



Deanna K. Weiss, Psy.D.

Licensed Clinical Psychologist

18 S. Fifth Street, Suite 202, Geneva, Illinois 60134

Office: **630-355-5280** | cpsychservices.com

Informed Consent

Welcome. Clinical Psychology Services, Ltd. provides mental health assessment and psychotherapy services to individuals. This document contains important information about Clinical Psychology Services Ltd.'s professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act ("HIPAA"), a federal law that provides privacy protections and patient rights about the use and disclosure of the patient's Protected Health Information ("PHI") for the purposes of treatment, the Illinois Mental Health and Developmental Disabilities Confidentiality Act ("IMHDDCA"), a state law that provides privacy protections for a patient's mental health records and communications, payment and Clinical Psychology Services Ltd.'s health care operations. Although this document is lengthy, it is especially important that you understand it. When you sign this document, you consent to participate in mental health services/therapy and your signature below will also represent an agreement between Clinical Psychology Services, Ltd. and you. We can discuss any questions you have when you sign it, or at any time in the future. You may revoke this agreement in writing at any time. That revocation will be binding unless Clinical Psychology Services, Ltd. has taken action in reliance on it (e.g., if there are obligations imposed on Clinical Psychology Services, Ltd. by your health insurer in order to process or substantiate claims made under your policy or if you have not satisfied any financial obligations to Clinical Psychology Services, Ltd. that you have incurred).

Clinical Psychology Services, Ltd., will generally develop a comprehensive psychotherapy plan, which will be modified regularly depending on your needs and progress of services provided. Should a higher level of care be indicated, Clinical Psychology Services, Ltd. will work with you to achieve the most appropriate level of care and, if appropriate, refer you to a therapist, agency, or facility that is able to provide the individual with a level of service appropriate to their needs.

You will receive a separate HIPAA document, which is also available in the waiting room, and which provides you with a Notice of Privacy Practices ("the Notice") 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 we have provided you with this information.

CONFIDENTIALITY

The laws of the State of Illinois require that most issues discussed during the course of a mental health assessment or therapy with a psychotherapist remain confidential. These laws permit you, the patient, to waive the privilege of confidentiality by signing an authorization to release your confidential mental health records or communications. However, the release of a patient's confidential records and communications may be required in situations of suspected child abuse, suspected elder abuse, potential harm to oneself or others, and in instances where a court may subpoena records. If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit disclosure to only what is necessary. During therapy, you may always request that some information be discussed with another person (e.g., your physician, spouse/partner, children, parents, attorney, etc.). If you choose to have your mental health records or communications communicated to another individual, please ask for an authorization to release information form. If Clinical Psychology Services, Ltd. believes it will be useful to you to discuss your progress or situation with another person (e.g., your physician or private provider), you will be asked for your written permission to do so.

Please be aware that there are certain situations in which no authorization is required (e.g., Clinical Psychology Services, Ltd.'s administrative staff, in consultation with other mental health professionals, as required by health insurance agencies, with Clinical Psychology Services, Ltd.'s legal counsel).

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, this information is protected under the psychologist-patient privilege. Clinical Psychology Services Ltd. cannot disclose any information without a valid, mental health compliant subpoena accompanied by either a court order or a release of information from the recipient of mental health services. If you are involved in or are contemplating litigation, you should consult with your attorney. Please also see the below paragraph regarding family law matters.

It is important that we discuss any questions or concerns that you may have now or at any time in the future regarding confidentiality. The laws governing confidentiality and disclosure of mental health records and communications can be quite complex. In situations where specific advice is required, Clinical Psychology Services, Ltd. may seek formal legal consult, as necessary.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements, as each patient is supported to walk through the process in a manner that works best for their own individual development. Psychotherapy is a collaborative process between the clinical psychologist and the patient, and requires involvement, honesty, and willingness to be open to methods that can support growth in thoughts, feelings, behaviors, and/or interpersonal relationships. There are many different therapeutic approaches that Clinical Psychology Services might draw upon as we discover the best way to deal with the concerns that you hope to address. The methods Clinical Psychology Services, Ltd. uses will be based on the presenting problems of the patient, evidence-based practices, and the therapist's experience and judgment as a trained and licensed practitioner. We will discuss these methods together and questions and ideas about them are always a part of the therapeutic process. Psychotherapy is not like a medical doctor visit; instead, it calls for an active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. This process can facilitate positive outcomes and lend itself to a number of benefits to you including full or partial resolution of the concerns that bring you to therapy, better relationships, solutions to specific problems, and significant reductions in feelings of distress. Each person's experience will be different.

