Centers for Family Change SERVICE AGREEMENT

This document details the **Centers for Family Change's** policies for the provision of therapy services and issues related to the provision of therapy services. Listed below are the key areas covered in this agreement. This agreement also summarizes information about the Health Insurance Portability and Accountability Act (HIPAA). More detailed information about HIPAA is included in our **Notice of Privacy Practices**. Although these documents are long, and at times complex, it is important that you read them carefully. Remember, by signing the **Centers for Family Change Consent Form** you are agreeing to adhere to the policies and procedures outlined in this agreement.

Contents: Centers for Family Change's Professional Services and Business Policies

- Key Points about the Therapy Process p. 2-4
- Contacting Your Centers for Family Change Therapist p. 4-6
- Our Services and Charges p. 6-8
- Insurance Reimbursement and Managed Care p. 8-9
- Billing Questions p. 9-10
- Limits on Confidentiality p. 10-11
- Professional Records p. 11-12
- Minors and Parents p. 12-13
- Patient Rights (HIPAA summary) p. 13
- Teletherapy p. 13
- Appendixes p. 14-20

Please note that Federal law requires that we obtain your signature acknowledging that we have provided you with a **Notice of Privacy Practices** which details the use and disclosure of PHI (Protected Health Information - information in your treatment record that could identify you) for treatment, payment and healthcare operations. We also require that you read and sign the **Centers for Family Change Consent Form** prior to starting therapy. By signing the **Consent Form**, you are agreeing to pursue services from the **Centers for Family Change** and to adhere to our policies (as described in this Agreement, as well as in our Financial Policy and Communication Policy). You may revoke your consent, in writing at any time. That revocation will be binding on

You may revoke your consent, in writing at any time. That revocation will be binding on your therapist and the **Centers for Family Change** unless: actions have been taken in reliance on it; if there are obligations imposed on **Centers for Family Change** by your

health insurer in order to process or substantiate claims made under your policy; and/or you have not satisfied any financial obligations you have incurred. Revocation will result in your therapist ending your therapy with the Centers for Family Change as we cannot provide you with services if you do not consent to our policies and procedures.

Appendixes to this agreement contain additional information about our services. (Appendixes are attached).

Key Points About the Therapy Process

- 1. Therapy is an interactive process
 - You need to take an active role in the process.
 - You need to set goals and identify obstacles to goals.
 - You need to raise any questions or concerns you have with your therapist.
- 2. Confidentiality and openness in therapy
 - You need to be open and share all your concerns.
 - While therapy records are confidential, there are rare occasions when your therapist is legally bound to reveal confidential information (see section on limits of confidentiality).
- 3. Your relationship with your therapist
 - A good relationship with your therapist is important.
 - Please raise any concerns you have directly with your therapist.
 - If you want to talk to someone else about your therapy or want to change therapists please contact:

Peter Perrotta, Ph.D., at 630-586-0900 ext 10. Charlene Wojnowski-Sparacio, Ph.D., LCSW, 630-586-0900 ext 13. (Dr. Perrotta manages the practice while Dr. Wojnowski-Sparacio is a senior therapist in the practice.)

- 4. Understanding your therapist's approach to/model of therapy
 - There are many reputable therapeutic approaches and models.
 - Experienced clinicians may approach the same problems in different ways.
 - If you have any questions about your therapist's approach please raise these with your therapist. Your therapist will be able to explain why s/he is utilizing a given approach and how it can be helpful to you.

5. Informed Consent: The Benefits and Risks of Therapy

By signing this agreement, you are consenting to participate in therapy, with its attendant risks and rewards. Research has consistently shown therapy to be helpful for a wide range of problems. However, it is important to note that there are no guarantees that therapy will be helpful for everyone, or for all problems. It is also important to note that there are risks associated with therapy.

- Therapy may stir up painful memories and feelings.
- Therapy may require you to address uncomfortable issues and choices.
- Marital/couples therapy may bring tensions and conflicts into the open.
- Family therapy may initially result in more arguments and conflicts.

Therefore, please keep in mind that therapy, while often helpful, is not without risk and discomfort. However, your therapist can help you with these issues. If you experience any of these problems please bring them up with your therapist.

