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Psychotherapy – Patient Services Agreement

Welcome to my practice...

This document contains important information about my professional services and business policies. It also contains summary information about the **Health Insurance Portability and Accountability Act (HIPAA)**. HIPAA is a federal law that, combined with Illinois state mandates, indicates your and my rights and responsibilities regarding disclosure of your **Protected Health Information (PHI)** for the purpose of treatment, payment, health care operations, and your or another's safety in some circumstances. The law requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI and that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have. However, your signature on the Treatment Consent represents an agreement between us.

You can revoke this agreement in writing at any time. Your written revocation will bind me from disclosures following reception of your revocation 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 have incurred.

PSYCHOLOGICAL SERVICES: It is important that you understand and learn the risk and benefit of psychotherapy, what my practice policies are, and your rights and limits regarding confidentiality. Mental health professionals call this informed consent. Psychotherapy or counseling is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, as well as the particular problems or issues presented by the patients. There are many different methods I may use to deal with the problems that you hope to address.

PSYCHOTHERAPY OR COUNSELING PROCESS: Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part to discuss, sometimes, difficult issues. It will require your best effort to change your thoughts, feelings, and behavior. In order for your therapy to be most successful, you will have to work on things we talk about during your appointments and at home. Change is sometimes quick and easy but most often it takes longer and can become frustrating.

PSYCHOTHERAPY OR COUNSELING CAN HAVE BENEFITS AND RISKS: Since therapy often involves discussing unpleasant or painful aspects of your life, you may experience a variety of uncomfortable feelings, during and in-between appointments. Though it may be difficult to experience these feelings, many people find it helpful eventually because they gain a better understanding of themselves and others. Counseling or psychotherapy has been shown to help people in a variety of ways. For instance, counseling can lead to better relationships, solutions to different problems and significant less distress in one's life. Although there is no guarantee associated with the outcome of your counseling, it is my hope that you will find counseling to be a safe, trusting, and supportive place to talk about your struggles and concerns.

INITIAL APPOINTMENTS: Initial evaluation occurs between the first 2 to 4 appointments. During these sessions, we can both decide if I am the best person to provide the services you need to meet your treatment goals. If we agree you will

begin treatment with me, we will agree to session length and frequency. If, at the end of our initial session, it is determined that we will not work together, I will provide you with referrals if needed.

Your first few sessions will involve an evaluation of your needs. Following evaluation, I will offer first impressions of what our work will include and a treatment plan to follow if you decide to continue with therapy. You should evaluate this information if you choose to work with me. If you have questions about the counseling process and recommendations, I will be happy to discuss them with you.

PSYCHOTHERAPY OR COUNSELING APPOINTMENTS: At the beginning of treatment, we will most likely meet weekly for standard sessions for 45-50 minutes. If you feel you need longer than 45 minutes, most insurance plans will allow us to meet for 50-60 minutes. The fee is different for the longer session, although if you have met your deductible and you have a fixed co-pay, your insurance may pay the additional amount billed.

PROFESSIONAL FEES, BILLING AND PAYMENTS:

Initial assessment meeting: \$175.00

50-60-minute psychotherapy or counseling session: \$160.00

45-50-minute psychotherapy or counseling session: \$150.00

I ask that you pay me at each session either in cash or bank check. I will charge the full appointment fee if you arrive late for your appointment, and most frequently will not be able to extend your session. However, if you and I preschedule an appointment length other than 45 minutes, or if an urgent matter occurs and your session runs over 45 minutes, I will prorate the session fee based on \$150.00 for a 45-minute session. Should we agree to a telephone session, you will be responsible in full for the \$150.00 per 45-minute session as insurance companies **DO NOT** reimburse for sessions not held in an office or hospital. Please note that I periodically review fees against the cost of living and may raise your fee in the future with 2-month notice.

Please note that you will be charged any fees that occur for insufficient funds or payments that are not made according to our payment arrangement. This fee is in addition to the original payment due to me.

