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SERVICES CONTRACT

I hope that the following information can answer some of your questions as you seek services. Please let me know if you want clarification on any of the topics discussed in this Services Contract, or if you have any questions that are not addressed here. When you sign to authorize the Services Contract, you are stating that you understand the information and will adhere to the policies described in this Services Contract.

MEDICATION MANAGEMENT SERVICES

For some people psychiatric medications can play a beneficial role in mental health recovery. This process includes an initial evaluation of psychiatric symptoms and treatment goals, medical history, psychosocial stressors, lifestyle choices, substance use, and previous medication trials. The provider will also access history of prescriptions that you have filled from other providers in order to ensure that drug interactions are monitored. By participating in medication management services you are authorizing the provider to obtain external prescription information by any means, including electronic. An electronic prescribing system is used to submit your prescriptions to your pharmacy. If it seems that medications may be of assistance a medication plan will be developed that optimizes benefit while minimizing potential adverse medication effects. The initial psychiatric evaluation visit is 90 minutes and follow up visits are 25 minutes. Visit frequency varies based upon what seems most appropriate for your treatment and care. I use medication monitoring systems, SureScript and the Illinois Prescription Monitoring Program, that allow me to view your recently prescribed medications. This enables me to check medication interactions and more safely prescribe. If you prefer that I not use the SureScript system, you will need to directly inform me.

As with any medication, those medications used for treatment of mental health symptoms carry both the possibility of benefits and the risk of adverse effects. While risks and benefits related to medications will be discussed with you, it is impossible to predict how any individual will react to a particular medication and it is always the patient's decision which, if any, medications they are interested in utilizing. It is also the patient's responsibility to read all information that is provided by the pharmacy related to instructions and medication risks.

If during our work together non-adherence to our mutually developed treatment plan becomes an issue, I will make an effort to discuss this with you to determine the barriers to treatment adherence. At times, treatment non-adherence may necessitate termination of treatment services. I encourage you to discuss any concerns you have about our work together with me directly so that I can address it in a timely manner. Other factors that may result in termination of services include, but are not limited to, violence or threats toward me or others in the office building, or refusal to pay for services after a reasonable time and attempts to resolve the issue. Deciding

when treatment is complete is meant to be a mutual decision, and I will discuss with you how to know when treatment is nearing completion. In the State of Illinois, nurse practitioners are mandated to work with a collaborating/supervising physician with whom I may discuss your care. My collaborating physician is Dr. Cynthia Gordon, a practicing psychiatrist. I may at times also seek consultation with other providers to ensure I am helping you in the most effective manner. I will give information only to the extent necessary, and I make every effort to maintain confidentiality and avoid revealing the identity of patients. The consultant is also under a legal and ethical duty to keep the information confidential.

RATES AND INSURANCE

Treatment is a commitment of time, energy and financial resources. If you have Blue Cross Blue Shield health insurance, it is important for your mental health benefits to be verified so that you understand your coverage prior to your appointment. Some insurance policies require preauthorization before the first appointment or they will not cover the cost of services. Our current fees are as follows:

- Patients with BCBS insurance: the negotiated rate with your insurance carrier.

Private pay fees

- Initial psychiatric evaluation: \$300
- Follow up visits: \$175

Please note that cancellations without 24 hours notice or missed appointments will be subject to full fee charges, which will be your responsibility to pay as insurance companies do not pay charges for late cancellations or missed appointments.

I am happy to assist you by filing claims to Blue Cross Blue Shield on your behalf. However, you, not your insurance company, are responsible for payment of the fee for services. Please note that I do not accept Medicare or Medicaid insurance. If Medicare is primary insurance for you, you will be responsible for services fees and will need to submit your own claims for services for any Medicare reimbursement. Acceptable forms of payment include major credit cards or Zelle, and payment is expected at the time of service. Credit card payments are processed via Ivy Pay, a secure system which will hold your payment information for future visits. The card on file with Ivy Pay will be charged for each visit unless you directly request that another payment method be used. If fees for services are not paid in a reasonable amount of time, and attempts have been made to resolve the financial matter to no avail, a client account may be sent to a collection service. In addition, I do not bill secondary insurance.

I use a billing service, which is HIPAA compliant to protect clients' privacy, to check insurance benefits as a courtesy for our clients. There are times when insurance companies misquote benefits. In the event of a misquote, clients are still responsible for their copay/coinsurance/deductible amount that insurance reports after

claims are submitted. Clients can call their insurance company to check their own benefits as well by calling the number on the back of their insurance card. Most insurance agreements require you to authorize me to provide a clinical diagnosis and sometimes additional clinical information. If you request it, I will provide you with information to send to your insurance company. This information will become part of the insurance company's files. Insurance companies claim to keep information confidential, but you should check with your insurance company directly if you have questions about their confidentiality practices.