6. Your Relationship with your therapist

Your relationship with the therapist is a professional and therapeutic relationship. In order to preserve this relationship, it is imperative that the therapist not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. Your therapist cares about helping you but is not in a position to be your friend or have a social or personal relationship with you.

- If you encounter your therapist in a public place or social situation your therapist will not greet you, but will respond to your greetings by saying hello.
- It is our policy to not discuss any therapeutic concerns in any settings outside our office. Therefore, your therapist will not engage in any conversation with you other than to respond to your greeting and make a polite social comment appropriate to the setting, e.g., have a nice day.
- Social Media. Your therapist will not communicate with you or respond to inquiries through social media such as Facebook (see Appendix E for our Social Media and Internet Communication Policy).

7. Insuring a good fit between you and your therapist

Centers for Family Change therapists have a broad range of experience and expertise. However, there are areas or problems that fall outside our expertise. In addition, our philosophy and approach to therapy may not be the best fit for everyone. When you meet with your therapist it may turn out that you or the therapist may conclude that you are not well matched. Therefore, you may request another referral or your therapist may offer you other referrals. Our goal is to help you find a therapist who is a good fit for you.

8. Ending therapy

In most instances clients and therapists agree on when to end therapy (ideally when both agree that the goals of therapy have been reached). As a client, you always have the right to end therapy, if you believe it is not helping you. However, we would encourage you to discuss your concerns with your therapist rather than just ending therapy.

It is also important for you to understand that your therapist has the right to end your therapy if your therapist determines that you are not deriving any benefit from therapy, are using therapy inappropriately (e.g., to meet a court requirement, avoid termination from work, or the like), or have behaved in ways that your therapist believes prevent therapy from benefiting you (repeatedly miss or cancel appointments, fail to pay your portion of the cost of therapy services, attend sessions when intoxicated, or do not follow therapist recommendations). In these instances, your therapist will discuss their concerns with you, and if these concerns cannot be resolved, your therapist will end your therapy and direct you to appropriate alternative services.

Once you have ended therapy at the Centers for Family Change it is important that you recognize that the Centers for Family Change no longer assumes any responsibility for you, and your needs for therapy services. We can only be responsible for those individuals who are in active treatment with a Centers for Family Change therapist.

9. Beginning therapy and becoming a client of the Centers for Family Change

It is important to remember that you do not become a client at the Centers for Family Change until you have started therapy (began your first therapy session with your Centers for Family Change therapist). Scheduling an appointment and/or completing our paperwork in and off itself does not make one a client of the Centers for Family Change.

Contacting Your Centers for Family Change Therapist

The Centers for Family Change uses a voicemail paging system for all incoming calls. To reach all Centers for Family Change therapists call the practice's main number: **630-586-0900**. Please leave a message in **your therapist's voicemail box**.

Consent to contact you by phone and Mail

By signing this agreement, **you are consenting** to allow the Centers for Family Change to contact you at home, work, and by cell phone and send correspondence to your home. If you do not want to be contacted at home or work, or by mail you need to provide us with written notice specifying where & how you do not want to be contacted, and clearly indicating where & how we have your permission to contact you.

If you are not available when your therapist calls you at work your therapist will leave a message identifying themselves by name only (unless leaving a message on your confidential voicemail, or if instructed otherwise).

If you are not available when your therapist calls your home or cell phone your therapist will leave a message and identify where s/he is calling from (if asked). If you do not want us to leave a message or identify ourselves **leave this instruction each time you call**.

Emailing your Centers for Family Change therapist: limitations!

The Centers for Family Change utilizes an encrypted HIPAA compliant email system. Therefore, when you receive an email from the Centers for Family Change you will need to verify that you are the correct recipient of the email before you can open the email. However, even with an encrypted system the Centers for Family Change cannot guarantee that email will be 100% confidential. Please keep this in mind if you choose to use email and remember that email creates a permanent record of a communication.

The Centers for Family Change therapists will **only use email for scheduling and non-clinical questions**, e.g., billing questions. Moreover, many Centers for Family Change therapists only check their email every other day. Please discuss with your therapist whether your therapist uses email to communicate with clients as this is an individual decision of each Centers for Family Change therapist. Not every Centers therapist uses email.

