

Youth Services of Glenview/Northbrook Treatment Agreement

Welcome to Youth Services of Glenview/Northbrook. This treatment agreement contains important information about our professional services and business policies. Please read this document carefully and keep it for your records. Please ask us our clinical staff any questions you have about the information contained in this agreement, and we will do our best to answer them.

Therapy and the Therapeutic Relationship

We view therapy as a partnership between the client and therapist. Therapy can offer clients support and help them identify problems and areas of growth, set goals, and develop solutions for positive change and coping. Therapy requires active participation, both during and outside of session. Although there is no guarantee as to the results of therapy, therapy has been shown to have many benefits, including reduced feelings of distress, improved coping skills, more meaningful relationships, and clarity of personal values and goals. As with any meaningful reflection or change, therapy also carries potential risks. Because the therapeutic process requires you to reflect on your thoughts, feelings, behaviors, and relationships, it can at times lead to uncomfortable feelings such as sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Therapists will assist clients in processing these experiences, this may also include the use of screeners or assessment tools. After therapy begins, clients have the right to withdraw consent to therapy at any time, for any reason.

As professionals, we will follow the rules and standards set forth by our professions and the law which put limits on the relationship between a therapist and a client. This means that while we might discuss many aspects of a client's life, we cannot offer professional guidance beyond that of mental health (e.g., law, medicine, finance, or any other professional areas). Following our professional rules and standards also means that we cannot have any role in a client's life besides that of their therapist (such as a business relationship, friendship, or any other non-therapeutic relationship). When appropriate, we may refer clients/their guardians to visit or seek out another professional for additional support, evaluation, or treatment (e.g., a psychiatrist, psychologist, occupational or speech therapist, etc.).

Privacy, Confidentiality, and Client Rights and Access

We treat clients' personal information and the information shared with us with great care. It is a client's legal right that their identity, the therapeutic services they receive, communication between them and their therapist, and therapeutic documentation about their treatment are all kept private. That is why we may ask clients/their guardians to sign a consent form that allows us to exchange information with a specific person in the client's life (e.g., their school, psychiatrist, physician, among others) before we can share information about them or their treatment.

In some specific situations, however, we may release relevant information without a client's/guardian's authorization:

- <u>Insurance</u>: An insurance company will sometimes ask for more information on symptoms, diagnoses and/or a therapist's treatment methods. Please understand that we have no control over how these records are handled at the insurance company. Our policy is to provide only as much information as the insurance company will need to pay benefits.
- <u>Legal</u>: Instances include when an overdue fee collector requires information, when a client is involved in a court proceeding and a court order is issued, when a government agency is requesting information for health oversight activities, or when a client files a complaint or lawsuit (in order to defend the clinician), or when a client files a worker's compensation claim.
- Quality of Services: To provide high quality therapy, Youth Services' clinical staff participates in consultation with their colleagues and clinical supervisors, who are also legally obligated to uphold client privacy. Youth Services is a training facility for doctoral, master, and bachelor-level students. Therefore, the students may be asked to present data or report drafts in a supervisory seminar. All data or drafts presented will be un-identified (i.e., will contain no identifying information). Additionally, the use of audio recording (which must first be agreed to through written consent from the client and guardian) may be used solely for the purposes of clinical supervision. Any content of the recorded interview will be maintained as confidential, and all recordings will be erased or destroyed after their use for supervision.
- Administrative and Billing: In order to fulfill functions such as scheduling, billing, and quality
 assurance, clinical staff share relevant protected information with administrative and billing
 staff. These staff members have been given training about protecting client privacy and have
 agreed not to release any information outside of the practice without the permission of a
 clinical staff member.

Additionally, there are some unusual situations in which we are legally obligated to take action in which we may need to reveal some information about a client and their treatment:

- <u>Harm to Self and/or Others</u>: If a client makes a serious threat to harm themselves and/or another person, the law requires your therapist to try to protect the client and/or the other person. This usually means telling parents/guardians about the threat.
- <u>Abuse and/or Neglect</u>: If a therapist believes an individual has been and/or will be abused and/or neglected, they are legally required to report this to the appropriate authorities.

For more information on patient privacy and rights, please refer to the Health Insurance Portability and Accountability Act (HIPAA), which is federal legislation that dictates privacy protections and patient rights, including the use and disclosure of your Protected Health Information (PHI): http://www.hhs.gov/hipaa/.

Appointments and Access to Clinicians

An appointment is a commitment to our work. We ask that you keep your appointment and arrive on time as arriving late for and/or canceling appointments can delay the therapeutic process. If you miss an appointment or cancel a session with fewer than 24 hours' notice, our policy is to charge for this

session, and we reserve the right to do so. Please note that insurance companies do not typically reimburse for missed appointments or late cancellations, and so the cost will likely be passed on to the client/guardian.

Clients and families are welcome to wait in our lobby, but we are unable to provide supervision for minors in the waiting room and cannot accept responsibility for their safety if left unattended. Guardians will be held responsible for any property damage caused by unattended minors.

Because Youth Services is an outpatient agency, our therapists will not be able to be available at all times. Clients/guardians can always leave a message on their therapist's voicemail, and the therapist will return calls as soon as they are able to. If you experience an emergency or crisis, please call 911 or go to the nearest emergency room for assistance.

Teletherapy Risks and Risk Management

Teletherapy is a category of telemedicine and refers to therapy sessions or other therapeutic services provided using interactive audio and/or visual communication remotely, such as videoconference or phone. Teletherapy provides the opportunity to engage in therapy without being in the same physical location, which can be helpful in ensuring that therapy clients receive support in cases where meeting in-person is not possible.