AVAILABILITY BETWEEN SESSIONS

If needed, you can leave me a message via 24-hour voicemail at 773-676-0555 or send an email message to ann@annhruby.com. I make every effort to return messages in a timely manner, and at least within 24-48 hours. If you do not hear back from me within this time frame, please contact me again and leave a second message. Any extended leave will be indicated in my email replies. **If you are in an emergency situation and cannot wait for me to return your call, go to the nearest emergency room or call 911. This organization is not a crisis facility nor do I offer a crisis response phone line. Do not contact me in an emergency until you have also sought out emergency assistance as described above, as I may not get the information or respond quickly.**

PROFESSIONAL RECORDS

Both law and the standards of my profession require that I keep appropriate treatment records. If I receive a request for information about you, you must authorize in writing that you agree that the requested information be released.

CONFIDENTIALITY

In general, law protects the confidentiality of all communications between a patient and a mental health provider, and I can only release information to others with your written permission. However, there are a number of exceptions, which are indicated below. More information is provided about this in your HIPAA statement. In judicial proceedings, if a judge orders the records released, I have to release the records. In addition, I am ethically and legally required to take action to protect others from harm even if taking this action means I reveal information about you. For example, if I believe a child, elderly person or disabled person is being abused or neglected, I am mandated to report this to the appropriate state agency. If I believe a client is threatening serious harm to another person or property, I must take protective action (through notifying the potential victim, the police, and/or facilitating hospitalization of a patient). If I believe a client is a serious threat to harming him/herself, I must take protective action (arranging hospitalization, contacting family/significant others for notification, and/or contacting the police). I would make reasonable effort to discuss any need to disclose confidential information about you, and I am happy to answer any questions you have about the exceptions to confidentiality.

Limits of Confidentiality: Like all treatment records, reports and results of psychiatric evaluation and follow up visits are confidential and can be released only with a written consent authorizing such release. However, if a client discloses information related to suspected threats of physical harm of self or others, occurrence of child, elder, or dependent adult abuse, or if commanded by court order, I may be required to disclose such information to the appropriate authorities or parties mandated by law.

COMPLAINTS

If you have a concern or complaint about your treatment or about your billing statement, please talk to me about it. I will take your criticism seriously, openly, and respond respectfully.

QUESTIONS

If during the course of your services you have any questions about the nature of your treatment or about your billing statement, please ask.

YOUR EXPERIENCE IS IMPORTANT

The provider-patient relationship is a very personal and individualized partnership. I want to know what you find helpful and what, if anything, may be getting in the way of progress. I want you to feel free to share with me what I can do to help.

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

What is “Medical Information”?

The term “medical information” is synonymous with the terms “personal health information” and “protected health information” for purposes of this Notice. It essentially means any individually identifiable health information (either directly or indirectly identifiable), whether oral or recorded in any form or medium, that is created or received by a health care provider (me), health plan, or others **and** 2) relates to the past, present, or future physical or mental health or condition of an individual (you); the provision of health care (e.g., mental health) to an individual (you); or the past, present, or future payment for the provision of health care to an individual (you).

I am a mental health care provider. More specifically, **I am a Board Certified Psychiatric and Mental Health Nurse Practitioner**. I create and maintain treatment records that contain individually identifiable health information about you. These records are generally referred to as “medical records” or “mental health records,” and this notice, among other things, concerns the privacy and confidentiality of those records and the information contained therein.

Uses and Disclosures without Your Authorization - For Treatment, Payment, or Health Care Operations

Federal privacy rules (regulations) allow health care providers (me) who have a direct treatment relationship with the patient (you) to use or disclose the patient’s personal health information, without the patient’s written authorization, to carry out the health care provider’s own treatment, payment, or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization.

An example of a use or disclosure for treatment purposes: If I decide to consult with another licensed health care provider about your condition, I would be permitted to use and disclose

your personal health information, which is otherwise confidential, in order to assist me in the diagnosis or treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard, because physicians and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care among health care providers or by a health care provider with a third party, consultations between health care providers, and referrals of a patient for health care from one health care provider to another.

An example of a use or disclosure for payment purposes: If your health plan requests a copy of your health records, or a portion thereof, in order to determine whether or not payment is warranted under the terms of your policy or contract, I am permitted to use and disclose your personal health information.