In an Emergency

In a true emergency situation call 911 or go to the nearest emergency room. If you believe that it is appropriate to talk to a clinician please leave a message in the Emergency voicemail box. Call: 630 586-0900, ext.5.

All emergency messages should be returned by our On-Call therapist. Please note that there are times, due to factors beyond our control, where the On-Call therapist may not receive your message, e.g., voicemail malfunction. If you cannot wait for a return call please call 911, contact your family physician or go to the nearest emergency room. The On-Call therapist will inform your therapist of your emergency call. There is no way to emergency page your therapist. Never leave an emergency message in your therapist's voice mail box.

Our Services and Charges

1. Our fees

Our full fees (before any discount with insurance) are as follow:

- Initial/evaluation session = \$200.00 (for first session)
- 55 Minute Therapy session = \$175.00
- 45 Minute Therapy session = \$150.00

2. Insurance contracts and discounted fees

The Centers for Family Change has contracts with many insurance companies, which typically results in your fee being discounted (by contract). The Centers for Family Change will charge you the discounted/contracted fee if your Centers for Family Change therapist is a contracted therapist with your insurance company. You will be responsible for any deductibles, copayments or coinsurance charges. You will be billed at the rate of \$175.00 per hour for any non-covered services.

3. Payment at time of service

Payment for services should be made at each session. You are responsible for paying your portion of the fee (the part that your insurance does not cover) at each visit. Your therapist will review your insurance coverage with you. If you consent, we will bill your insurance. **You are responsible** for the charges you incur. If your insurance does not pay for provided services you will be responsible for paying for these services (excepting when an insurance contract prohibits such billing).

4. The therapy "hour" is either 55 or 45 minutes

Due to changes in billing rules (CPT codes) insurance companies typically allow either a **55 minute** or **45 minute session**. Your therapist will discuss with you, at the start of therapy, the length of sessions for your therapy session, as allowed by your insurance. The exact length of time for sessions allows a variation of a few minutes, e.g., for the 45-minute session the allowed variation is 38-50 minutes, while for the 55-minute session, the allowed variation is 53-60 minutes. Please note that your therapist will start

to wrap up your session with about 5 minutes to go in the allotted time, to allow time for summation, payment and scheduling.

5. Charges for Letters and Forms

It is Centers for Family Change policy not to write letters or complete forms. Please see our **Policy Explaining Why we do not Complete Forms or Write Letters** for more detailed discussion of this issue. The policy is available on our client resource website.

6. Charges for after session phone calls

We understand that questions or problems arise between sessions, and consider it our responsibility to respond to these. However, if you make repeated calls to discuss concerns or problems your therapist will ask that you: schedule more frequent sessions to have time to address these problems, or pay for time allotted to respond to phone calls.

7. Checks returned for insufficient funds

There is a \$35.00 charge for any checks returned because of insufficient funds.

8. Charges for Rating Scales

Your therapist may recommend rating scales or tests to assist in understanding your difficulties. Your therapist will inform you of the charges for these scales prior to administering them.

9. Charges for Failed appointments

- You will be charged **\$150.00 for failed appointments**.
- You will be charged for appointments canceled without a **full 24-hour notice**.
- For Monday appointments, you must cancel your appointment by Saturday at 5:00pm or you will be charged for a failed appointment.
- You will be charged for appointments canceled with less than 24 hours, due to emergencies or illnesses, if you do not schedule and keep a subsequent appointment.
- The charge for Failed Appointments **cannot be billed** to your insurance. You will be charged the full amount.

By signing the **Centers for Family Change Consent Form**, you are acknowledging that you have been made aware of the **Centers for Family Change Financial Policy** and that you agree to adhere to this policy (including paying for any failed appointments and appointments canceled without a full 24 hour notice). **The Financial Policy** is posted on our website.

10. Court Related Services and Charges for Court Time

The Centers for Family Change does not provide services for court related matters including but not limited to: court ordered therapy, evaluations for custody, visitation or other forensic/legal matters. Centers for Family Change therapists do not provide recommendations to court officials or court appointed officials. If your therapist is contacted by an attorney regarding your treatment (either at your behest or related to a legal matter you are involved in) please note the following:

- Centers for Family Change attorneys will seek to have your therapist excused from any involvement in court related matters.
- Charges for court related services are **not covered by insurance**.
- We **charge \$250 per hour** for court related activities (including talking with attorneys, preparing documents, depositions, and court appearances).
- You will be **charged for all costs** (costs include your therapist's time) we incur responding to court related matters including, but not limited to, fees we are charged for legal consultation by our attorney.

