

Eleonora Bartoli, Ph.D.
Licensed Psychologist
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215-917-2289

Structure-of-Services Agreement

Client Name: _____ (please print)

Date: _____

Overview of the Agreement: This Structure-of-Services Agreement (the Agreement) is between the above named client and Eleonora Bartoli, Ph.D. regarding our work together in psychotherapy. This Agreement begins on the date the form is signed and should be reviewed carefully.

This document (the Agreement) contains important information about my professional services, business policies, and how we will work together. I am also providing you with 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 (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is available for your review on my website, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. 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 these documents, it will also represent an Agreement between us.

Nature of Working Relationship: In my practice, I work with clients seeking psychotherapy services for personal issues. The purpose of our work is to help facilitate the achievement of your individual psychotherapy goals. We will work together to understand your strengths and assist you in moving forward. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Thus, it is important for you to be honest in exploring what keeps you from making progress as well as what supports you in meeting your goals. Some clients need only a few sessions to meet their specific goals, while others continue services for an extended period to explore and create ongoing change in their lives. We will work together to determine the kind and amount of services that best meet your needs.

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. A treatment plan will follow if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Initial: _____

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Scope and Limitations of Confidentiality: I highly value the confidentiality of information that you share with me, and I will make every effort to ensure that information about your case remains confidential. Please note, however, that there are legal and ethical exceptions to your right to confidentiality. If you have any questions about these limitations, you are welcome to ask me about them at any point during treatment. I will attempt to inform you in those rare cases that I would have to break confidentiality for the following reasons:

1. If I believe you are in imminent danger of harming yourself or that you are incapable of caring for yourself, I legally may break confidentiality. First, I will attempt to contact you and work with you to explore other options before needing to break confidentiality. If at that point you are unwilling to take steps to guarantee your safety, I will contact the police to ensure your safety and protection.
2. If I have good reason to believe that you present a specific and immediate threat of serious bodily injury to a specifically identified or a reasonably identifiable person or group of people, and you are likely to carry out the threat or intent, I am required to take protective actions, such as warning the potential victim(s), contacting the police, or initiating proceedings for hospitalization. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.
3. If I have good reason to believe you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else doing so, I am obligated to inform Child Protective Services within 48 hours and Adult Protective Services immediately.
4. If you tell me of the behavior of another named health or mental health care provider who has either engaged in sexual contact with a client, including yourself, or is impaired in practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to her/his licensing board in the state in which he/she is licensed. I will try to inform you before taking this step. If you are my client and are seeing me because you are an impaired health or mental health care provider, however, your confidentiality remains protected from reporting under the law.
5. If I am ordered by a court to release your records, which sometimes happens when clients are plaintiffs in lawsuits in which psychological records are subpoenaed as part of that process, then I have no legal choice but to release your record to the court.
6. As part of the treatment process and to ensure that you are getting the best care that I can provide, I may discuss your case with my peer consultation group, but your name and other identifying information will be kept confidential in those discussions.
7. In the event that I die or become incapacitated, I have made arrangements for a colleague to review my records and ensure that clients I am working with receive notification and continued care.

Although not a legal exception to your confidentiality, I follow these same policies when working with couples in couples therapy. If you and/or your partner decide to have individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy and can be discussed in our joint sessions. Please do not tell me anything you wish kept confidential from your partner as this would be counterproductive. Please see my **HIPAA Notice of Privacy Practices Statement** for more specific information about your privacy under the HIPAA law.

Scheduling: My practice is small and I only meet with clients on Mondays and Tuesdays. Appointments are generally scheduled on a weekly basis and at a regular time established by you and me. This agreement is determined at our first appointment. All scheduling changes must be made via telephone **at least 24 hours in advance of the session.**

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Session Structure: Psychotherapy sessions are 50 minutes in length (55 minutes if you have Medicare). In order for the sessions to be of optimal benefit to you, it is important that you arrive on time. If you are late for the session, we will still end on time so as not to run over into the next person's session time.

