# **Service Agreement / Consent for Treatment**

Bette D. Harris Family & Child Clinic

#### **About This Agreement**

The Family Institute at Northwestern University is committed to strengthening and healing families from all walks of life through clinical service, education and research. The Family Institute offers a wide range of high-quality behavioral health care through our staff practice and sliding-fee-scale clinic. Each location's hours are by appointment only.

Please note: Children under age 12 may not be left unattended in waiting rooms. If your child is not participating in your session, please arrange for their care during your appointment.

#### Services

## **Scope of Services**

Services in the **Bette D. Harris Family & Child Clinic** are provided by **graduate-level clinicians-in-training** under weekly supervision from licensed mental health professionals in both individual and group settings. Services may include, but are not limited to, family, couple, individual and group therapy, as well as psychological testing, consultation and other services as recommended by the therapist. Services may also include the participation of parents/guardians and other significant family members, when appropriate.

#### **Information Sharing**

- 1. When engaged in multiple modalities of treatment, your therapist will secure your written consent before sharing information.
- 2. Your therapist may collaborate with other Family Institute supervisors or other therapists to ensure coordinated and effective care. Services outside the scope of therapy—such as school visits, court appearances, or the preparation of letters or reports—are **not offered** within the clinic.
- 3. Information provided independently by a member participating in couple or family therapy may be shared with other members participating in the same therapy format, at the therapist's discretion, without prior written consent.

# **Co-Therapy Participation**

In specific circumstances, services may include participation by a licensed provider through Project Strengthen, during which a licensed clinician temporarily joins sessions as an *in vivo* consultant. This is a time-limited model designed to support treatment at no additional cost.

This is distinct from student co-therapy, where two graduate-level therapists may collaborate in sessions as part of their clinical training under supervision.

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#### Supervision

Service provided in the Bette D. Harris Family & Child Clinic is provided by clinical trainees who are receiving advanced training as therapists and are supervised by at least one licensed clinician on a weekly basis in an individual and group setting. Clients have a right to know the identity and credentials of the supervising clinician(s) involved with their care. It is expected that your therapist will set goals with you for treatment and work on goals established in an assessment. If you are still in treatment at the end of your therapist's training at The Family Institute (your therapist will notify you of their expected end date), your therapist will review the status of these goals with you and consider whether further treatment is indicated and if so, where it would be best for that to take place and with whom.

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#### Fees

Services provided through the Bette D. Harris Family & Child Clinic are offered **at no cost** to clients. The clinic is a training site where services are provided by graduate-level therapists-intraining under the supervision of licensed mental health professionals. There are **no fees or copayments** for therapy or testing services provided through the Clinic.

Please note that if a client has insurance coverage under a policy accepted by The Family Institute's Staff Practice, this may affect their eligibility for services in the Clinic and could require a transfer of care to a different provider within the organization.

# **Appointment Cancellation Policy**

Clients are expected to attend all scheduled appointments and provide at least **24 hours' notice** when canceling or rescheduling. Since services in the Bette D. Harris Family & Child Clinic are provided at no cost, there is **no fee for missed appointments**; however, repeated late cancellations or no-shows may affect continued eligibility for services. Extenuating circumstances are always considered when appropriate.

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## **Contacting Your Therapist**

Clients may leave confidential messages for their **therapist-in-training** through the **Patient Portal** or by leaving a voicemail at The Family Institute. Messages are typically reviewed during regular clinic hours. The Family Institute does not provide after-hours or emergency services. **In Case of Emergency: Call 9-1-1 or go to the nearest emergency room.** 

# Quality Improvement / Research

I understand that The Family Institute's mission includes research. I agree that The Family Institute may use my de-identified (anonymous) questionnaire data for quality

improvement/quality control and research purposes in accordance with the law. I may be contacted for potential recruitment into a specific research study, at which time I may choose to enroll or decline to participate. No identifiable information will be used without my explicit consent. There will be no adverse consequences to declining to participate in any proposed research.