11. Termination of treatment for non-payment

The Centers for Family Change reserves the right to stop or end your treatment if you fail to pay your portion of your fee (co-pay, co-insurance, and/or deductible) for 3 consecutive visits. We reserve the right to stop your treatment until you have paid your outstanding balance. We also reserve the right to end your treatment if non-payment becomes a chronic issue.

Insurance Reimbursement and Managed Care

If you are seeking reimbursement for services under your health insurance policy (or an EAP benefit) you will be required to give your consent to allow Centers for Family Change to bill your insurance and release whatever information your insurance company requires to process claims we submit. At a minimum your insurance company will require a clinical diagnosis (see Appendix A for more details on insurance reimbursement and managed care).

By signing the **Consent Form**, you have given Centers for Family Change consent to bill your insurance, release information to your insurance company that is necessary to process claims, and have assigned benefits (payments) to Centers for Family Change.

1. Information released to your Insurance/Managed Health Care Plan

"Managed Health Care" and insurance plans (including but not limited to HMOs and PPOs) at times require that mental health treatment (therapy) be authorized (approved

as medically necessary) before providing reimbursement. They will require your clinical diagnosis, and often require additional clinical information such as treatment plans, updates on treatment progress, and even copies of your Clinical Record. By signing the **Centers for Family Change Consent Form**, you are giving your therapist permission to release this information to your Managed Care Company. These same conditions will also apply when you use an EAP benefit.

2. Managed Care Limits on Treatment

Managed Care Plans and some insurance plans may limit your mental health coverage to time limited short-term treatment approaches. In addition, insurance plans may limit coverage to a certain dollar amount or number of sessions per year. Please check your insurance carefully so you are clear on the number of sessions/coverage available.

Billing Questions

1. Talk with your therapist first

If you have concerns about your bill please raise these with your therapist first.

2. Contacting the billing office - at 630-586-9991.

For questions about insurance payments, or other billing matters contact our billing office. **Please do not leave messages for your therapist with the billing office.**

3. Keep us Updated about any Insurance Changes

It is your responsibility to update us about any changes in your insurance. **If we are not notified of changes you will be billed at our full fee rate for any services not covered by insurance.** If your insurance coverage changes please bring us a copy of your new insurance card. If you are in an HMO and change medical groups this may change your coverage for mental health services. Please be sure to check on this and update your therapist.

4. Billing Primary Insurance Only

While you may have coverage from more than one insurance, we only bill your primary insurance. You are responsible for copayments and coinsurance charges.

5. Collection Procedures

If your account is more than 60 days past due and arrangements for payment have not been made, we reserve the right to use legal means to secure the payment (see

Appendix A for details). You will be charged for any additional costs to collect on past due accounts.

Limits on Confidentiality

The law protects the privacy of all communications between a patient and a licensed therapist. In most situations, your therapist 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 (see Appendix B for details):

- 1. Sharing information among Centers for Family Change staff
 - Centers for Family Change is a group practice: therapists share clinical information as part of case consultation, coverage for vacation and illness, and quality assurance review.
 - Administrative staff also have access to records for billing purposes.
 - Information is not shared when contraindicated.

2. Court orders, Governmental Requirements and Legal Proceedings

The Centers for Family Change will release information if required to do so by court orders for governmental regulations. Your therapist will inform you if a release of records is required. Your therapist may also be required to release information to selected organizations that conduct utilization reviews under the Affordable Care Act. Again, your therapist will notify you when this is required.

3. Legally Mandated Instances for Breaking Confidentiality

- Suspicion of child abuse.
- Suspicion of elder abuse.
- Imminent threat of harm to others.
- Imminent danger/serious risk of harm to self.

4. Notification of Illinois Department of Human Services (DHS) Firearm Owner's Identification (FOID) Mental Health Reporting System*

Individuals who are determined to be either: "a clear and present danger" or "developmentally disabled" or "intellectually disabled" must be reported to the DHS FOID Mental Health Reporting System website. Your Centers for Family Change therapist must report you to this website if you are determined to be "a clear and present danger" to yourself or others, or developmentally or intellectually disabled. *Please see <u>https://foid.dhs.illinois.gov</u> for more information on this issue.

