



## SERVICE AGREEMENT AND INFORMED CONSENT

### **Who is According to Sykes?**

According to Sykes provides services to individual, families and communities seeking help repairing and deepening their relationships, resolving trauma, and working through difficulties in life, career, and relationship. As a practice, According to Sykes believes that collaborative, honest relationship between client and therapist leads to lasting change, even when that change takes a lot of courage. According to Sykes is committed to walking with you through the process.

### **Records**

Clients have the right to review and/or receive a copy of their records upon written request as outline by the HIPPA form. Records for couples and families require all involved persons to authorize any disclosure of records and are available for review by all persons involved in the therapy. The records of minors under age 12 are available for parental review. Some health insurance companies request copies of records and/or treatment summary/prognosis before issuance of reimbursement to clients; records will not be released to these parties without written authorization to release by the clients. Therapists are not liable for denial of reimbursement from insurance due to client's refusal to authorize this records release.

### **Cancellation Policy**

Your appointment time is reserved for you alone and 24 hours' notice is required when canceling an appointment. Unless of an emergency, the full fee for a session will be charged if canceling or missing an appointment occurs within 24 hours of the appointment.

### **Billing & Fee Policy**

Clients are expected to pay at the time of service. All non BCBS PPO clients will be provided with a receipt that may be submitted to his/her health insurance company for possible reimbursement. Clients assume responsibility for filing their own insurance claims, unless prior arrangements are made between a managed care/preferred provider service, the client, and the therapist.

Telephone contact, Skype therapy, and Telephone conference with other professionals involved in your treatment exceeding 10 minutes will be charged at the regular rate decided between you and your therapist and is not covered by insurance.

### **Confidentiality**

According to Sykes follows the guidelines outlined by state and federal laws and abides by the confidentiality policy of the National Association of Social Workers and the Illinois Department of Professional Regulation. Limits of confidentiality are outlined further in the HIPPA form.

### **Emergency**

If you are experiencing a crisis or emergency, you can reach me by phone, but I may not always be able to respond right away. If you are experiencing a life-threatening emergency, please go to the nearest emergency room. I should not be contacted via email or text for any emergencies.

### **Court Proceedings**

If you become involved in a divorce or custody dispute, I will not be able to provide evaluations or expert testimony in court. Due to our therapeutic relationship, what I say will seem biased in your favor and the testimony may affect our relationship/my relationship with your child.

**Sand Tray and Artwork**

All sand tray artwork created is confidential and the sole property of the participant. In order to keep records for reference, sand trays and artwork will be photographed digitally. By initialing below, you give permission to photograph and According to Sykes ensures that all confidentiality is used when photographing and storing artwork.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Email**

Please note that email is not guaranteed to be confidential. Please use email for business related, or logistical communications, and it is not recommended sharing any personal information during an email.

**Notice of Privacy Practices Acknowledgement**

I understand that, under the Health Insurance Portability & Accountability Act of 1996 (“HIPAA”), I have certain rights to privacy regarding my protected health information. I understand that this information can and will be used to:

- Conduct, plan and direct treatment and follow-up among the multiple healthcare providers who may be involved in that treatment directly and indirectly.
- Obtain payment from third-party payers.
- Conduct normal healthcare operations such as quality assessments and clinician certifications.

I have received, read, and understood your Notice of Privacy Practices containing a more complete description of the uses and disclosures of my health information. I understand that this organization has the right to change its Notice of Privacy Practices from time to time and that I may contact this organization at any time at the address provided to obtain a current copy of the Notice of Privacy Practices.

I understand that I may request in writing that you restrict how my private information is used or disclosed to carry out treatment, payment, or health care operations. I also understand that you are not required to agree to my requested restrictions, but if you do agree it will be in writing and you will be bound to abide by such restrictions.

I understand that I can revoke this consent for treatment at any time with written notice to the health care provider. By signing below, I attest that I have read the terms of this consent form, have been given an opportunity to ask questions, and been given a copy of the HIPPA Form by According to Sykes.

*It is required that all parents or guardians of minor children under age 12, who have legal custody, including joint custodial arrangements, consent to that child’s participation in therapy. It is also required that each child who is 12 years of age or older and is involved in treatment, must sign this agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Therapist: \_\_\_\_\_ Date: \_\_\_\_\_

## Notice of Policies and Practices to Protect the Privacy of Patients' Health Information

This notice describes how mental health information about you may be used and disclosed and how you can get access to this information. Please read it carefully.

### I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your *protected health information* (PHI), for *treatment, payment, and health care operation* purposes with your *consent*. To help clarify these terms:

- PHI - refers to information in your health record that could identify you.
- Treatment - is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
- Payment - Is when I obtain reimbursement for your health care. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- Health care operations - Are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business related matters such as audits and administrative services, and case management and care coordination.
- Use - Applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure - Applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.
- Authorization - is your written permission to disclose confidential mental health information.

