receive an accounting of any disclosures I have made of your PHI which did not require your authorization. If you want, I will discuss with you more details about this process.
- You have a right to be notified if: (a) there is a use or disclosure of your PHI in violation of the HIPAA Privacy Rule involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.
- If you are concerned that I have violated your privacy rights or you disagree with a decision I made about access to your records, I would like you to inform me as soon as possible so we can try to resolve your concerns. If you prefer to discuss your concerns with someone else, you may contact Carol Cox, Psy.D., Clinical Psychologist, 205 Commerce Drive, Suite C, Grayslake, IL 60030, 847-309-2422.

Conclusion and Signatures: We reserve the right to change our policies, practices and procedures described in this document. We will notify you in writing of any significant changes. By signing below you are indicating that you have received and read the information in this document, you have discussed the contents with me to your satisfaction, and you agree to abide by its terms during the course of our professional relationship. If you would like a copy of this document, please ask me for one.

Client 1 - Print Name	Signature	Date
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Client 2 - Print Name	Signature	Date
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Jon Cole, Ph.D. or Andrew Hoffman, Psy.D. Licensed Clinical Psychologist	Signature	Date
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