Professional Records

The Clinical Record includes information about your reasons for seeking therapy, a description of your problems, diagnosis, treatment goals, treatment progress, history (medical, social, and treatment), any records received from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including your insurance carrier. Your therapist records a progress note for each visit which details the problems discussed in that session, treatment plans and goals, and any relevant information that would impact your therapy. Your therapist will also make a record of any calls or messages that you leave for your therapist, including emails. Written documents sent to your therapist will be placed in your clinical record.

Under no circumstances will your therapist agree to omit information you have shared in therapy from your clinical record.

1. You have the right to review your record

You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because professional records can be misinterpreted and/or upsetting to untrained readers we recommend that you initially review your records with your therapist, or have them forwarded to another mental health professional so you can discuss the contents.

2. Co-joint treatment records and Consent to Release when Multiple Attendees

Therapy often involves the participation of more than one person even though only one person is identified as the client or patient. It is our policy that in these instances clinical records can only be released with the consent of all parties who have regularly participated in therapy, as information about more than the patient has been documented as part of the treatment process (see Appendix C for more details). By signing the **Centers for Family Change Consent Form** you and others participating in your therapy, are agreeing to this policy. This policy applies when other participants attend a client's therapy on a regular basis and the treatment is deemed family or co-joint therapy. This policy does not apply for individuals who are deemed a collateral contact, attend an individual client's session at the request of the client, to provide additional information, but not to participate in therapy on a regular basis. Please see

Appendix C for our Collateral Contact policy. Please note that collateral contacts have no rights to access a client's treatment record.

3. Records are the property of Centers for Family Change

The records of all clients seen at the Centers for Family Change are the property of Centers for Family Change. If your therapist leaves the practice or becomes incapacitated or dies, all your records will remain in possession of Centers for Family Change. If Centers for Family Change ceases to exist as an independent practice your records will become the property of another licensed mental health professional, or practice.

Please note that Centers for Family Change records are stored electronically, in encrypted form. Centers for Family Change uses outside vendors to provide voice mail, billing, electronic health records system and other services.

4. Consent to Release Information to Other Professionals

Your therapist may request that you sign a release of information in order to coordinate care with other professionals who you are working with, such as a psychiatrist or physician. By signing a release, you are giving the Centers for Family Change permission to talk to and release written information to another professional/agency/institution. These releases are voluntarily, but your therapist will request you sign them in order to coordinate care and help to improve the services you are receiving.

Minors and Parents

Confidentiality

Confidentiality has always been considered an essential component of effective psychotherapy. Confidentiality allows all clients, including teens and even older children, to share issues they are struggling with. Therefore, the Centers for Family Change requests that parents and guardians agree to the confidentiality of the treatment of your child/adolescent. Specifically, the Centers for Family Change requests that parents sign our Confidentiality of Records for Children and Adolescents and give their written consent to honor the confidentiality of their adolescents' treatment. The Centers for Family Change therapists strive to help our adolescent clients avoid and/or stop problematic and risky behavior. In addition, Centers for Family therapists will seek to involve parents in the therapy process to improve parent-child communication and help parents find ways to assist their adolescent children in stopping negative behaviors. Centers for Family Change therapists also stress with adolescents the importance of sharing their concerns and difficulties with their parents. The Centers for Family Change will violate the confidentiality of our patients (of all ages) in instances when there is/are:

- Court orders for clinical records
- Suspicion of child abuse and elder abuse
- Imminent risk of harm to self or others (this refers to suicidal behavior and threats to kill or severely injure oneself or severely injure or kill others)

Centers for Family Change therapists will provide parents with following information:

- The dates your child was seen for therapy (this information would also be available in explanation of insurance benefits)
- Missed appointments and charges for these appointments (as parents are the responsible parties for paying for treatment)
- Diagnosis, treatment plan, and prognosis

For parents to obtain any other information about their child/teen's therapy the Centers for Family Change would require that the child/teen sign a release of information allowing their therapist to share information with their parents/guardian. Finally, we understand that changes in the law regarding the confidentiality of treatment records for minors, ages 12-17, have been changed (effective January 2024) to allow parents/guardians access to their child/teen's records. Therefore, as parents you have a right to decline to sign this agreement. However, in these instances, your Centers for Family Change therapist may decline to provide treatment if the therapist believes that treatment is likely to be ineffective or severely compromised by the lack of confidentiality. In these instances, the Centers for Family Change staff will recommend you seek treatment at a facility or practice that better suits your preferences.