Cancellation / No Show Policy: Please contact me by telephone as soon as possible and no later than 24 hours in advance to cancel or reschedule your appointment. If you cancel an appointment with shorter notice, it is not possible to schedule someone else for the time reserved for you. Therefore, if you cancel for an appointment with less than 24 hours advance notice, or if you no show, you will be required to pay your full fee for the session. Please note that insurance companies do not reimburse for missed appointments.

Telephone Calls between Sessions: If needed or agreed upon, I am available for brief (less than 10min) telephone calls between sessions during the normal business hours of 9am–5pm, Mon-Fri. Routinely, I return phone calls within 48 hours. If you need to speak with me, please state on the voicemail how late I can call you back. If you are experiencing an emergency that may not safely wait 48 hours, outside of regular office hours (after 5pm weekdays, or on weekends), or while I am away, and you believe you cannot keep yourself safe or are in danger of hurting another person, call 911, call the National Suicide Prevention Lifeline (800-273-TALK), or go to the nearest hospital emergency room immediately for assistance.

Texts Messages between Sessions: You may reach me via texts between sessions ONLY to communicate (re)scheduling needs or concerns. Routinely, I return texts within 48 hours. Text messages are NOT to be used to communicate in regard to ANY type of crisis or emergency, and are not a substitute for psychotherapy services.

Correspondence by Email: Email is available ONLY for initial contact (before the first meeting) and for you to receive treatment documents (e.g., Structure of Service Agreement, worksheets for assignments). Email is not a substitute for psychotherapy services nor should be used for (re)scheduling or to share other concerns; please call or text me to communicate any (re)scheduling needs. Email messages are NOT to be used to communicate in regard to ANY type of crisis or emergency. Please note that you are protected under the provisions of the federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (e.g., Structure of Service Agreement, worksheets for assignments), it will be done from a private network with the goal of maintaining confidentiality. I also use firewall and antivirus software, which scans my computer and updates regularly, and all my psychotherapy practice contents are password protected. It is important to note, however, that it is impossible to ensure complete confidentiality due to the nature of electronic communication and data retrieval. For example, emails potentially are retained in the logs of our internet service providers (ISP). While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the ISP system administrators.

Payment and Fees: My fee is \$200 per session, with an increase of \$5 expected each January 1. Please note that if you have Medicare, I will charge current Medicare rates; however, you will not be able to submit the expense to Medicare for reimbursement as I am not a Medicare provider. This means that you should notify me as soon as possible if you enroll in Medicare while in treatment. If you have been referred to me by the Open Path Psychotherapy Collective or The Philadelphia Therapy Center, the fee will be established on a case-by-case basis prior to the first session.

Payment is to be made prior to or at the beginning of each session. I only accept credit cards (a \$5 processing fee is added to credit card charges if you are not paying the full fee, except if you have Medicare) via IvyPay, a HIPPA-secure payment method. If, for some reason, funds are not available for you to pay the fee in a particular week, you may pay at your next scheduled session. However, if by the second session after initial nonpayment you cannot pay your fees, it may be necessary to renegotiate our agreement to work together, including the possibility of discontinuing treatment due to non-payment of fees.

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If your account has not been paid for more than 30 days and you have not agreed on arrangements for payment, I may exercise 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 would release regarding a client's treatment is his/her name, the nature of services provided, the dates of service, and the amount due. If such legal action is necessary, its costs will be included in the claim.

In addition to weekly appointments, I charge \$150 per hour for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. 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 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, transportation costs, and testimony time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding.

Invoices/Receipts: Upon request I will provide invoices/receipts at the first session of each month for the previous month's payments. However, I am willing to send your invoice/receipt via email attachment at the end of each month if you request it in writing. Remember that it is impossible to ensure complete confidentiality of email due to the nature of electronic communication and data retrieval.

Insurance Reimbursement: All professional services rendered by me are charged directly to you. This means that you are personally responsible for the payment of your therapy fee. I do not accept payment directly from insurance companies for your psychotherapy sessions; however, you are encouraged to contact your health insurance provider/company to inquire about reimbursement for an "out of network psychologist who is licensed in the state of Pennsylvania." Please remember that you are responsible for full payment at the time of the session. Consequently, it is important that you find out specifically what out-of-network mental health services are reimbursed by your insurance policy and if there are any limitations on the number of sessions for which your insurance provider/company will pay.