# **Electronically Facilitated Psychotherapy / Teletherapy**

#### Overview

At some point during your care you may choose to receive electronically facilitated services from The Family Institute. To protect your privacy in accordance with the federal requirement defined in the Health Information Privacy and Affordability Act (HIPAA), these services will be provided via a video platform that is HIPAA compliant. As with all electronic forms of communication, there are risks to privacy that do not exist in face-to-face therapy that cannot be completely removed despite following best privacy practices.

#### **Technology & Environment**

You agree to be responsible for providing the computer and/or necessary telecommunications equipment and internet access if you choose to utilize teletherapy sessions, as well as arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for these sessions. The Family Institute does not provide space or equipment for clients to conduct teletherapy sessions on its premises. Clients are responsible for securing a private and appropriate environment for all virtual appointments. Clinic teletherapy services are available only to clients physically located in Illinois at the time of the session.

## **Supervision & Support**

All services in the **Bette D. Harris Family & Child Clinic** are provided by graduate-level therapists-in-training under the supervision of licensed clinicians. Supervisors may join or observe teletherapy sessions for training and oversight purposes or if additional support is required.

## **Communications**

Periodically, The Family Institute sends news and updates on its various programs and activities. You will receive eNewsletters, helpful Tips of the Month, donor stewardship materials and invitations from The Family Institute. If at any time you wish to stop receiving these communications, please send written communication to the Privacy Officer of The Family Institute, 618 Library Place, Evanston, IL 60201 or click "Unsubscribe" in the footer of any received email.

# **Audio & Video Recording**

## **Purpose of Recording**

At the **Bette D. Harris Family & Child Clinic**, therapists-in-training routinely record sessions (audio and video) to support supervision, training, and the delivery of high-quality care. Recordings may be reviewed for educational purposes, including classroom instruction, clinical supervision, and professional development.

## No Client Recording

The Family Institute does not permit clients to audio or video record sessions. This policy is in place to protect the privacy and confidentiality of both clients and clinicians, as well as to ensure a safe therapeutic environment.

## **Confidentiality & Security**

All recordings are considered *Protected Health Information (PHI)* and are stored securely on a HIPAA-compliant, password-protected server. Recordings are deleted after review unless needed for educational purposes, in which case they may be stored for up to one year before being permanently deleted.

#### **Consent to Record**

All therapy sessions are recorded by clinical trainees. You may refuse to be recorded at any time. However, please note that participation in the clinic program requires consent to audio and video recording. If you decline, your case may be discharged appropriately, and referrals to other services will be provided.

$\square$ I consent to audio and video recording for training and supervision purposes.
$\square$ I do not consent to audio and video recording and understand this may affect my eligibility
for clinic services.

# **FOID Mental Health Reporting Requirement**

As per Illinois Firearm Concealed Carry Act, all physicians, clinical psychologists and qualified examiners are required to notify the Department of Human Services (DHS) within 24 hours of determining a person to be a Clear and Present Danger to themselves or others, Developmentally Disabled or Intellectually Disabled, regardless of the provider's practice, the person's age or any other diagnosis of this person.

#### **Mandated Reporting**

All clinical service providers at The Family Institute are mandated reporters. This obligates them to comply with the Abused and Neglected Child Report Act that states that any worker "having reasonable cause to believe a child known to them in their professional capacity may be an abused or neglected child shall immediately report or cause a report to be made to the Department." All mandated reporters in the State



of Illinois are also required to report suspected or reported "abuse, neglect or financial exploitation" of individuals over the age of 60 years to the Department of Aging.

## **Notice of Privacy Practices**

By signing below, you acknowledge that you have received the Notice of Privacy Practices of The Family Institute at Northwestern University. This Notice of Privacy Practices provides information about how we may use and disclose your protected health information. We encourage you to read it in full.

# Client Consent to Terms of Agreement

I/We, the undersigned, understand this Service Agreement and apply for services at The Family Institute in accordance with this agreement. I/We understand that I/we have the right to revoke this consent at any time. This revocation must be in writing to The Family Institute. By signing below, I acknowledge that I have read, understood, and agreed to all terms, policies, and conditions described in this Service Agreement.

<b>Printed Name</b>	Client Signature (age 18 or older)	Date	

#### Consent for Treatment of a Minor (if applicable)

A signature is required from the parent(s) or guardian(s) who have legal responsibility for healthcare decisions for children in treatment. Parent(s) or guardian(s) must affirm that they have the legal authority to consent to treatment for the minor child(ren) named below and are providing consent for those individuals to participate in therapy at The Family Institute.