We will discuss how frequent our meetings will be held and we will check in as we go about areas of progress. Your therapist will support your therapeutic experience when skills are easy to build upon, when there are positive issues to review, and also when therapy involves discussing unpleasant aspects of your life, which can bring up uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Despite our best efforts, there are no guarantees about what will happen or what the outcome of your psychotherapy will be.

SESSIONS

Therapy sessions will be typically held on a weekly or bi-monthly basis. Additional appointment times can be arranged on an "as needed" basis. A "therapy hour" is considered to be 60-minutes in duration and may be referred to as a "clinical hour." An initial assessment will typically last between 2 to 4 sessions. During this time, we can both decide if your therapist is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your therapist will usually schedule one 60-minute session (one appointment hour of 60 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Please arrive on time as you use your own time when you arrive late for an appointment. If you are late, your appointment time will not be extended. The number and frequency of sessions are determined based on what is clinically necessary and may be affected by insurance coverage and client and therapist availability. Regular and consistent sessions are necessary for effective therapy.

Once an appointment hour (in-person or telemental health) is scheduled, it has been set aside for you and will not be available for anyone else. Therefore, it is the policy of Clinical Psychology Services, Ltd. to charge the full fee for appointments (in-person or telemental health) which are missed or not canceled with a minimum of 24-hour notice via telephone at: (630) 355-5280. Please be aware that Monday appointments (in-person or telemental health) need to be canceled by 9:00 a.m. on the Friday prior. In some instances, Clinical Psychology Services, Ltd. has contracted rates with certain insurance carriers, which are less than your therapist's usual fee. In this case, the charge will be for the full contracted rate, rather than whatever co-pay you may have. **It is important to note that insurance companies do not provide reimbursement for canceled or missed appointments and that you are responsible for the payment in full for any missed appointments (in-person or telemental health).**

TELEMENTAL HEALTH

Clinical Psychology Services, Ltd. offers telemental health for its patients. Telemental health is the practice of delivering mental health treatment/therapy via HIPAA compliant technology assisted media or other electronic means between your therapist and you when we are located in two different locations. By signing this form below, you are acknowledging the following risks and benefits in the use of telemental health services and are further agreeing to release Clinical Psychology Services, Ltd. from any liability for any inconveniences or adverse outcomes that are the resulting consequences of the use of telemental health services:

- Telemental health is a voluntary service and you may withdraw your consent at any time;
- There are potential benefits of videoconferencing when a provider recommends that this mode of service may be clinically appropriate, which include, but are not limited to, convenience, obtaining an effective and safe method of communicating during the COVID-19 pandemic that address concerns related to the spread of the virus, and the receipt of mental health care services when other situations make in-person care unreasonable;
- There are potential risks of telemental health services including, but not limited to, the disruption of services if the technology glitches or malfunctions (i.e., computer/camera/speaker/Internet issues), and any resulting impairment in the process of assessment and delivering services because of such malfunction. This mode of service may also make an arrangement for emergency care more difficult to manage if your therapist believes you are experiencing a crisis. For this reason, you agree to provide your location in case of emergency and to provide an emergency contact person listed here. This person will only be contacted in a life-threatening emergency and will only be contacted in order to go to your location or to take you to the hospital in the event of an emergency;

EMERGENCY CONTACT:

TELEPHONE NUMBER:

- Confidentiality still applies for telemental health services. You agree that you will not record, video or screenshot the session and understand that your therapist likewise will not do so;
- You agree to use the telemental health care platform selected for your virtual sessions and understand that your therapist will explain how to use it;
- You agree to use a webcam, smartphone, or computer with a camera and microphone for each telemental health session;
- You agree that you will be participating in the telemental health session from somewhere within the State of Illinois;
- You agree to be in a quiet, private space that is free of distractions including, but not limited to, cell phone or other devices, during each and every telemental health session;
- You agree that a secure Internet connection will be used and that you will not use public/free Wi-Fi for the telemental health session;
- If you are having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telemental health services are not appropriate and a higher level of care is required;
- If we encounter technical difficulties resulting in service interruptions during the telemental health session, we will end and restart the session. If we are unable to reconnect within ten minutes, please call your therapist at: **(630) 355-5280** to discuss since we may have to reschedule;
- If your therapist, you, or we mutually recommend that telemental health services are no longer appropriate for you, then in-person sessions can resume.

PROFESSIONAL FEES

The fees of Clinical Psychology Services, Ltd. are usual and customary for the services provided to its patients. Please understand that payment of your bill is considered part of your treatment. Your clear understanding of the financial and practice policies is important to our professional relationship. Please discuss the fees with your therapist should you have any questions about this.

- The hourly fee is \$250.00 for initial assessment sessions.
- Subsequent 60-minute sessions are charged at the rate of \$180.00 (for individual sessions) and \$200.00 (for family sessions).

In addition to charges for therapy services/sessions, you will be charged for all time spent on your behalf, the therapist's time spent preparing reports, reading letters and documents, consultations, travel time for "out of office" services (including, but not limited to, depositions and/or court appearances, and/or attendance at meetings), and telephone calls. The fees charged will be prorated at the fee structure above (\$180.00 for individuals and \$200 for families). If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all professional time (i.e., preparation, travel time, consultation with the therapist's attorney, communications with your or another party's attorney, testimony) even if your therapist is called to testify by another party. Because of the difficulty of legal involvement, Clinical Psychology Services charges \$350.00 per hour for any legal proceeding (administrative, legislative, criminal, or civil). A copying fee of \$.35 cents per page for records requests is customary.

BILLING AND INSURANCE

If your therapist is not an in-network provider for your insurance, you will be expected to pay for each session at the time it is held, unless we agree otherwise. If your therapist is an in-network provider of your insurance network, then Clinical Psychology Services, Ltd. will bill your insurance company directly. Co-pays and/or charges not covered due to unmet deductibles are due at the time of each session. You must keep Clinical Psychology Services, Ltd. informed immediately regarding any changes to your insurance if Clinical Psychology Services is billing to your plan on your behalf. Although your insurance company may authorize services, payment is not guaranteed. Ultimately, you will be responsible for the cost of all services provided which are not reimbursed by your insurance provider for whatever reason they are not covered. It is your responsibility to inform your therapist of any changes in your coverage if you are using insurance. It is also your responsibility to be aware of the details of your insurance pertaining to mental health coverage. It is especially important that you find out exactly what mental health services your insurance policy covers. 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. Payment schedules for other professional services will be agreed upon when they are requested.

You should also be aware that most insurance companies require you to authorize Clinical Psychology Services, Ltd. to provide them with a clinical diagnosis. Sometimes, additional clinical information, such as treatment plans or summaries, must be provided. This information will become

part of the insurance company files and will probably be electronically stored. Though all insurance companies claim to keep such information confidential, Clinical Psychology Services has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank.

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. It may be necessary to seek approval for more therapy after a certain number of sessions. This requires Clinical Psychology Services, Ltd. to provide information regarding your condition, progress made, plans for treatment, and anticipated end point to a representative of the insurer or managed care entity who, based on this, determines whether or not and to what extent additional sessions will be authorized. Some managed-care plans will not allow Clinical Psychology Services, Ltd. to provide services to you once your benefits end. If this is the case, Clinical Psychology Services, Ltd. will refer you to another provider who will help you continue your psychotherapy.

Please confirm with your insurance carrier that telemental health services will be reimbursed. If they are not reimbursed, you will be responsible for full payment. Please note the telephone communication is often not covered under telehealth by insurance carriers. Clinical Psychology Services, Ltd. suggests you speak with your insurance carrier to obtain a clear understanding as to what will and will not be covered.