As stated in the section regarding your Protected Healthcare Information (PHI), insurance companies require some information about your services, such as date of service, type of service (individual, group, couple), and a clinical diagnosis, before they will cover your services. Therefore, if you ask for an invoice to submit to your insurance company, the invoice will include date, type of service, and diagnosis with code. Please note that a missed session cannot be billed to an insurance company/provider.

At times, insurance companies may ask for additional documentation to justify continuation of your reimbursement for services. If I am asked to do that, I will need your written permission to do so. At your request, I will provide you with copies of any materials or correspondence that I send to your insurer. I charge \$150 per hour (prorated for actual time spent) for case summary reports. By signing this Agreement, you agree that I can provide requested information to your carrier.

Coverage While Away from the Office: Several times during the year, I will be away from the office attending professional conferences or on vacation. If I am out of town, I will not be able to return your calls within the usual 48 hour time frame and will return your call when I return to the office. Regardless of whether I am in or out of town, if you have a clinical emergency, are unable to reach me by telephone, and you believe that you cannot keep yourself safe or you are in danger of hurting another person, call 911, call the National Suicide Prevention Lifeline (800-273-TALK), or go immediately to the nearest hospital emergency room for assistance.

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Service Termination Policy: If you decide to end our work together, please notify me at least two sessions prior to our final session to allow us to bring closure to our work. In the event of fees owed at the time of termination, full payment is due prior to the final session. I also retain the right to terminate our work together based on my clinical judgment; I will give reasonable notice and will provide you with referrals, if appropriate.

Practice Affiliation: Although I may share office space with other practitioners and collaborate and consult with other professionals, my practice is not affiliated with them.

Telepsychology: If we meet via video-conferencing, the following are important additional considerations:

1. There are potential benefits (e.g., convenience, accessibility) and risks (e.g., limits to patient confidentiality, miscommunications due to technical interference) of video-conferencing that differ from in-person sessions.
2. Confidentiality still applies for telepsychology services, and nobody will record the session without the permission from the others person(s).
3. It is important to use a secure internet connection rather than public/free Wi-Fi.
4. It is important to be in a quiet, private, and intentional space that is free of distractions during the session.
5. Both quality of presence and clarity of boundaries are essential for the effectiveness of our work together. Telepsychology requires that we are both responsible for ensuring a professional context for each session, thereby assuming postures and decorum as if we were meeting in an office.
6. We agree to use the video-conferencing platform selected for our virtual sessions, and I will explain how to use it.
7. You need to use a webcam or smartphone during the session.
8. We agree to use a phone number as a back-up plan to reach each other to restart the session or to reschedule it, in the event of technical problems. Unless otherwise requested, I will use the phone number you indicated on the Client Information Form.
9. If you plan to seek reimbursement through “out of network” insurance benefits, you should confirm with your insurance company that the video sessions will be reimbursed; if they are not reimbursed, you are still responsible for the full payment.
10. As your psychologist, I may determine that due to certain circumstances, telepsychology is no longer appropriate and we will meet in-person or I will provide you with referrals, as needed and feasible.

I look forward to our work together!

CLIENT AGREEMENT TO THE STRUCTURE-OF-SERVICES OF ELEONORA BARTOLI, Ph.D.

Your signature below indicates that you have read this Agreement and agree to its terms:

Name of Client _____ Signature of Client _____

Date _____

CLIENT ACKNOWLEDGEMENT OF RECEIPT OF HIPAA NOTICE OF PRIVACY PRACTICES

Pursuant to HIPAA, I am obligated to request that you (my client) sign an acknowledgement that you have received and reviewed my Notice of Privacy Practices to protect the privacy of your Personal Health Information. If you would like a copy of this Notice, please request this from me.

Name of Client _____ Signature of Client _____

Date _____

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