If you request services from me other than in-office sessions – such as report writing, telephone conversations longer than 15 minutes, consulting with other professionals by telephone, letter or in person; preparation of records or treatment summaries or other services - my fee will remain \$150.00 per 45 minutes. It is important to note that medical insurance most frequently does not reimburse for many of these requests so that you would be solely responsible for payment.

If my participation on your behalf is required in legal proceedings, you will be expected to pay for all my professional time -- including preparation, transportation time, and all costs if I am called to testify by another party. Because of the difficulty of legal involvement, I presently charge \$200.00 per 60 minutes for preparation for, attendance at, and transportation to any legal proceeding. You will be expected to provide a 50% retainer on estimated hours prior to any action on my part.

CANCELLATION POLICY:

ONCE AN APPOINTMENT HOUR IS SCHEDULED, YOU WILL BE EXPECTED TO PAY FOR IT UNLESS YOU PROVIDE 24 HOURS OF ADVANCE NOTICE OF CANCELLATION OR UNLESS I AM ABLE, AND YOU AGREE TO RESCHEDULE THE APPOINTMENT WITHIN THE SAME WEEK YOU CANCEL. I do not typically charge for cancellations that we both agree you were unable to attend due to circumstances beyond your control, such as your own illness, immediate family illness or severe weather. (But specifically, please note cancellations with less than 24 hours' notice for employment conflicts, vacations or because you forgot, are not sufficient grounds for a fee deferment.) **IT IS IMPORTANT TO NOTE THAT INSURANCE COMPANIES DO NOT PROVIDE REIMBURSEMENT FOR CANCELLED SESSIONS, YOU ARE RESPONSIBLE FOR THE FEE.**

CONTACTING ME:

PHONE: Due to my work schedule, I often am not immediately available by telephone. For example, I usually do not answer the telephone during your or other client's sessions. When I am unavailable, you may leave a confidential message on my voicemail at 312.494.1660. If your schedule limits your availability, please inform me of times when it is best to contact you. Please include your name, appointment time, and a contact telephone number. I will make every effort to return your call on the same day that you make it, with the exception of holidays or messages left after 9:00 pm. If you do not hear from me within a reasonable amount of time, please leave a second message as my voicemail occasionally fails to record messages.

EMAIL: I do not always have immediate access to my email. I will attempt to do my best to answer your email within 24 hours. Email is NOT a confidential or secure medium; therefore, please do not send any information regarding billing or therapy content via email. I do not discuss matters via email. You should also know that any emails I receive from you and any responses that I send to you are part of your clinical record.

TEXTING: I DO NOT SEND OR RECEIVE TEXT MESSAGES

SOCIAL MEDIA: I do not accept connection requests from current or former clients on any social networking site (e.g., Facebook, Twitter, Instagram or LinkedIn) because doing so can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship and our therapy work (past, present or future). I will be happy to talk with you about this in more detail when we meet next or by phone.

LOCATION-BASED SERVICES: If location-based services (LBS) are used on your mobile phone, be aware of the related privacy issues. My office is not available as a check-in location on most social media sites that others may infer that you are a therapy client due to regular check-ins at or around my office on a regular basis. Please be aware of this risk if you are "checking in" or allowing yourself to be tracked through LBS apps on your phone. As new technology develops and the internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

BACK-UP COVERAGE: If I am unavailable for an extended time, I will provide you with the name of a trusted colleague to contact in an emergency. He or she may need to know about you. Of course, that therapist would be bound by the same laws and rules regarding confidentiality as I am.

EMERGENCIES: If you are suicidal or in need of immediate care, please call 911 or go to your nearest emergency room. Please let me know if you are having a difficult time at any point in our working together so that we can make realistic plans for you to get the support and care you may need.

COURT TESTIMONY: If you ever become involved in a divorce or custody dispute, or any other legal matters, I will not provide evaluations or expert testimony in court. Your signature indicates your agreement with this provision.