By signing below, the signer(s) attest that they have such authority—whether as a sole custodian, joint custodian, or legal guardian—and understand that, when applicable, both parents or guardians may be asked to sign with shared legal consent. The Family Institute relies on this attestation and proceeds in good faith based on the information provided.

If The Family Institute becomes aware of conflicting information or a dispute regarding legal authority, additional documentation may be requested to confirm consent. Parents or guardians may revoke this consent at any time by submitting a written notice to The Family Institute. Please list all minors or dependents who will be participating in therapy. Children ages 12–17 must sign below. Children under age 12 do not sign:

Printed Name	Minor Signature (age 12 to 17)	Date
Printed Name	Minor Signature (age 12 to 17)	Date
Printed Name	Minor Signature (age 12 to 17)	Date
Printed Name	Minor Signature (age 12 to 17)	Date
Printed Name of Parent/Legal Guardian 1	Parent/Guardian Signature	Date
Printed Name of Parent/Legal Guardian 2	Parent/Guardian Signature (if parents are divorced or separated)	Date



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#### **NOTICE OF PRIVACY PRACTICES**

We respect our clients' confidentiality and only release information about you in accordance with state and federal laws.

# THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice describes our policies related to the use of the records of your care at The Family Institute. We are required to give you this Notice about (1) the use and disclosure of your health information, (2) our legal responsibilities, and (3) your rights concerning your health information and to abide by the terms of this notice.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional information, contact our Privacy Officer, 618 Library Place, Evanston, IL 60201, (847) 733-4300.

#### **USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

We use and disclose the *minimum necessary health information* about you for your treatment, for payment for your services, and for The Family Institute's health care operations.

**For Treatment**. We use and disclose your health information internally in the course of your treatment at The Family Institute. For example, we may give information to another health care professional at The Family Institute for the purpose of referral within The Family Institute. If we wish to provide information outside of The Family Institute for your treatment by another health care provider, we will have you sign an authorization for release of information.

**For Payment**. We may use and disclose your health information to obtain payment for services we provide to you as delineated in the Service Agreement. For example, we may need to give insurance companies or other agencies the minimum necessary information in order for them to pay us for the service we have provided to you.

For Health Care Operations. We may use and disclose your health information within The Family Institute as part of our internal health care operations and to improve your care. We use health information to manage your treatment and services, including to contact you to remind you that you have an appointment. For example, this could mean a review of records to assure quality. Or, we may provide information to the student who is your therapist and is authorized to receive training at The Family Institute and to staff who supervise him or her. In our Electronic Health Records portal, a non-treating therapist may have access to your name or other basic information, but the therapist will not have access to other personal information about you or your care. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you.

**For Marketing/Sales.** Most uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI require authorization.

#### INFORMATION DISCLOSED WITHOUT YOUR CONSENT

Under Illinois and federal law, information about you may be disclosed without your consent in the following circumstances.

**Emergencies.** Sufficient information may be shared to address an immediate emergency you are facing.

**Judicial and Administrative Proceedings.** We may disclose your personal health information in the course of a judicial or administrative proceeding in response to a valid court order or other lawful process, including if you were to make a claim for Workers Compensation.

**Public Health Activities**. If we felt you were an immediate danger to yourself or others, we may disclose health information about you to the authorities, as well as alert any other person who may be in danger.

**Child/Elder Abuse.** We may disclose health information about you related to the suspicion of child and/or elder abuse or neglect.

**Criminal Activity or Danger to Others.** We may disclose health information if a crime is committed on our premises or against our personnel, or if we believe there is someone who is in immediate danger.

National Security, Intelligence Activities, and Protective Services to the President and Others.

We may release health information about you to authorized federal officials as authorized by law in order to protect the President or other national or international figures, or in cases of national security.

**Health Oversight Activities**. We may disclose health information to a health oversight agency for activities authorized by law. These activities might include audits or inspections and are necessary for the government to monitor the health care system and assure compliance with civil rights laws. Regulatory and accrediting organizations may review your case record to ensure compliance with their requirements. The minimum necessary information will be provided in these instances.