Parents/guardians have a right to revoke their consent for the confidentiality of their child/teens therapy. In these instances, your child/teen's Centers for Family Change therapist will request that this revocation be in writing and will request the opportunity to discuss the impact of revocation. In addition, the Centers for Family Change may end your child/teen's treatment if the therapist believes that the revocation of confidentiality will significantly disrupt or impair treatment.

Once a teen turns 18 years of age they are entitled to complete control of their records. Thus, parental requests for copies of the teen's record will not be valid once the teen reaches the age of 18. In these instances, the teen must provide consent for the release of their treatment record.

Parental Involvement in their child's therapy:

Centers for Family Change therapists strongly recommend the involvement of both parents in the therapy process, even when parents are divorced.

Notification of and Consent to a child's therapy:

It is Centers for Family Changes policy that both parents be notified that their child is in therapy and consent in writing to therapy for the child (by child we are referring to children and adolescents up to the age of 18).

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 are summarized in the Notice of Centers for Family Change's Policies and Practices to Protect the Privacy of Your Health Information. Please review this notice for a summary of your rights.

Teletherapy

The Centers for Family Change may provide Teletherapy services (therapy provided by telephonic communication, or over a video platform). If you are participating in teletherapy sessions you will be asked to sign the Teletherapy Consent form which outlines specific issues in the provision of teletherapy. This Consent must be signed to receive teletherapy services from the Centers for Family Change. There are additional caveats and challenges involved in providing Teletherapy which requires that you specifically consent to teletherapy.

Appendixes to Service Agreement

Appendix A: Insurance Reimbursement and Managed Health Care

You must receive a diagnosis to use your insurance benefits

In order for insurance to cover your therapy you will need to receive a diagnosis. Therapy is covered by your insurance only when therapy is for the purpose of treating a specific problem or problems, a diagnosable disorder. This diagnosis will be part of your insurance record.

Your insurance company may require additional information about your therapy

If you choose to utilize your insurance you need to keep in mind that some insurance plans (including nearly all HMO plans) require that your therapist release information about your treatment (including but not limited to your progress in treatment, treatment goals, and discharge plans) in order to pay for treatment. By signing the Centers for Family Change Consent Form, you are giving the Centers for Family Change permission to release all requested information in order to ensure insurance coverage and authorization of treatment. This information will become part of the insurance company/managed mental health company files. Though all insurance companies state that they keep such information confidential, we have no control over what they do with it once it is in their hands. Your therapist will provide you with a copy of any report submitted to your Managed Health Care Insurance plan, if you request a copy of this report in writing.

Limits on Treatment

Please keep in mind that insurance plans may limit your mental health coverage to time limited short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. They may also limit coverage to a certain dollar amount or number of sessions per year. Regardless of what insurance you have you need to carefully check your benefits so you are clear on the number of sessions/coverage available and any procedures necessary for having this coverage authorized. Please keep in mind that your insurance may only cover certain services, such as individual therapy. Many plans (but not all) cover family therapy and psychological testing. Marital therapy is not covered. However, a spouse or partner can accompany you to your individual therapy. Finally, educational testing is not covered by your insurance.

While much can be accomplished in short-term therapy, you may feel that you need more services than your insurance will cover (i.e., wish to continue therapy after insurance benefits end). If you are seeking more long-term therapy or have concerns that require more extensive therapy, we will need to make arrangements for payment once your insurance benefits are no longer available, or if your managed care insurance declines to cover such treatment. A few managed care plans will not allow your therapist to provide services to you once your benefits end. If this is the case, we will do our best to find another therapist for you.

Some caveats about using your insurance

When you use your insurance to cover therapy your therapist will have diagnosed you with a specific psychological/psychiatric problem/illness. This diagnosis will become part of your insurance record. Please keep in mind that if you plan to apply for disability insurance, life insurance, or seek to become self-insured that this diagnosis may be considered when your application is being processed and may even result in your application being denied.