Similar to in-person therapy, there are some risks involved in engaging in teletherapy, related primarily to privacy and confidentiality. However, certain measures can reasonably reduce risk in these areas. Youth Services therapists and clients will work to manage associated risks in the following ways:

- <u>Space</u>: Your therapist will hold teletherapy sessions in a private space with reasonable certainty that no one can overhear any part of the therapy session. Clients are also encouraged to find a similar space for session. If you have concerns or difficulties finding a private space, please consult your therapist, who can help you problem solve to increase privacy.
- <u>Recording</u>: None of the teletherapy sessions will be recorded or photographed by your therapist without your written consent; similarly, you are asked not to record or photograph sessions without your therapist's written permission. In addition, please be sure to disable or turn off any devices that are voice-activated and can record without an individual's knowledge (e.g., home devices like Amazon Alexa or smart phones or watches).
- <u>Platform</u>: Some videoconference platforms used for teletherapy and communication are compliant with HIPAA, meaning that they have the capacity or agreement in place to ensure the privacy of Protected Health Information that is shared through use of videoconference, while other platforms (which may include but is not limited to Facetime, text messaging, Google Voice, and some levels of Google Meet or Zoom) are not HIPAA compliant and can't guarantee this privacy. Your therapist will make every effort to use a HIPAA-compliant video conferencing software for your therapy sessions. In cases where HIPAA-compliant software is not available or functioning properly for whatever reason, your therapist will discuss alternative, non-HIPAA-compliant audio-visual communication options to

have or complete session. Doing so involves the risk that the privacy of client PHI cannot be guaranteed.

COVID-19 Mitigation Procedures and Contagious Illness

Youth Services is committed to the health and safety of our staff and clients. We will continue to follow guidance from the Centers for Disease Control & Prevention to manage contagious illness, including COVID-19. As recommended by health authorities, we may change our policies related to masking, social distancing, and other mitigation strategies in response to changing community levels. You can find more information about COVID-19 Community Levels online here: https://dph.illinois.gov/covid19/data/community-level.html

If you are ill (with COVID-19 or another contagious illness), please do not come to the agency and contact your therapist as soon as possible. If you are feeling well enough, most sessions can be switched to telehealth to help prevent staff and other clients from being exposed to illness. If you or a resident of your home test positive for COVID-19, please let your therapist know so that your sessions can be moved to telehealth.

Professional Fees and Health Insurance

Clients/guardians are expected to pay for each session at the time it is held, unless we agree otherwise or unless your insurance coverage requires another arrangement. We charge for intake, individual and group therapeutic services, and other services (including but not limited to extensive telephone consultations with families/other professionals, hospital visits, and/or any court-related services). There is no charge for calls about appointments, billing, or similar business. We send paper statements for our services monthly to keep you updated of charges, payments, and your balance. For clients'/families' convenience, we offer the option for you to authorize Youth Services to charge your credit card for clinical services on a scheduled basis.

If you ever encounter a problem or error with our charges/billing, your insurance, or any other related matter, please bring it to your therapist's attention. If you think you may have trouble paying for services, please discuss this with your therapist so we can arrive at a solution.

Because Youth Services is staffed with licensed mental health professionals, many health insurance plans will help you pay for therapy and other services we offer. If your health insurance will pay part of your cost for service and you chose to use your insurance, Youth Services will process your insurance claims for you. However, please keep three things in mind:

• We have no role in deciding what your insurance covers. Your insurance company decides which, if any, of our services will be covered and how much Youth Services will be paid. You are responsible for checking your insurance coverage, deductibles, payment rates, copayments, and so forth. Your insurance contract is between you and your company; it is not between Youth Services and the insurance company. Because health insurance is written by many different companies, we cannot tell you what your plan covers. Please read your plan's booklet under coverage for "Outpatient Psychotherapy" or under "Treatment of Mental and Nervous Conditions," or call

- your insurer's office to determine your coverage.
- You, not your insurance company or any other person or company, are responsible for paying the fees we agree upon. If you ask us to bill a separated spouse, a relative, or an insurance company, and Youth Services does not receive payment on time, we will then expect this payment from you.
- If your insurance company contracts with managed care, decisions about what kind of care you need and how much of it you can receive will be reviewed by the plan. You must call your company first as it has rules, limits, and procedures that you should know before beginning therapy. Please send or bring your health insurance plan's description of services to your therapist, along with a copy of your insurance card so that we can discuss the matter further. In order to help you with any health insurance benefits, Youth Services will have to send information about you to your managed care company (if you have one) or to an agent of your insurance company.

Community Guidelines

While engaging in Youth Services programming or events, or using our space, we ask that everyone (clients, families, staff, volunteers, event attendees, and board members) adhere to our community guidelines, which are aligned with our values of trust, safety, connection, and compassion.

- 1) Practice respect for others.
- 2) Practice consent please don't touch other people's bodies or things without asking.
- 3) You are expected to keep your body safe and do your best to help others keep their bodies safe. Please be aware of risk and, if asked to stop a behavior, please follow directions.
- 4) Treat our materials and space with care.
- 5) Check-in with staff when you arrive, and please be aware of directions, closed doors, and signage indicating spaces that may be off-limits.
- 6) We practice nonpunitive responses to conflict and harmful behavior, and staff will attempt to de-escalate conflict to determine best next steps. When staff are present, they will determine if a call to emergency services is necessary. Please do not call the police to resolve a conflict except in cases of imminent risk of harm.
- 7) We work together to uphold these values and community guidelines; if you have concerns, questions, or need support, please reach out to a staff member.