

Therapist-Patient Services Agreement **ILLINOIS**

This Agreement contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. It is very important that you read these documents before our next session. We can discuss any questions you have at that time. When you sign this document it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me 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 may have incurred.

Therapeutic Counseling Services

Therapy can have benefits and risks. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings. On the other hand, therapy 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. Our first few sessions will involve an evaluation of your needs. I will then be able to offer you some first impressions of what our work will include. If you have questions about your treatment we should discuss them whenever they arise.

Meetings

Generally, therapy meetings occur weekly, however, depending on your treatment plan we may agree to meet more or less frequently. Sessions last 50 minutes beginning at the scheduled time. In order to cancel a session you are required to provide at least 24 hours advance notice or you will be expected to pay for the session in full. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions and you will be responsible for the full payment of those sessions.

Professional Fees

My fee is \$100.00 a session. In addition to weekly appointments, I charge this amount for other professional services you may need including report writing, lengthy phone conversations, consultation, preparation of records, or time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all my professional time.

Contacting Me

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail, which I monitor frequently. I will make every effort to return your call within 24 hours. Please leave some times and numbers where you will be available for a return call. In an emergency please call and/or go to your nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Limits on Confidentiality

The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written release that meets certain legal

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requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important for our work together. I will note all consultations in your Clinical Record (which is to protect the Privacy of your Health Information).
- Disclosures required by health insurers or to collect 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 therapist-patient privilege law. I cannot disclose any information without a court order. If you are involved or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If you file a worker's compensation claim, and I am rendering treatment or services in accordance with the provisions of Illinois Worker's Compensation law, I must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child under 18 known to me in my professional capacity may be abused or a neglected child, the law requires that I file a report with the local office of the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I have 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 I file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed I may be required to provide additional information.
- If you have made a specific threat of violence against another or if I believe that you present a clear, imminent risk of serious physical harm to another, I 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 I believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, I 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.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. 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. In situations where specific advice is required, formal legal advice may be needed.

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due.

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Insurance Reimbursement

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Upon request, I will fill out forms and provide you with whatever assistance I can in helping you to receive the benefits to which you are entitled. However, you (not your insurance company) are responsible for full payment of my fees. Your contract with your insurance company requires that you authorize me to provide it with information relevant to the services that I provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows me to provide such information. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional information such as treatment plans or summaries, or copies of your entire Clinical Record. I 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 files. Once you have all the information about your insurance coverage, we can discuss what will happen if your coverage runs out before you feel ready to end your sessions. You always have the right to choose to pay for my services yourself instead of using your insurance coverage.

Professional Records

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents.

Patient's Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected health information disclosures are sent; having any complaints you make about my policies and procedures recorded in your record; and the right to a paper copy of this Agreement and the Notice form.

Minors and 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 18 cannot examine their child's treatment records unless the child consents and unless I find 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. If the child consents, I will also provide parents with general information about their child's progress and his/her attendance at scheduled sessions. All other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

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Agreement

Your signature below indicates that you have read the information in the Therapist-Patient Services Agreement and agree to abide by its terms during our professional relationship.

Print Name

Signature

Date