Please note: you always have the right to pay for therapy services yourself to avoid the problems described above.

Parity and Other Changes to Your Insurance

Parity laws have changed insurance coverage for mental health services, for some but not all plans. Under Federal Law many insurance plans are now required to cover mental health benefits at the same level that other health care is covered. However, this does not apply to all plans. In fact, some plans may be exempt from these rules or may have even dropped coverage for mental health services. Moreover, parity laws do not prohibit your insurance plan from requiring that mental health services be authorized as "medically necessary" (a term which generally means that a person is receiving treatment for a specific diagnosed problem). Given that changes to health insurance appear to be an ongoing process we strongly recommend that you carefully check your insurance coverage so that you understand the details of the coverage your insurance provides.

Collection Procedures

We may use legal means, including hiring a collection agency or going through small claims court to collect outstanding balances. These actions will require the disclosure of otherwise confidential information. In most collection situations the only information released regarding a patient's treatment is their name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the

claim]. By signing the **Centers for Family Change Consent Form** you are consenting to allow us to release the name of the patient and responsible, and amounts owed to the Centers for Family Change, for the purposes of collecting any outstanding balances.

Appendix B: Limits on Confidentiality

1. Sharing information with Centers for Family Change staff

The Centers for Family Change is a group practice with multiple therapists and administrative staff. Protected health information will be shared with these individuals for clinical and administrative purposes, such as scheduling, billing, consultation, vacation/illness coverage and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All administrative staff members have been given training about protecting your privacy.

Centers for Family Change staff routinely consult with one another about our work in order to improve the quality of our clinical services. We also share clinical information for coverage during illnesses and vacations. The only times we will not share information with a specific Centers for Family Change therapist is when you specifically request this and this request is granted. Requests will be granted when you know a Centers for Family Change therapist outside of the work setting, a spouse or family member is being treated by a Centers for Family Change therapist and clinical practice dictates that the sharing of information might be problematic, or other specific circumstances agreed to by you and your therapist. For any such agreement to be valid the agreement must be noted in your clinical record.

2. Legal Mandates for Breaking Confidentiality

There are some situations in which therapists are legally obligated to take actions, which they believe are necessary to attempt to protect others from harm even though such actions may reveal some information about a patient's treatment. These situations include:

If the therapist has reasonable cause to believe that a child under 18, known to the therapist in the therapist's professional capacity, may be an abused child or a neglected child, the law requires that the therapist file a report with the local office of the Department of Children and Family Services. Once such a report is filed, the therapist may be required to provide additional information.

If the therapist has 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 the therapist file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, the therapist may be required to provide additional information.

If you have made a specific threat of violence against another or if your therapist believes that you present a clear, imminent risk of serious physical harm to another, the therapist 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 your hospitalization.

If the therapist believes that you present a clear, imminent risk of serious physical or mental injury or death to yourself, the therapist 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.

3. Court orders and other exceptions

- **Court proceedings:** 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 therapist-patient privilege law. We cannot disclose any information without a court order. However, we must comply with court orders. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
- **Governmental requests**: If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- Workman's compensation claims: If you file a worker's compensation claim, and your therapist is 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 their appropriate designee.
- Lawsuits or complaints: If a patient files a complaint or lawsuit against their therapist, we may disclose relevant information regarding that patient in order to defend the therapist.

4. Additional Exceptions

• Business Associates of Centers for Family Change: The Centers for Family Change has contracts with different business associates, e.g., computer consultants, voice mail services, billing and record keeping services, accountants and attorneys. As required by HIPAA, Centers for Family Change has a formal business associate contract with these businesses in which they promise to maintain the confidentiality of any and all PHI data, except if specifically exempted from doing so by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

• **Consultation with other professionals:** Your therapist may occasionally find it helpful to consult other health and mental health professionals about your treatment. During a consultation, your therapist will make every effort to avoid revealing your identity. The other professionals are also legally bound to keep your clinical information confidential. If you do not object, your therapist will not tell you about these consultations unless s/he believes that it is important to your work together. All consultations will be noted in your Clinical Record. 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 your therapist is not an attorney.