An example of a use or disclosure for health care operations purposes: If your health plan decides to audit my practice in order to review my competence and my performance, or to detect possible fraud or abuse, your mental health records may be used or disclosed for those purposes.

PLEASE NOTE: I, or someone in my practice acting with my authority, may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. Your prior written authorization is not required for such contact.

Other Uses and Disclosures without Your Authorization

I may be required or permitted to disclose your personal health information (e.g., your mental health records) without your written authorization. The following circumstances are examples of when such disclosures may or will be made:

- 1) If disclosure is compelled by a court pursuant to an order of that court.**
- 2) If disclosure is compelled by a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority.**
- 3) If disclosure is compelled by a party to a proceeding before a court or administrative agency pursuant to a subpoena, subpoena duces tecum (e.g., a**

subpoena for mental health records), notice to appear, or any provision authorizing discovery in a proceeding before a court or administrative agency.

- 4) If disclosure is compelled by a board, commission, or administrative agency pursuant to an investigative subpoena issued pursuant to its lawful authority.**
- 5) If disclosure is compelled by an arbitrator or arbitration panel, when arbitration is lawfully requested by either party, pursuant to a subpoena duces tecum (e.g., a subpoena for mental health records), or any other provision authorizing discovery in a proceeding before an arbitrator or arbitration panel.**
- 6) If disclosure is compelled by a search warrant lawfully issued to a governmental law enforcement agency.**
- 7) If disclosure is compelled by mandated reporting laws for child abuse and/or neglect (for example, if I have a reasonable suspicion of child abuse and/or neglect).**
- 8) If disclosure is compelled by mandated reporting laws for elder/dependent adult abuse and/or neglect (for example, if I have a reasonable suspicion of elder or dependent adult abuse and/or neglect).**
- 9) If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or to the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.**
- 10) If disclosure is compelled or permitted by the fact that you tell me of a serious threat (imminent) of physical violence to be committed by you against a reasonably identifiable victim or victims.**
- 11) If disclosure is compelled or permitted, in the event of your death, to the coroner in order to determine the cause of your death.**
- 12) As indicated above, I am permitted to contact you without your prior authorization to provide appointment reminders or information about alternatives or other health-related benefits and services that may be of interest to you. Be sure**

to let me know where and by what means (e.g., telephone, letter, email, fax) you may be contacted.

13) If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law, including but limited to, audits, criminal or civil investigations, or licensure or disciplinary actions.

14) If disclosure is compelled by the U.S. Secretary of Health and Human Services to investigate or determine my compliance with privacy requirements under the federal regulations (the "Privacy Rule").

15) If disclosure is otherwise specifically required by law.

PLEASE NOTE: The above list is not an exhaustive list, but informs you of most circumstances when disclosures without your written authorization may be made. Other uses and disclosures will generally (but not always) be made only with your written authorization, even though federal privacy regulations or state law may allow additional uses or disclosures without your written authorization. Uses or disclosures made with your written authorization will be limited in scope to the information specified in the authorization form, which must identify the information "in a specific and meaningful fashion." You may revoke your written authorization at any time, provided that the revocation is in writing and except to the extent that I have taken action in reliance on your written authorization. Your right to revoke an authorization is also limited if the authorization was obtained as a condition of obtaining insurance coverage for you. If Illinois law protects your confidentiality or privacy more than the federal "Privacy Rule" does, or if Illinois law gives you greater rights than the federal rule does with respect to access to your records, I will abide by Illinois law. In general, uses or disclosures by me of your personal health information (without your authorization) will be limited to the minimum necessary to accomplish the intended purpose of the use or disclosure. Similarly, when I request your personal health information from another health care provider, health plan or health care clearinghouse, I will make an effort to limit the information requested to the minimum necessary to accomplish the intended purpose of the request. As mentioned above, in the section dealing with uses or disclosures for treatment purposes, the "minimum necessary" standard does not apply to disclosures to or requests by a health care provider for treatment purposes because health care providers need complete access to information in order to provide quality care.

