

## *Appendixes to Service Agreement*

### **Appendix A: Insurance Reimbursement and Managed Health Care**

#### Using Your Managed Health Care Benefits

If you choose to utilize your Managed Health Care benefits you will have to sign a release of information form giving your therapist permission to release clinical information to your Managed Health Care Company. The Centers for Family Change will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company/managed mental health company files and will probably be stored in a computer. 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 plan, if you request a copy of this report in writing.

#### **You must receive a diagnosis to use your insurance benefits**

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.

#### Managed Care Limits on Treatment

Please keep in mind that insurance plans (particularly Managed Care 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 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 most likely not be 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 services this means that your therapist has diagnosed you with a specific psychological/psychiatric problem/illness. This diagnosis will become part of your insurance record. Please note that the Centers for Family Change cannot guarantee confidentiality of information shared with insurance companies. Also, 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.

### Benefits for Severe Mental Illness

Your insurance may provide increased coverage (pay at a higher rate or make more sessions available) if you are diagnosed with “a severe mental illness.” Please remember that your diagnosis will be determined by your therapist based on your therapist’s judgment of the nature of your problem. Therefore, you may or may not receive a diagnosis that is considered a severe mental illness. We cannot determine what your diagnosis will be prior to your starting treatment and we will in no way let issues of reimbursement influence our diagnosis.

### **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 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 and have agreed to not release any information outside of the practice without the permission of a professional staff member.

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 CFFC therapist is when you specifically request this and this request is granted. Requests will be granted when you know a CFFC therapist outside of the work setting, a spouse or family member is being treated by a CFFC 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**

**a. 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.

**b. Governmental requests.** 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. The clinical record is kept in this person's name and the record is focused on this individual's treatment. 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.

#### **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. 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. Thus, while recommending the involvement of both parents we are flexible in how we work with divorced 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 or former spouse 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.