

## **PSYCHOTHERAPIST-CLIENT SERVICE AGREEMENT**

Welcome to Cardia Counseling Center Inc. This document contains important information about our professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices, which is attached to this Agreement, explaining HIPAA and its application to your PHI in greater detail.

The law requires that we obtain your signature acknowledging that we have provided you with this information at the first session. **Although these documents are long and sometimes complex, it is very important that you read them carefully.** We can discuss any questions you have about the procedures at that time. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### **PSYCHOTHERAPEUTIC SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the mental health professional and the client, as well as on the particular problems you are experiencing. There are many different methods we may use to deal with the problems 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 therapy to be successful, you will have to work on things we talk about both during our sessions and at home.

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. There are, however, no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy often involves a large commitment of time, money and energy, so you should be careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your

doubts persist, we will be happy to help you set up a meeting with another mental health professional.

Some clients seek therapy at Cardia Counseling Center because of our expertise in “spiritually attuned psychotherapy.” If you would like to receive this type of therapy, including spiritual interventions such as prayer, please let us know and it will be added to your treatment plan.

### **SESSIONS**

We will usually schedule one 45-minute per week at a time we agree on, although some sessions may be longer or more frequent. Notice of any scheduled session you need to cancel is appreciated as early as possible. **Once an appointment is scheduled you will be expected to pay for it unless you provide a minimum of 24 hours advance notice of cancellation (except in circumstances we both consider as being outside of your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; therefore, you will be charged the full session fee, not just the amount of your co-payment.**

### **PROFESSIONAL FEES**

Fees for professional services are based on professional qualifications of the therapist and not on payment schedules promoted by insurance companies as “usual and customary” or “maximum” amounts allowable.

Initial assessment is \$175.00 and standard sessions are \$175.00 and 45 minutes in length unless otherwise arranged. In addition to weekly appointments, we may charge this amount on a prorated basis for other professional service you may need, including report writing, preparation of records or treatment summaries, and telephone conversations lasting longer than 5 or 10 minutes. If you become involved in legal proceedings that require your therapists participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$300.00 per hour for preparation and attendance at any legal proceeding. We will try to notify you ahead of time of any likely charges for these additional services. In cases where we spend less than an hour, you will be charged for the portion of the hour used in 15-minute increments.

### **CONTACT PROCEDURES**

Due to work schedules, we are often not immediately available by phone. A message can be left on Cardia’s voicemail (630-272-2313) at any time of the day. We will make every effort to return your call within 48 hours, with the exception of weekends and holidays. Please leave your contact numbers on every message, with times you will be available and/or with a voicemail on which your therapist can leave a private message. Please let your therapist know if there are any special instructions regarding leaving messages with family members or co-workers. This office does not provide emergency services. In the event of an emergency, please contact the appropriate emergency service (i.e., police, fire, hospital), go to the nearest emergency room and ask for the psychologist or

psychiatrist on call, or call DuPage County Crisis Line 630-627-1700. Your therapist will assist in the development of a detailed crisis plan as needed. The emergency contact you provided at intake will be contacted as necessary. If your therapist will be unavailable for an extended time (e.g., vacation break), coverage will be provided by another mental health professional for assistance if needed.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During consultation, we make every effort to avoid revealing your identity. These professionals are also legally bound to maintain confidentiality. If you don't object, we will not tell you about these consultations unless we feel it is important for our work together.
- We may have contracts with insurance companies, peer consultants, legal services, accounting firms, electronic billing organizations and collection agencies. As required by HIPAA, we have a formal Business Associate Contract with applicable businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required for health insurers or for overdue fees are discussed elsewhere in this Agreement
- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychotherapist-client privilege law. We cannot disclose any information without a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether it is likely that a judge would order me to disclose your information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against me, we may disclose relevant information regarding that client in order to defend ourselves.
- If you file a worker's compensation claim and we are rendering treatment or services in accordance with the provisions of Illinois Workers' Compensation law, we must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.
- There are some situations in which we are legally obligated to take action, which we believe are necessary to attempt to protect you and/or others from harm and we may have to reveal some information about a client's treatment.
- If we have reasonable cause to believe that a child under 18 known to us in our professional capacity may be an abused or neglected child, the law requires that we file a report with the local office of the Department of Children and Family

Services. Once a report is filed, we may be required to provide additional information to the authorities.

