

OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

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This form provides you (patient) with information that is in addition to that detailed in the Notice of Privacy Practices.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (patient's) written authorization, except where disclosure is required or permitted by law or court ordered. Most of the provisions explaining when the law requires disclosure were described to you in the Notice of Privacy Practices that you received with this form.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; and where a client presents a danger to self; to others, to property, or is gravely disabled (for more details see Notice of Privacy Practices form).

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by court order and subpoena. In couple and family therapy, unless different family members are seen individually, confidentiality and privilege may not apply between the couple or among family members. A separate psychotherapy record may be kept when individuals within a couple or family are seen. In that case, confidentiality and privilege may apply. Disclosure may still be required pursuant to court order and subpoena. Mr. Smith will not release records to any outside party unless he is authorized to do so by all adult and minor family members 12 years of age and older who was part of the treatment or is required or permitted by law, or pursuant to court order.

Emergencies: If there is an emergency during our work together, or in the future after termination, where Mr. Smith becomes concerned about your personal safety, the possibility of your injuring someone else, or about you receiving proper psychiatric care, he will do whatever he can within the limits of the law, to prevent from injuring yourself or others, and to ensure that you receive the proper medical care. He may need to take action to notify the proper authorities or take appropriate steps to secure treatment for you. For this purpose, he may contact the person(s) whose name(s) you have provided on the Face Sheet, a person whom might be harmed, your physician(s), or local government emergency personnel.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Mr. Smith will only disclose the minimum necessary information to the carrier. Unless authorized by you explicitly Psychotherapy Notes, if used, will not be disclosed to your insurance carrier. Mr. Smith has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature. I want to inform you that I prefer not to go to court or to take depositions. If ordered by a court, I do have to disclose any information that is requested.

Telephone & Emergency Procedures: If you need to contact Mr. Smith between sessions, please leave a message on his voice mail and your call will be returned as soon as possible. Mr. Smith checks his messages throughout the day until 8 p.m. If an urgent situation arises, please indicate it clearly in your message. You may also call Mr. Smith on his cell phone at (847) 363-5845. If you do not hear from Mr. Smith in 10 minutes, try calling him again on his cell phone. If you are experiencing a medical emergency, call (911), your physician or psychiatrist, or go to the closest hospital emergency room.

Payments & Insurance Reimbursement: Patients are expected to pay the standard fee of \$100.00 per 50 minute session, deductibles and co-payments at the end of each session unless other arrangements have been made. Mr. Smith will directly bill your insurance, EAP or other third party payor upon request for no additional charge. Telephone conversations, site visits, report writing, consultation with other professionals, release of information, longer sessions, travel time, etc. will be charged at \$100.00 per hour or at a minimum of \$25.00 per each 15 minutes unless indicated and agreed otherwise. These services are not covered by insurance. Please notify Mr. Smith if any problem arises during the course of therapy regarding your ability to make timely payments. Patients who carry insurance should remember that professional services are rendered and charged to the patients and not to the insurance companies. For insurances that Mr. Smith is not contracted, Mr. Smith will provide you with a receipt, which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section **Health Insurance & Confidentiality of Records**, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems which are the focus of psychotherapy, are reimbursed by insurance companies. You must be given a psychiatric diagnosis in order for medical insurance to reimburse for services rendered. In most cases, marital and couples therapy are not reimbursed by insurance. If you want your spouse or partner to participate in your treatment, they may do so. In that case, the medical insurance may be billed as individual or family therapy for your session. It is your responsibility to verify the specifics of your coverage. Any uncovered amount is your responsibility.

Mediation: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall be referred to mediation. The mediator shall be neutral third party chosen by agreement of Mr. Smith and patient(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Mr. Smith can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees.

Discussion of Treatment Plan: Within a reasonable period of time during or after the initial session of treatment, Mr. Smith will discuss with you (patient) his working understanding of the problem(s), therapeutic objectives, treatment plan, and his view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, Mr. Smith's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition, and their risks and benefits. If you could benefit from any treatment that Mr. Smith does not provide, he has an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings, Mr. Smith will assess if he can be of benefit to you. If he believes that he cannot benefit you, he will give you a number of referrals that you can contact. If at any point during psychotherapy, Mr. Smith determines that he is not effective in helping you reach the therapeutic goals, he is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, he would give you a number of referrals that maybe of help to you. If you request it and authorize it in writing, Mr. Smith will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Mr. Smith will assist you in finding someone qualified, and, if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, he asks that you contact him to discuss this in person.

Dual Relationships: Dual relationships are inappropriate and unacceptable in any manner. Any relationship other than professional therapist/patient relationship is unacceptable.

Cancellation: Since scheduling of an appointment involves reservation of time specifically for you, a minimum of 24 hours (one day) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. **Insurance companies do not reimburse for late cancellation or missed sessions.**