



MOSAIC THERAPY

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Confidentiality Statement

Confidentiality means that Mosaic Therapy Clinicians have a responsibility to safeguard information obtained during counseling. All identifying information about your assessment and treatment is kept confidential, except as mandated by law. You must sign a release of information before any information about you is given to anyone, except as mandated by law. In certain situations, mental health professionals are required by law to reveal information obtained during therapy to other persons or agencies without your consent. In such situations, Mosaic Therapy Clinicians are not required to inform you of these actions.

Please note the following exceptions to confidentiality:

- Confidentiality does not apply to cases of suspected abuse/neglect of children or the elderly.
- Confidentiality does not apply to cases of potential harm to self or others.
- a mental health professional may disclose confidential information in proceedings brought by a client against a professional.
- Confidentiality may not apply to cases involving criminal proceedings, except communications by a person voluntarily involved in a substance abuse program.
- Confidentiality may not apply in cases involving legal proceedings affecting the parent-child relationship.
- Confidentiality may not apply to cases involving a minor child. In such cases, the mental health professional may advise a parent, managing conservator or guardian of a minor, with or without minor's consent, of the treatment needed by or given to the minor.
- Insurance and managed care companies require personal identification information, diagnosis, symptoms, treatment goals, prognosis, evaluation of progress, and other information before reimbursement is considered. Such companies may also maintain the right to have a copy of your records.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) STATEMENT in compliance with the Confidentiality Act and Health Insurance Portability and Accountability Act of 1996 Mosaic Therapy is required by law to protect the privacy of your health information. Although your counseling record is the physical property of Mosaic Therapy the information contained in your health record belongs to you.

You have the right to:

- Request a restriction on certain uses and disclosures of your information
- Inspect and obtain a copy of your health record
- Amend your health record as provided by regulation
- Obtain an accounting of disclosures of your health information as provided by law
- Request communications of your health care information by alternative means or locations
- Revoke your authorization to use or disclose health information except to the extent that action has already been taken

Clients' Rights

To assure that a client's rights are protected and that all services provided to clients comply with the law, providers shall ensure that:

- a) A client's rights shall be protected in accordance with Chapter 2 of the Mental Health and Developmental Disabilities Code [405 ILCS 5].
- b) The right of a client to confidentiality shall be governed by the Confidentiality Act and the Health Insurance Portability and Accountability Act of 1996.
- c) Justification for restriction of a client's rights under the statutes cited in subsections (a) and (b) shall be documented in the client's record. Documentation shall include a plan with measureable objectives for restoring the client's rights that is signed by the client or the client's parent or guardian, the QMHP and LPHA. In addition, the client affected by such restrictions, his or her parent or guardian, as appropriate, and

any agency designated by the client pursuant to subsection (d)(2) of this Section shall be notified of the restriction and given a copy of the plan to remove the restriction of rights.

d) Staff shall inform the client prior to evaluation services and annually of the following:

- 1) The rights in accordance with subsections (a), (b) and (c);
- 2) The right to contact the Guardianship and Advocacy Commission and Equip for Equality, Inc. Staff shall offer assistance to a client in contacting these groups, giving each client the address and telephone number of the Guardianship and Advocacy Commission and Equip for Equality, Inc.;
- 3) The right to be free from abuse, neglect, and exploitation;
- 4) The right to be provided mental health services in the least restrictive setting;
- 5) The right or the guardian's right to present grievances up to and including the provider's executive director or comparable position. The client or guardian will be informed on how his or her grievances will be handled at the provider level. The provider shall maintain a record of such grievances and the response to those grievances. The executive director's decision on the grievance shall constitute a final administrative decision (except when such decisions are reviewable by the provider's governing board, in which case the governing board's decision is the final authority at the provider level);
- 6) The right not to be denied, suspended or terminated from services or have services reduced for exercising any rights;
- 7) The right to contact the public payer or its designee and to be informed of the public payer's process for reviewing grievances; and
- 8) The right to have disabilities accommodated as required by the American With Disabilities Act, section 504 of the Rehabilitation Act and the Human Rights Act [775 ILCS 5].

THE BENEFITS OF COUNSELING

One major benefit that may be gained from participating in counseling is the resolution of the concerns brought to therapy. Other possible benefits may be a better ability to cope with marital, family and other interpersonal relationships, and /or a greater understanding of personal goals and values.

THE RISKS OF COUNSELING

There are certain risks involved in counseling. You may experience a variety of negative emotions during therapy as you remember and therapeutically resolve unpleasant events. Seeking to resolve concerns between family members, marital partners, and other persons can similarly lead to discomfort as well as relationship changes that may not be originally intended. The greatest risk of counseling is that it may not by itself resolve your concerns. Mosaic Therapy clinicians will do their best to assess progress and provide referral to other sources if that is deemed necessary and appropriate. Psychotherapy is a collaborative process and the progress you make will depend in large measure upon your investment in the process.

PAYMENT OF FEES

All fees should be paid at the time the service is rendered. Cash, personal check, MasterCard, or Visa is welcome. Mosaic Therapy shall determine if there are any third party payers liable for treatment costs incurred by a Client and shall follow procedures for seeking payment from these parties and for calculating subsequent Medicaid charges as outlined in 89 Ill. Adm. Code 140. A third-party payer is any entity, other than the Client or Public Payer, with an obligation to the Client to pay for Part 132 services.

CANCELLATIONS

Cancellations must be made twenty-four hours in advance to avoid charge.

WRITTEN ACKNOWLEDGEMENT AND CONSENT TO COUNSELING

I have read and accept this agreement and herewith consent to counseling/psychotherapy/treatment with Mosaic Therapy.

Client Signature or Legal Representative

Date

Client Signature or Legal Representative

Date

Client Signature or Legal Representative

Date

Client Signature or Legal Representative

Date

Mosaic Therapy Clinician

Date