**Business Associates.** The Family Institute may disclose the minimum necessary health information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, the Institute contracts with a financial audit firm to review the finances of the Institute on a yearly basis. In the process of the audit, they may come in contact with client billing records. All of our business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

at Northwestern University

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Research. Under certain circumstances, The Family Institute may use and disclose health information for research. Before we do so, the project will go through a special approval process that includes a consent form for clients to sign if they are included in the research study. Even without the special approval, however, The Family Institute may permit researchers affiliated with The Family Institute to look at non-identifying information to help them plan research projects.

Marketing. The Family Institute may send you newsletters or information about services we provide in which we feel you might be interested. You may at any time request that your name be removed from our mailing list. We will not disclose any information to a third party for their use in telemarketing, direct mail marketing, or marketing through electronic mail.

Fundraising Activities. The Family Institute may use certain client demographic information such as your name and address—to contact you about fundraising. The Family Institute regularly seeks contributions from the general public to support our charitable and educational programs such as free care for children and families in low-income communities, a reduced-fee clinic, student scholarships, and research projects. If you do not wish to be contacted about fundraising, send a written request to the Privacy Officer of The Family Institute, 618 Library Place, Evanston, IL 60201.

Scheduling Appointments. The Family Institute may use your phone number to call you to schedule or remind you of appointments. Messages may be left with your consent.

# YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION:

Right to Inspect and Copy. You have the right to look at or get copies of your health information, with limited exceptions. Your request must be in writing. If you request a copy of the information, a reasonable charge may be made for the costs incurred.

Right to Amend. You have the right to request that we amend your health information. Your request must be in writing, and it must explain why the information should be amended. We have the right to deny your request under certain circumstances.

Right to an Accounting of Disclosures. You have the right to receive a list of instances in which we have disclosed your health information for a purpose other than treatment, payment, or health care operations. To request an accounting of disclosures, you must submit your request in writing to the Privacy Officer. Such accountings are available for disclosures beginning April 14, 2003, and remain available for six years after the last date of service at The Family Institute.

Right to Notification. You have the right to or will receive notifications of breaches of his or her unsecured PHI.

**Right to Request Restrictions**. You have the right to request a restriction or limitation on the health information we use or disclose about you. For example, you could ask that we not share information with an insurance company, in which case you would be responsible to pay in full for the services provided. While you are in treatment, a written request should be made with your therapist. To request a restriction after therapy is completed, you must make your written request to the Privacy Officer of the Institute. We are not required to agree to your request, but we will consider the request very seriously. If we agree, we will abide by our agreement unless the information is needed in an emergency or by law.

**Right to Request Confidential Communications**. You have the right to request that we communicate with you about health matters in a certain way or at a certain location. For example, you may ask that we contact you only by mail or at work. You must make this request in writing and it must specify the alternative means or location that you would like us to use to provide you information about your health care. We will make every attempt to accommodate reasonable requests.

**Right to Obtain a Paper Copy of this Notice**. You have the right to receive a paper copy of this notice and any amended notice upon request. Copies will be available at the reception desks or lobbies at each Institute site. You may also obtain a copy of this notice at our web site, <a href="www.family-institute.org">www.family-institute.org</a>.

Any other uses and disclosures not set out in the information above will be made *only* with your written authorization. You may revoke a written authorization for release of information at any time. The revocation must be in writing and will become effective when it has been received by the Medical Records Department of The Family Institute, and will only be for disclosures not already completed.

We reserve the right to change our privacy practices provided such changes are permitted by applicable law. Before the effective date of a material change, however, we will change this Notice and make a new Notice available to you at the reception desks or lobbies at each Institute site and on our web site. Beginning April 14, 2003, we are required to abide by the terms of Notice.

#### **QUESTIONS AND COMPLAINTS**

If you believe your privacy rights have been violated, you may file a complaint with us, or you may file a complaint with the U. S. Department of Health & Human Services. To obtain additional information, or to file a complaint with us, contact the Privacy Officer at (847) 733-4300. **We will not retaliate in any way if you choose to file a complaint**.