Centers for Family Change: SERVICE AGREEMENT

This agreement contains important information about the **Centers for Family Change's** services and policies. 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.

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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 **Service Agreement** prior to starting therapy. By signing this document you are agreeing to pursue services from the **Centers for Family Change** and to adhere to our policies (as described in this Agreement).

You may revoke this Agreement 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 your 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 his/her 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 become 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). 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 voice mail 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 voice mail 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 voice mail, or if instructed otherwise).

If you are not available when your therapist calls your home 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.**

Please do not use email to contact your Centers for Family Change therapist. Never use text messaging or any type of social media to contact your therapist.

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 voice mail box. All true emergency messages should be returned, within 30 minutes, by our On-Call therapist. The On-Call therapist position is rotated among our full time staff. If you do not receive a return call within 30 minutes please call back (there are times, due to factors beyond our control, where the On-Call therapist may not receive your message, e.g., voice mail 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. However, 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 noncovered 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

<u>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.</u>

The exact length of time for sessions allows a variation of a few minutes, e.g., for the 45 minute session insurance 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

We may, upon your request, complete forms or write letters (pertaining to your treatment). We request that these be done during your session. <u>You will be charged \$175.00 an hour for letters or forms completed outside of the session, with time charges at 15 minute intervals.</u>

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 cancelled 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 cancelled 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 this Service Agreement (and our Financial Policy Form) you are acknowledging that you have been have been made aware of and received a copy of Centers for Family Change Financial Policy and that you agree to adhere to this policy (including paying for any failed appointments and appointments cancelled without a full 24 hour notice).

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 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 this Service Agreement (or our Application 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. To use your Managed Care Insurance you will have to sign a release 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 amounts or number of sessions per year. Please check your insurance carefully so you are clear on the number of sessions/coverage available.

Questions about Billing

a. Talk with your therapist first

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

b. 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 with the billing office for your therapist.

c. Keep us Updated about any Insurance Changes

It is your responsibility to update us about any changes in your insurance. <u>If we are not notified of changes you will be billed at our full fee rate for any services not covered by insurance</u>. 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.

d. Billing Primary Insurance Only

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

e. 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.

f. Using a credit card

Centers for Family Change accepts credit cards as a form of payment. If you choose to use your credit card please note that your credit card information will be stored by our billing service, but that we will only bill your credit card with your permission (either at the end of the session or if you call into our business office to make a payment).

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
- 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 https://foid.dhs.illinois.gov, 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. Written documents sent to your therapist will be placed in your clinical record.

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

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.
- You will be charged a fee of \$1.00 a page for copying of your clinical record.
- We request you pay your bill in full prior to our releasing your records.

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). 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.

In order to avoid misunderstandings your therapist will ask you and those family members (or others) attending your therapy sessions to sign the **Consent for Multiple Therapy Attendees Release of Information Form**, which explains how clinical information about your treatment cannot be released to another party without the consent of all of those who have attended sessions and participated in your therapy.

If you wish, at the end of treatment, you and those who have attended your therapy, may sign a **Consent Form** that gives us permission to release the treatment record, on your signature alone.

For collateral contacts, your therapist will ask that you and the collateral contact sign the Collateral Contact Form, to clarify the role of your collateral contact in the therapy process.

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 both electronically, in encrypted form, as well as on paper. Centers for Family Change will use outside vendors to provide voice mail, billing, electronic health records system and other services.

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 & PARENTS

Patients 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 17 cannot examine their child's records unless the child consents and unless your therapist finds that there are no compelling reasons for denying the access (see Appendix D for details on the issues of Parental Involvement, Notification & Consent).

In order to avoid misunderstandings your therapist will ask you and your adolescent to sign the **Adolescent Confidentiality form**, which explains how clinical information disclosed by adolescent clients in individual sessions, will be kept confidential.

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.

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. Therefore, Centers for Family Change requires your consent to the release of this clinical information if you choose to utilize an insurance plan that requires such information to authorize and pay for therapy services. 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 coverage 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 appears 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 his/her 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 Service Agreement you are consenting to allow us to release the name of the patient and responsible, and amounts owed 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 routine 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

<u>a. Court proceedings</u>: 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.

<u>b. Governmental requests.</u> If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.

- c. 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 his/her appropriate designee.
- d. 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, 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).

There are other instances in which a client may ask a family member or significant other or friend to attend a session. 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 & PARENTS

Confidentiality of records for children 12 and older

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, the Centers for Family Change seeks to actively involve parents in the treatment process. When children are seen alone the content of these sessions (except for the information noted above) is kept confidential, between therapist and child (ages 12-17) unless the child consents to sharing of such information and/or if the therapist believes that the child is at imminent risk of harming themselves or others. In these instances parents will be notified of the therapist's concern. Any other communication will require the child's permission. Before giving parents any information, the therapist will attempt to discuss the matter with the child, and do his/her best to handle any objections the child may have.

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 sign the Application form and 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, 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, 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 insure 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

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 his/her 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, or Linked-In 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: please do not use email to contact Centers for Family Change Therapists

Please never use email to communicate with your Centers for Family Change therapist about any matters related to your therapy or the therapy of a family member.