Your Rights Regarding Protected Health Information

- 1) You have the right to request restrictions on certain uses and disclosures of protected health information about you, such as those necessary to carry out treatment, payment, or health care operations. I am not required to agree to your requested restriction. If I do agree, I will maintain a written record of the agreed upon restriction.
- 2) You have the right to receive confidential communications of protected health information from me by alternative means or at alternative locations.
- 3) You have the right to inspect and copy protected health information about you by making a specific request to do so in writing. This right to inspect and copy is not absolute – in other words, I am permitted to deny access for specified reasons. This excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.
- 4) You have the right to amend protected health information in my records by making a request to do so in a writing that provides a reason to support the requested amendment. This right to amend is not absolute – in other words, I am permitted to deny the requested amendment for specified reasons. You also have the right, subject to limitations, to provide me with a written addendum with respect to any item or statement in your records that you believe to be incorrect or incomplete and to have the addendum become a part of your record.
- 5) You have the right to receive an accounting from me of the disclosures of protected health information made by me in the six years prior to the date on which the accounting is requested. As with other rights, this right is not absolute. In other words, I am permitted to deny the request for specified reasons. For instance, I do not have to account for disclosures made in order to carry out my own treatment, payment or health care operations. I also do not have to account for disclosures of protected health information that are made with your written authorization, since you have a right to receive a copy of any such authorization you might sign.

6) You have the right to obtain a paper copy of this notice from me upon request.

PLEASE NOTE: In order to avoid confusion or misunderstanding, I ask that if you wish to exercise any of the rights enumerated above, that you put your request in writing and deliver or send the writing to me. If you wish to learn more detailed information about any of the above rights, or their limitations, please let me know. I am willing to discuss any of these matters with you. As mentioned elsewhere in this document, I am the Privacy Officer of this practice.

My Duties

I am required by law to maintain the privacy and confidentiality of your personal health information. This notice is intended to let you know of my legal duties, your rights, and my privacy practices with respect to such information. I am required to abide by the terms of the notice currently in effect. I reserve the right to change the terms of this notice and/or my privacy practices and to make the changes effective for all protected health information that I maintain, even if it was created or received prior to the effective date of the notice revision. If I make a revision to this notice, I will make the notice available at my office upon request on or after the effective date of the revision and I will post the revised notice in a clear and prominent location.

As the Privacy Officer of this practice, I have a duty to develop, implement and adopt clear privacy policies and procedures for my practice and I have done so. I am the individual who is responsible for assuring that these privacy policies and procedures are followed not only by me, but by any employees that work for me or that may work for me in the future. I have trained or will train any employees that may work for me so that they understand my privacy policies and procedures. In general, patient records, and information about patients, are treated as confidential in my practice and are released to no one without the written authorization of the patient, except as indicated in this notice or except as may be otherwise permitted by law. Patient records are kept secured so that they are not readily available to those who do not need them.

Because I am the Contact Person of this practice, you may complain to me and to the Secretary of the U.S. Department of Health and Human Services if you believe your privacy rights may have been violated either by me or by those who are employed by me. You may file a complaint with me by simply providing me with a writing that specifies the manner in which you believe the violation occurred, the approximate date of such occurrence, and any details that you believe will be helpful to me. My telephone number is 312-517-3909. I will not retaliate against you in any way for filing a complaint with me or with the Secretary. Complaints to the Secretary must be

filed in writing. A complaint to the Secretary can be sent to U.S Department of Health and Human Services.

If you need or desire further information related to this Notice or its contents, or if you have any questions about this Notice or its contents, please feel free to contact me. As the Contact Person for this practice, I will do my best to answer your questions and to provide you with additional information.

This notice first became effective on March 1, 2018.

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

YOUR RIGHTS	YOUR CHOICES	OUR USES AND DISCLOSURES
<p>You have the right to:</p> <ul style="list-style-type: none"> • Get a copy of your paper or electronic medical record • Correct your paper or electronic medical record • Request confidential communication • Ask us to limit the information we share • Get a list of those with whom we've shared your information • Get a copy of this privacy notice • Choose someone to act for you • File a complaint if you believe your privacy rights have been violated 	<p>You have some choices in the way that we use and share information as we:</p> <ul style="list-style-type: none"> • Tell family and friends about your condition • Provide disaster relief • Include you in a hospital directory • Provide mental health care • Market our services and sell your information • Raise funds 	<p>We may use and share your information as we:</p> <ul style="list-style-type: none"> • Treat you • Run our organization • Bill for your services • Help with public health and safety issues • Do research • Comply with the law • Respond to organ and tissue donation requests • Work with a medical examiner or funeral director • Address workers' compensation, law enforcement, and other government requests • Respond to lawsuits and legal actions

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests. **Ask us to limit what we use or share.**
- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action. **File a complaint if you feel your rights are violated.**
- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696- 6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of notes

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

• Treat you

We can use your health information and share it with other professionals who are treating you. *Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

• Run our organization

We can use and share your health information to run our practice, improve your care, and contact you when necessary. *Example: We use health information about you to manage your treatment and services.*

• Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities. *Example: We give information about you to your health insurance plan so it will pay for your services.*

How else can we use or share your health information

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request.