LIMITS ON CONFIDENTIALITY AND RELEASE OF INFORMATION: I will treat what you tell me with great care. My professional ethics and the law protect the privacy of all communications between a patient and psychologist unless you give me permission. However, I cannot promise that what you tell me will never be revealed to someone else. If you want me to send or receive information about you, or if I need to coordinate your health care with another professional, I will ask you to sign a release of information form. This form states exactly what information is to be shared, with whom, and why. It also sets a time limit on how long that information can be shared. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPPA and/or Illinois law. However, in the following and similar situations, no authorization is required.

PROFESSIONAL CONSULTATION: If you or I believe it would be helpful, I will consult with other health and mental health professions about your situation. During a consultation, I will NOT release identifying information such as your name or address. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I believe it is important to our work together. I will note all consultations in your Clinical Record (which is called PHI, in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

COURT PROCEEDINGS: If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, the information is protected by the psychologist-patient privilege law. However, a court order supersedes this protection. Also, if you decide to include your psychotherapy disclosures in court and request that I testify in your behalf, all your disclosures will be available to both parties in the litigation. I cannot selectively testify on your behalf and refuse the questions of the opposing party's attorney. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

GOVERNMENT REQUEST: If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.

COMPLAINT OR LAWSUIT AGAINST ME: If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

WORKMAN COMPENSATION CLAIM: If you file a worker's compensation claim, and I am rendering treatment or services in accordance with the provisions of the Illinois Worker Compensation law, I must, upon appropriate request, provide a copy of your record to your employer or to his/her appropriate designee.

In addition, there are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect you or others from harm, including revealing information about your treatment. These situations have been unusual in my experience, but I am legally bound to provide information in situations like the following.

MANDATED REPORTING: The Abused and Neglected Children's Reporting Act in Illinois requires that "mandated reporters" must disclose any suspected instances of abuse and neglect of minors to the Illinois Department of Children and Family Services (DCFS). The Therapist is a mandated reporter, as are all mental health service providers. The only requirement is that the "provider" has a good faith belief or conclusion that a neglected or abuse situation exists. If this is so, in the mind of the Provider/Therapist, the law **absolutely requires** that a phone call be made to DCFS, such that DCFS may investigate the situation. If such a report is made, it is the policy of this office to first advise the Patient/Client that the report will be made. Subsequent to a "mandated" report, the client, and possibly others, will be contacted by a follow-up investigator from DCFS. If these investigators confirm the presence of abuse or neglect, a letter so indicating will be issued, and possible court hearings could result. If the DCFS investigators conclude that no abuse or neglect has occurred, a letter will be issued indicating that the claim is "unfounded." **The Therapist has no choice but to make reports in these situations.** The Client should be aware that the statute provides for loss of license if a mandated reporter fails to make a mandated report. The statute also provides the Provider/Therapist with absolute immunity from any criminal or civil liability in the event that such a report is made, **even without the consent of the Patient/Client.**

ELDER PROTECTION: 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.

DUTY TO WARN: Under the Illinois Mental Health and Developmental Disabilities Confidentiality Act, the Provider/Therapist may "warn" any intended victim, as well as the responsible authorities, and disclose confidential information, where a Patient/Client discloses in session that he or she intends to cause **serious mental or physical harm**

to a specifically identifiable victim and presents a clear and imminent risk of harm. It is then the Therapist's responsibility to take steps to notify the victim and/or local authorities and provide enough information with which the authorities and/or the victim might prevent the harm from occurring and/or in order to prevent a serious threat to public safety. Therefore, if a Client discloses an intent to harm a specific person, the Provider/Therapist must either contact that person and the authorities or attempt to secure the hospitalization of the individual. These disclosures are also protected by an immunity clause in the statute.

Further, pursuant to the Firearm Owners Identification ("FOID") Card Act, if the Provider/Therapist determines that a Client poses a clear and present danger to himself/herself or others, the Provider/Therapist is obligated to report this to the Department of Human Services. Only information that is necessary and required under the law will be disclosed and is protected from re-disclosure to the extent provided by the law. The Therapist's disclosure under this law is also protected by an immunity provision.

