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## **What You Should Know about Managed Care and Your Treatment**

Your health insurance may pay part of the costs of your treatment, but the benefits cannot be paid until a managed care organization (MCO) authorizes payment. The MCO has been selected by the insurer your employer chose, not by you or me. The MCO sets some limits on us, and you need to know what these are before we go further.

### **Confidentiality**

If you expect to use your health insurance to help pay for psychotherapy, you must allow me to tell the MCO about your problem or problems and give you a psychiatric diagnosis. You must also permit me to tell the MCO about the treatment I am providing, about your progress during treatment, and about how you are doing in many areas of your life (your functioning at work, in your family, your social life, and in activities of daily living). I am not paid separately for collecting, organizing, or submitting this information, and I cannot bill you for these services. All of this information will become part of the MCO's records, and some of it will be included in your permanent medical record at the Medical Information Bureau, a national data bank. It is not open to the public, but it will be examined when you apply for life, disability, or health insurance, and it may be considered when you apply for employment, credit/loans, a security clearance, or other things in the future. You will have to release this information or you may not get the insurance, job, loan, or clearance.

All insurance companies and MCOs claim to keep the information they receive confidential, and there are federal laws about its use and release. Those laws apply to me as well as other laws and codes of ethics that are much stricter. If you are concerned about who might see your records now or in the future, we should discuss this concern more fully before we start treatment. You should evaluate your situation carefully in regard to confidentiality. For some people and some problems, extreme privacy of their communications to their therapist is absolutely essential to their working on their difficulties. For others, their problems are not ones that raise much concern over confidentiality and they are comfortable with the usual protections.

### **Treatment and Payment**

If I have a contract with your MCO, I am one of its providers, and so I am "in network" and must charge you the fee that the MCO and I have agreed to. You will pay me the full fee until your payments reach the yearly "deductible" of your health insurance. After that, you will pay me only the copay at each session.

I am not on all insurance panels, and it is possible that your insurance plan has coverage or benefits payable to providers who are "out of network." If so, it may be possible for me to negotiate a special fee arrangement between me and your MCO.

The MCO will review the information I send it and then effectively decide how much treatment I can provide to you. *The MCO can refuse to pay for any of your treatment, or for any treatment by me. Or it may pay only a very small part of your treatment's cost (because of deductibles, coinsurance, and copayments), and later it can prevent me from charging you directly for further treatment we agree to pursue.*

- The MCO may verify your eligibility for payment and then later decide that this was in error and require you (or me, if it paid me) to return the payments received (these are "retroactive denials").
- The MCO will almost always require you to see a psychiatrist for medication evaluations (and prescriptions), *whether you or I think this is appropriate.*
- It can set limits on the kinds of treatments I can provide to you by refusing to pay for them. It will decide which are not

“medically necessary.” The ones it authorizes may not be the best suited to your difficulties or in your long-term best interest, and it may not agree to pay for those that we might consider most beneficial.

- Not all services may be covered, including phone meetings, video conferencing, and sessions that are deemed medically unnecessary. If you request or agree to services that are not covered, you will be expected to pay for them, and we will sign an additional contract.
- The MCO will approve treatment aimed at improving the specific symptoms (behaviors, feelings) that brought you into therapy. It will usually not approve any further treatment, even if you and I believe it is needed to fully relieve your problems, or if we believe that undertreating your problems may prolong your distress or lead to relapses (worsening), or if we feel that more sessions will help you function much better than before.
- The MCO may stop its payments because it believes that you have made sufficient progress and no longer need treatment. If the MCO denies payment before either of us is satisfied about progress, we may also need to consider other treatment choices, and those may not be the ones we would prefer.
- When it does authorize our treatment, the MCO is likely to limit the number of times we can meet. Your insurance policy probably has a maximum number of appointments allowed for outpatient psychotherapy (per calendar or per policy year, and there may be a lifetime limit), or the limit may be in dollars, but the MCO does not have to let you use all of those.
- Even if we send all the forms and information to the MCO on time, there may be long delays before any decisions are made. This creates stressful uncertainty and may alter our earlier beliefs about the costs and nature of your treatment.
- We can appeal the MCO’s decisions on payment and number of sessions, but we can only do so within the MCO itself. We cannot appeal to other professionals, to your employer, or through the courts.
- This state does not have laws regulating MCOs’ decisions—that is, laws about the skills or qualifications of their staff members, about access to medical and psychological records by employers and others, or about the appeals process. These are all decided by each MCO.
- The particular MCO in charge of your mental health benefits can change during the course of your treatment. If this happens, we may have to go through the whole treatment authorization process again. It is also possible that the benefits or coverage for your treatment may change during the course of our therapy, and so your part of the costs of treatment may change.
- I will discuss with you any efforts the MCO makes to get me to limit your care in any way.
- You should know that my contract or your employer’s contract with a particular MCO prevents us from taking legal actions against the MCO if things go badly because of its decisions.
- It is your responsibility to immediately inform me of any changes to your insurance or if you start using an insurance that I participate with. Failure to do so will result in not being able to submit claims retroactively.
- If you opt out of using your insurance (see Financial Information Form), I will not bill retroactively if you decide to use your insurance at a later date, but will do so moving forward provided that I am in network with your insurer or MCO.

### **Our Agreement**

If, after reading this handout and discussing it with me, you are concerned with these issues, you may have the choice of paying me directly and not using your health insurance. This will create no record outside of my files. This possibility requires that I don’t have a contract with your insurer or MCO.

My signature below indicates that I have read and understood the issues described above, and willingly enter treatment accepting these conditions and limitations. I give my therapist permission to submit information in order to secure payment for the mental health services to be provided to me.

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Signature of client	Printed name of client	Date