- If we have reasonable cause to believe that an adult over the age of 60 living in a domestic situation has been abused, neglected or financially exploited in the preceding 12 months, the law requires that we file a report with the agency designated to receive such reports by the Department of Aging. Once a report is filed, we may be required to provide additional information to the authorities.
- If you have made a specific threat of violence toward another or if we believe that you present a clear, imminent risk of serious physical harm to another, we may be required to disclose information in order for protective actions to be taken. These actions may include notifying the potential victim and/or the police, or seeking hospitalization for you.
- If we believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, we may be required to disclose information in order for protective action to be taken. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you.
- If any of these situations arise, we will make every effort to fully discuss it with you before taking any action and to limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

You should be aware that pursuant to HIPAA, we may keep your Protected Health Information (PHI) in two sets of professional records. One set constitutes your Clinical Record. This often includes your intake information, your reasons for seeking therapy, your symptoms, your diagnosis, your treatment goals and progress, your medical and psychosocial history, any records we receive from other providers/agencies, your billing records, and any reports we have sent to others including your insurance carrier. You are responsible for notifying me immediately of any changes to your intake information. This often includes your address, phone numbers, employer, and health insurance information. In addition to your Clinical Record, we may also keep a set of Psychotherapy Notes. These Notes are for my use and are designed to assist us in providing you with the best treatment. While the content of Psychotherapy Notes vary greatly from client to client, they can include the content of our conversations, my impressions of those conversations, and how they impact on your therapy. They may also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your specific Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of both sets of records, if you

request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$.25 per page and a service fee of \$35 for administration.

### **CLIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of your Protected Health Information (PHI). These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of your PHI that you have neither consented to nor authorized; determining the location to which PHI disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. We are happy to discuss any of these rights with you.

### **MINORS AND PARENTS**

Clients under 12 years of age and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 12 and 18 cannot examine their child's records unless the child consents and unless we find that there are no compelling reasons for denying the access. Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided and services needed. Since parental involvement is often crucial to successful treatment, in most cases, we require that clients between 12 and 18 years of age and their parents enter into an agreement that allows parents access to certain additional treatment information. If everyone agrees, during treatment, we will provide parents with general information about the progress of their child's treatment and his/her attendance at scheduled sessions. We will also provide parents with a verbal summary of treatment when it is complete. Any other communication will require the child's Authorization, unless we feel the child is in danger or is a danger to someone else, in which case, we will notify the parents of my concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless otherwise arranged. You may also be asked to contact your insurance carrier when questions or concerns about your benefits arise. If you miss an appointment without a minimum of 24 hours notice of a cancellation you will be billed the entire cost of the session, as insurance cannot be billed for services not rendered.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure 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 we release regarding a client's treatment is his/her intake information (e.g., name, address, date of birth, etc.), social security number, nature of services provided, dates of service, and the amount due. If such legal action is necessary, its costs will be included in the claim. Fees for court related work, including reviewing notes, time in court and any preparations are \$300 per hour.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled. This may include bills you can submit to your insurance company or a statement of accounts. You will receive an itemized bill at the end of each session. This can be submitted to your insurance for reimbursement. It is important to note that you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. To the extent possible, we will try to work within the limits of your policy. For example, if the policy allows 20 sessions per year, we will make every effort to accomplish your goals in 20 sessions or less. In some cases, this may not be possible and you would have to assume the cost of continuing sessions. We will make every effort to notify you ahead of time if we think this is a possibility.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on my experience and will be happy to help you in understanding the information received from your insurance company. If it is necessary to clear confusion, we are willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. We will fill out any forms needed to request more sessions, but cannot guarantee your insurance will grant them. Requests for sessions usually include your diagnosis, descriptions of progress and treatment methods. They do not include specific information you have discussed with me. Upon your request, you may review these forms prior to the insurance company receiving them. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that you authorize us to provide it with information relevant to services that we provide to you. If you are seeking reimbursement for services under your health insurance policy,

