

SERVICE AGREEMENT/ CONSENT FOR TREATMENT

Staff Practice

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 be aware that children under 12 years old cannot be left alone in waiting rooms. If your children are not participating in your session, please plan for their care.

TERMS OF AGREEMENT:

I. SERVICES: Services may include, but are not limited to, family, couple, individual and group therapy, as well as psychological testing, school consultation and other diagnostic services as recommended by the clinician. Services may also include the participation of parents/guardians and other significant family members, when appropriate. You or your clinician may suggest other kinds of services (non-direct) outside the scope of normal therapy that would be billable separately such as school visits, court appearances, phone consultations, writing or reviewing letters, reports, etc. Recommendations for treatment are first discussed with and approved by clients. Family Institute clinicians often work with multiple members of the family in different modalities (e.g., individual, couple, or family therapy) and may consult with each other and share information in order to provide effective and coordinated care. (1) When multiple clinicians are seeing different family members, the clinicians will secure your written consent before sharing information. (2) Clinicians may share information with supervisors without your consent. (3) Clinicians can share de-identified information without your consent. (4) If you are in couple or family therapy, information provided separately by those participating is shared among members participating in that type of treatment at the therapist's discretion and without your written consent. Treatment length will be evaluated based on progress towards mutually agreed upon goals for therapy.

Client initials: _____

II. FEES & INSURANCE: Clients are expected to pay all fees at the time of service.

Clients are expected to keep a saved payment method on file to ensure any client responsibility is paid timely. If you wish to change your payment method, you can update this with our team at any time. If your credit card should decline, you will be notified by our team and are expected to update this information.

If clients become delinquent in payment of fees, The Family Institute may suspend or terminate treatment. Unpaid bills are turned over to collections agency after an appropriate attempt to collect.

Fees for Staff Therapy: Your clinician's hourly fee was discussed with you at the time of scheduling your appointment. Please note your financial responsibility will vary based on the exact services provided, your use of insurance, your clinician's insurance status, etc.

Regarding Use of Insurance: Not all therapists at The Family Institute are providers for all health insurance plans. Some TFI therapists are in-network with BCBS PPO and BCBS BlueChoice, while others are not. Some TFI therapists are Medicare providers, while others are not. Even with the use of insurance, clients will likely have some financial responsibility including any services not covered by insurance, e.g., co-payments, deductibles, uncovered and ineligible services and all charges for services provided over the maximum allowable benefit for the year. We encourage clients to contact member services at their insurance company regarding their benefits prior to the first session so they are aware of what may or may not be covered.

If you do not have BCBS PPO, BCBS Blue Choice, or Medicare, all other insurance policies are considered out of network. Please be aware that having an out of network insurance means - we are not participating members of your health insurance company and/or your policy, there will be no coverage and fees are expected to be paid up front at the time of service.

Medicare: Clients with Medicare as their primary insurance and Blue Cross Blue Shield as their secondary must see a Medicare provider to utilize their benefits. Clients are responsible for checking their eligibility and benefits prior to their first session including making sure their provider accepts Medicare.

Self-Pay Providers: If you are seeing a non-insurance provider and you are a Blue Cross Blue Shield member, you will be considered a self-pay client and payment will be expected to be paid in full at the time of service. The Family Institute will provide out of network courtesy billing for self-pay clients with certain insurances. This means clients will pay for services in full and our team will submit claims to your insurance and ask them to reimburse you directly if your policy allows for that.

Fees for services (non-direct) outside the scope of normal therapy are billable separately at the clinician's regular fee in 10-minute increments. These may include school visits, court appearances, phone consultations, email correspondence, writing or reviewing letters, reports, etc. These charges are not typically reimbursed by insurance. It is recommended that you discuss with your therapist their approach to handling such charges, and the type of non-direct services that are likely to occur during the course of your work together.

Client initials: _____

III. APPOINTMENT CANCELLATION POLICY: Charges apply for psychotherapy appointments canceled (or changed) with less than 24 hours' notice. Extenuating circumstances are considered when appropriate. However, insurance benefits do not cover cancellation charges.

Client initials: _____

IV. CONTACTING CLINICIANS: Clients may leave confidential messages for their clinicians utilizing the Patient Portal or the voice mail system of The Family Institute at any time. The Family Institute does not provide after hours or emergency services. In case of emergencies, please call 9-1-1 or go to the emergency room.

V. 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 consequence to declining to participate in any proposed research.

VI. ELECTRONICALLY FACILITATED PSYCHOTHERAPY / TELETHERAPY: 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.

At this time most teletherapy services are being covered by insurance policies as they are treated similarly to in-person visits. However, coverage for teletherapy is not guaranteed and is subject to change by your insurance carrier. Therefore, if your plan does not cover teletherapy and you choose to use these services, you agree to be wholly responsible for the cost of these services, which will be billed at the usual rate for your therapist's time. 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.

VII. 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.

VIII. AUDIO AND VIDEO RECORDING: Staff clinicians may wish to record sessions. **Audio and video recordings may be reviewed by the clinician and/or their supervisor to assure high quality of care. Audio and video recordings are considered protected health information and will not be used or shown outside of clinician / supervisor review without the client's written consent. Once they have been reviewed, they are deleted.**

I/We grant permission to The Family Institute to make video and/or audio tape recordings with me/us and my/our family for *supervision or clinical consultation*. I/We will always be notified when tapes are being made, and I/we may refuse video and/or audio taping of interviews at any time.

Client initials: _____

IX. 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.

Client initials: _____

X. 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.

Client initials: _____

XI. NOTICE OF PRIVACY PRACTICES: By signing, 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 initials: _____

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. A signature is required from the parent or guardian(s) who has legal responsibility for medical decisions for children in treatment. By signing this document, I consent that I have the legal authority to make medical decisions and consent to treatment at The Family Institute for my child.

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.

Signature of Client (age 18 or older) or Parent/Guardian:

Printed Name: _____

Email: _____

Signature:

Signature of Minor Client (age 12 to 17):

Printed Name: _____

Email: _____

Signature:

THE FAMILY INSTITUTE AT NORTHWESTERN UNIVERSITY

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 clinician may have access to your name or other basic information, but the clinician 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.

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, www.family-institute.org.

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.**