Failure to keep payments current may result in termination of mental health services. If payment is not received from the insurance carrier or any other responsible third party within 60 days, the outstanding balance will be transferred and billed to you directly. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, Clinical Psychology Services, Ltd. has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information released regarding a patient's psychotherapy is their name, the nature of services provided, and the amount due.

DIVORCE/SEPARATION AGREEMENT

When Clinical Psychology Services, Ltd. provides services to individuals, children, or adults, of families experiencing separation or divorce, the purpose is to aid the patient whom Clinical Psychology Services, Ltd. is seeing throughout the challenges inherent with these trying circumstances, not to become a witness in the proceedings. Your therapist will not participate in nor provide opinion in any custody arrangements, visitation/parenting time schedules, or other family court matters. Please see the Clinical Psychology Services, Ltd. Safe Harbor Agreement Form.

MINORS

In order to authorize mental health services for your child, you must have either sole or joint legal custody of your child. It is the policy of Clinical Psychology Services, Ltd. to obtain the consent for initial assessment and therapy of a minor from both parents in order to assist the therapeutic process. Although it is customary to meet with parents and, at times, other family members during the course of therapy with a minor, please be aware that at all times, your child is the identified patient of the services.

Therapy is most effective when a trusting relationship exists between the therapist and the patient. For this reason, it is the policy for Clinical Psychology Services, Ltd. to complete a Safe Harbor agreement with a minor patient and their parents to outline the importance of privacy and cooperation regarding communication about therapy. Patients under 12 years of age and their parents should be aware that Illinois law allows parental examination of their child's treatment records. Parents of children between 12 and 17 cannot examine their child's records unless the child consents and unless the therapist finds there are no compelling reasons for denying the access. Even if the child between the ages of 12-17 objects, or if the therapist finds there are compelling reasons for denying parental access, parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed.

Clinical Psychology Services, Ltd. and its therapists are bound by the guidelines and ethics of the mental health profession and Illinois law to waive the privilege of confidentiality if the therapist feels that the child/adolescent is in danger or is a danger to someone else. In this circumstance, the therapist will notify the parents and any other potential authorities of the therapist's concern. Before giving parents any information, the therapist will discuss the matter with the child/adolescent, if possible, and discuss any concerns or objections that the child/adolescent may have.

ENDING THERAPY

The length of your treatment and the timing of the eventual termination of treatment depends on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination in collaboration with Clinical Psychology Services. You may discontinue therapy at any time. If you or if Clinical Psychology Services, Ltd. determines you are not benefitting from treatment, either you or Clinical Psychology Services, Ltd. may elect to initiate a discussion of your treatment alternatives and/or notify you of intention to terminate. In the unfortunate circumstance that you have an outstanding balance with Clinical Psychology Services, Ltd. and you do not enter into an agreement to resolve the payment of the outstanding balance with Clinical Psychology Services, then Clinical Psychology Services, Ltd. will initiate termination. If possible, upon termination, your therapist will attempt to provide you with appropriate referral sources.

CONTACTING ME

Your therapist is often not immediately available by telephone. While your therapist is usually in the office between the hours of 9 a.m. to 5 p.m., your therapist will likely not answer the phone when with a patient. When your therapist is unavailable, the telephone is answered by a confidential voicemail that is checked frequently or by the front desk staff who know where to reach your therapist. Your therapist will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform your therapist of some possible times when you will be available. Please remember that your therapist is an outpatient provider and not an intensive care provider. If you are unable to reach your therapist and feel that you cannot wait for a return call, contact your physician or the nearest emergency room and ask for the psychologist or psychiatrist on call, or dial 911. Because e-mail and texting are inherently insecure, these modes of communication are not allowed. Please note that the regular use of e-mail or texting is not HIPAA compliant and does not meet the ethical standards of therapists in the State of Illinois. Your therapist reserves the right to charge a fee, prorated to your usual fee, for telephone conversations with you or with any third party regarding you (with your consent) that last longer than 5 minutes. These charges may not be covered by insurance.

Your signature(s) below indicates that you have read the information in this document, agree to abide by all of its terms during our professional relationship.

Signature of patient

Date

Signature of parent or other responsible party

Date

Signature of therapist

Date