Appendix C: Co-joint Treatment Records

Family and couples' therapies are well-established models of treatment. Sessions in which family or couples are seen are referred to as co-joint sessions. Because of the nature of insurance even when co-joint therapies are utilized only one person is identified as the client or patient and the clinical record is maintained in that person's name. However, in these sessions sensitive information is often shared by persons other than the client. When such information is relevant to the treatment process it will be documented in the treatment record. Therefore, it is Centers for Family Change policy to only release treatment records involving family or co-joint therapy with the consent of all parties (age 18 or above). Therapy is considered to be co-joint when persons other than the client regularly attend sessions with the client.

There are other instances in which a client may ask a family member or significant other or friend to attend a few sessions. In these instances, the attending person or persons is/are considered a collateral contact (and is not considered a client or patient of Centers for Family Change). Collateral contacts do not have the attendant rights or privileges of a client, have no treatment plan or diagnosis, and are not considered a recipient of treatment. However, the client's treatment record/chart will note the attendance of the collateral contact and information about the collateral contact's participation in treatment. Collateral contacts have no rights to the client's treatment record/chart, and may only receive information about the client with the written consent of the client.

Appendix D: Minors and Parents

Parental Involvement in their child's therapy:

The involvement of both parents in the therapy process is strongly recommended, even when parents are divorced or separated. Obviously, there are exceptions to this which can be discussed with your therapist. While we recommend the involvement of both parents, we are sensitive that parents may not want to meet with their former spouse/partner. Thus, while recommending the involvement of both parents we are flexible in how we work with divorced/separated families, sometimes meeting separately with each parent. It is also important to remember that for therapy to assist children it is very helpful if both parents support the therapy process. Thus, we will not provide therapy to a child if one parent opposes therapy.

Notification of and Consent to a child's therapy:

Your therapist will ask that both parents consent to therapy for their child. We recognize that it may not always be possible to notify both parents, but when possible, we request the consent and notification of both parents. Thus, when one parent brings a child to therapy the therapist will request that the other parent be notified, consent to their child's treatment (in writing), and be invited to participate in the therapy process. If you wish, your therapist will contact your spouse/partner or former spouse/partner if this appears to be more appropriate. It is important to keep in mind that non-custodial parents have the same rights to therapy records as do custodial parents.

Appendix E: Social Media, Communication, & Technology

The Centers for Family Change has established the following policy regarding Social Media, Technology, and Communications. Please read it carefully and feel free to ask your therapist if you have any questions or concerns about our policy.

Social Networking

Centers for Family Change therapists do not respond to and do not accept friend or contact requests from current or former clients (or family members or significant others of clients) on any social networking site (Facebook, Linked-In, Instagram, etc). The Centers for Family Change therapists adhere to the ethical principles of their professions (psychology, social work and counseling) and strive to avoid any personal or non-professional contacts with clients. This is to ensure your privacy and confidentiality, and is designed to protect the treatment relationship. Moreover, the privacy and confidentiality of any internet-based communication cannot be assured.

Centers for Family Change Website, Blog and Facebook

While the Centers for Family Change maintains websites, these are solely designed to provide information about our practice. We will not respond to any contacts or queries through these sites (the only exception being emails regarding a very specific logistical question about our services, e.g., do we accept a certain insurance, have office hours on a certain day, etc). Similarly, Dr. Perrotta's blog and other Centers for Family Change blogs are designed for the dissemination of information about professional issues and the Centers for Family Change. It is our policy to not check and not respond to any comments regarding the blog. Its purpose is educational and informational only.

Contacting your Centers for Family Change therapist

- **Phone:** The way to contact your Centers for Family Change therapist is by phone: through our main number: 630-586-0900. Your therapist's extension is on their business card and listed in our website and in our voicemail. Please do not use SMS (mobile phone text messaging), any messaging apps, or messaging through Social Networking sites such as Twitter, Facebook, Linked-In, or Instagram to contact any Centers for Family Change therapist. These sites are not secure. Moreover, we do not check any of these sites for contacts.
- Email: only use email to communicate with Centers for Family Change therapists about scheduling and other **non-clinical issues**. Please remember that not all Centers for Family Change therapists utilize email and that most Centers for Family Change therapists check their email once every 1-2 days.