PROTECTION OF SELF: 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 any of the above situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosures 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. I will do all that is in my power to not disclose identifying information about you if I must obtain legal consultation.

PROFESSIONAL RECORDS: The laws and standards of my profession require that I keep Protected Health Information (PHI) 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 and/or upsetting 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. In most circumstances I charge a fee of \$0.75 per page to cover the cost of labor, time and copying. I cannot copy partial pages.

You should be aware that, pursuant to HIPAA, I keep your PHI in two sets of professional records. One set constitutes your **CLINICAL RECORD** and includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards these goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent by me to others (including your insurance carrier(s)). I will always keep this type of record.

In addition, **I MAY KEEP** a set of **PSYCHOTHERAPY NOTES** that are for my own use and are designed to assist me in providing you with the best treatment. These notes may include the contents of our conversations, my understanding and analysis of your disclosures, and/or hypotheses about how the information impacts your therapy. They also may contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes will be kept separate from your Clinical Record. I generally do not keep this type of record unless there is a compelling reason to do so.

While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal.

PATIENTS 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 Records is disclosed to others; requesting an accounting of most disclosures of protected health information that have neither consented to or authorized; determining the location to which protected information 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. I am happy to discuss any of the rights with you.

INSURANCE REIMBURSEMENT: Because I have a doctoral degree in clinical psychology, most PPO, POS or Indemnity insurance policies that provide mental health coverage will reimburse part of my fees, most frequently for a specific number of sessions and/or a specific dollar amount. It is important that **YOU** discuss your benefits with your insurer. However, I am not on any HMO insurance panels, and my fees will not be reimbursed by HMO Insurance policies. I am presently a panel provider for Blue Cross-Blue Shield PPO plans and will accept assignments for this insured plan.

In order for us to set realistic treatment 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. I will complete billing forms and provide you with reasonable assistance I can in helping you receive the benefits to which you are entitled; however, **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. If I am not in-net provider for your insurance company and you have mental health coverage, you can submit my bill to the insurance company. In this case you will pay me upfront and I will give you a statement that will help you get reimbursed. Understand that using an out of network provider usually means you will have a higher co-payment.

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, I will help you understand the information you receive from your insurer based on my experience. If it is necessary to clarify matters, I will commit to reasonable time in calling 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 health 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. **A SHORT-TERM TREATMENT MAY-OR MAY NOT-BE THE MOST BENEFICIAL FOR YOU;** you and I will discuss my recommendations for you given the situation you present. Thus, it may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in focal treatment, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

YOU SHOULD ALSO BE AWARE THAT YOUR CONTRACT WITH YOUR INSURER REQUIRES THAT YOU AUTHORIZE ME TO PROVIDE INFORMATION RELEVANT TO THE SERVICES THAT I PROVIDE YOU. If you are seeking reimbursement for services under your health insurance policy, I will be required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, 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 and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over your PHI once it leaves my office. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the resources available to you and what options are available to you if your insurance benefits run out before you feel ready to end your treatment. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above – unless prohibited by your insurance contract.

DELINQUENT ACCOUNTS: This psychotherapy agreement is first and foremost between you and me. You are responsible for all charges incurred. If you elect to utilize your insurance policy at the beginning of treatment and I am on the provider panel for that insurer you are responsible for the annual deductible, session copayments or coinsurance, and any fees for reports, missed sessions, telephone contacts over 15 minutes in length, etc., that your insurance policy does not reimburse.

If your account has not been paid for more than 60 days and arrangements for payments 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 services provided, and the amount due. If this legal action is necessary, its costs will be included in the claim.

Your signature below indicates that you have read the information in this document and the attached Notice of Privacy Rights, and that I agree to abide by its terms during our professional relationship.

Patient Signature

Guardian's Signature (Relationship)

Age / Date of Birth

Age / Date of Birth

Date

Date