### II. Uses and Disclosures Requiring Authorization

The following section describes different ways that I use and disclose mental health information. For each kind of use or disclosure, I will explain what I mean and give a possible example. Not every use or disclosure will be listed. However, I have listed all the different ways I am permitted to use and disclose mental health information. I will not use or disclose your mental health information for any purpose not listed below without your specific authorization. Any specific written authorization you provide may be revoked at any time in writing.

- For Treatment/Evaluation - I may use mental health information about you or your child to provide you with psychotherapy or evaluation services. I may disclose mental health information about you to your primary care physician if it is required by your insurance or managed care company. Also, I may disclose mental health information about you to a referring psychiatrist if you may require a psychotropic evaluation or medication. From time to time, it is helpful for us to consult with other professionals regarding your case. In such events, our consultants are also legally bound by the privacy practice policies.
- For Payment - I may use and disclose your mental health records for payment purposes. I may need to give your health insurance plan information about treatment you received at our practice so that your health plan will pay us or repay you for any services that you paid for. I may also tell your health plan about a treatment you are going to receive to get approval or to determine if your plan will pay for the treatment.
- I will also obtain an authorization from you before using or disclosing:
  - PHI in a way that is not described in this Notice

- Psychotherapy notes (notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your record.)
- PHI for marketing purposes

You may revoke all such authorizations of PHI at any time, provided each revocation is in writing. You may not revoke authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse - If I have reasonable cause to believe a child known to me in my professional capacity may be an abused or a neglected child, I must report this belief to the appropriate authorities.
- Adult and Domestic Abuse - If I have reason to believe that an individual (who is protected by state law) has been abused, neglected, or financially exploited, I must report this belief to the appropriate authorities.
- Health Oversight Activities - I may disclose PHI regarding you to a health oversight agency for oversight activities authorized by law, including licensure and disciplinary actions.
- Judicial and Administrative Proceedings - If you are involved in a court proceeding and a request is made for information by any party about your evaluation, diagnosis, and treatment, and the records thereof, such information is privileged under state law and cannot be released without your authorization or a court order. Information about all other psychological services is also privileged and cannot be released without your authorization or a court order. The privilege does not apply when you are being evaluated by a third party or when the evaluation is court ordered. You must be informed in advance if this is the case.
- Serious Threat to Health or Safety - If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is a clear, imminent risk of physical or mental injury being inflicted against another individual, I may make disclosures believed to be necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of physical or mental injury or death to yourself, I may make disclosures considered necessary to protect you from harm.
- Worker's Compensation - I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with the laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work related injuries or illness without regard to fault.

### **IV. Patient's Rights and Psychologist's Duties**

Patient's Rights:

- Right to Request Restrictions - You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request. For example, you have the right to restrict certain disclosures of Protected Health Information to a health plan if you pay out-of-pocket in full for the full healthcare service.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations - You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. Upon your request, we will send your bills to another address.)

- Right to Inspect and Copy - You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Upon your request, I will discuss with you the details of the request for access process. A reasonable fee for the costs of copying, mailing or other supplies associated with your request may be charged.
- Right to Amend - You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. Upon your request, I will discuss with you the details of the amendment process.
- Right to an Accounting - You generally have the right to receive an accounting of disclosures of PHI. Upon your request, I will discuss with you the details of the accounting process. I will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked me to make). A request for accounting of disclosures must be in writing. The first accounting within a 12-month period will be free; for additional accountings, I may charge for its costs after notifying you of the cost involved and giving you the opportunity to withdraw or modify your request before any costs are incurred.
- Right to a Paper Copy - You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.

Psychologist's and Marriage & Family Therapist's Duties:

- I am required by law to maintain the privacy of PHI and provide you with a notice of our legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice unless I notify you of such changes; however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you at your next contact. Written copies of notification can be provided.

**V. Questions and Complaints**

If you have any questions about this notice, please contact:

According to Sykes, LLC  
 1525 East 53<sup>rd</sup> Street – Suite 911  
 Chicago, IL 60615  
[www.accordingtosykes.com](http://www.accordingtosykes.com)

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, please contact me at (312)725-6136. You may also contact the Illinois Department of Insurance Consumer Assistance Hotline at 866-445-5364.

You may also send a written complaint to the Illinois Department of Professional Regulation. The contacts listed above can provide you with the appropriate address upon request.

**VI. Effective Date, Restrictions, and Changes to Privacy Policy**

This notice is effective April 14, 2003 and revised to reflected changes on February 10, 2014. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice in writing.