**General Information**

**HIPAA and Informed Consent**

Welcome to CT Psych Now. We’re glad you came and we’re here to help. Please let us know if you have any questions as we are happy to discuss.

**MENTAL HEALTH AND PSYCHOLOGICAL SERVICES**

Psychotherapy and Counseling are not easily described in general statements. Psychotherapy varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have significant benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If you feel as if working with me is not a good fit, we will be happy to provide you with referrals to other mental health professionals.

**YOUR RIGHTS**

As a client seeking mental health services, you have certain rights. These include your right to seek a second opinion from another therapist or your right to terminate this therapy at any time. You are also entitled to receive information regarding the methods of therapy, techniques used, the duration of therapy, if known, and the fee structure. Please ask if we do not fully provide you with this information or if you have any questions.

**THERAPEUTIC RELATIONSHIP**

Your relationship with me is a professional and therapeutic relationship. In order to preserve this relationship, it is imperative that we not have any other type of relationship with you. Social and/or business relationships undermine the effectiveness of the therapeutic relationship. Gifts, bartering, and trading services are not appropriate and should not be shared between us. Additionally, sexual intimacy is never appropriate in a therapeutic relationship. Any circumstances of sexual intimacy within a therapeutic relationship should be reported to the state grievance board.

**VISITS**

After our first meeting, 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, we will usually schedule one 50-55 minute session per week at a time we agree on. Some clients choose to attend meetings more or less frequently, depending on need. There is no charge for appointments cancelled 24 hours in advance of the scheduled time. Appointments cancelled less than 24 hours ahead of time are charged full fee unless in case of an emergency.

**PROFESSIONAL FEES**

We accept some health insurances, cash, check, credit card, and health savings account payments. Your fee per 50-minute session is $150, unless other arrangements have been made. This fee should be paid on the day of your visit unless other billing arrangements have been made.

In addition to regular appointments, we charge $150 for 30-minute crisis visits (via phone, video, or in-person). We charge $150 an hour for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour.  If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, per hour, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge an additional forensic fee of $500 along with the hourly fee for preparation, report writing, and attendance at any legal proceeding.

**INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. If the insurance company does not pay for the services provided, the client is responsible for the balance.  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.

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. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end.   You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes we have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have 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. If requested, we will provide you with a copy of any report we submit.  Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

**CONTACTING US**

We are often not immediately available by telephone. While we are often in my office, we do not answer the phone when we are with a client. When we are unavailable, our phone is answered by voice mail that we monitor frequently. We will make every effort to return your call within 48 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform us of times when you will be available.

**Please be informed that we do not provide 24-hour services in case of an emergency.** If you feel that you may require emergency contact and would prefer that contact to occur with a regular provider, you will want to reconsider working with a provider who is able to be available at all times. If this is your choice, please let me know and we will provide you with the names of therapists who provide 24-hour care. If you are unable to reach me and feel that you can’t wait for me to return your call, you can call 911, your family physician or go the nearest emergency room and ask for the psychologist or psychiatrist on call.

**CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a therapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

* We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don’t object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record.
* You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
* We also may have contracts with a variety of support business. As required by HIPAA, we have a formal business associate contract with these businesses, in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

**There are some situations where we are permitted or required to disclose information without either your consent or Authorization**:

* If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your (or your legal representative’s) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
* If a government agency is requesting the information for health oversight activities, we may be required to provide it.
* If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
* If a patient files a worker’s compensation claim, we must, upon appropriate request, furnish all treatment reports to the patient’s employer and to the patient or his/her attorney.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient’s treatment. These situations are unusual in our practice.

* If we have reason to suspect or believe that a child under 18 years of age (1) has been abused or neglected, (2) has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon such child, or (3) is placed at imminent risk of serious harm, then we must report this suspicion or belief to the appropriate authority, usually the Commissioner of Children and Families. Once such a report is filed, we may be required to provide additional information.
* If we have reason to believe or suspect that an elderly or disabled or incompetent individual has been abused, we may have to report this to the appropriate authority. Once such a report is filed, we may be required to provide additional information.
* If we believe that a patient presents an imminent risk of personal injury to another identifiable individual, we may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. We may also have to take protective action if another’s property is endangered.
* If a patient presents an imminent risk of personal injury to him/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

Please note that cellular phone and e-mail communications are vulnerable to breeches of confidentiality due to their modes of information transmission.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

**RELEASE OF INFORMATION**

When you are referred to our practice, we like to acknowledge that you have come in to whoever has referred you. Your therapist will make contact with this person, unless you ask your therapist not to do so. If another professional has referred you (e.g. your physician, attorney, etc.), it is often helpful to interface some with this professional who sees you, or send this person a brief written form that describes the problem area (s) you are seeking help for and the treatment goals you are working toward and a brief summary upon completion of your therapy. Your therapist will have you sign a release of information form if he/she believes this would be helpful for coordination of your overall care. While we believe that this type of communication can be helpful in your overall care, if you do not want this communication to take place, let your therapist know and he/she will respect your wishes.

**PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, we might keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier, except in unusual circumstances that involve danger to you and others or where others have supplied information to us confidentially. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, (We reserve the right to charge a professional fee for this review time) or have them forwarded to another mental health professional so you can discuss the contents. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. [They also include information from others provided to us confidentially.] These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

**PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

**MINORS AND PARENTS**

Patients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child’s treatment records unless we decide that such access is likely to injure the child. (There are some circumstances in which we can provide treatment for not more than 6 sessions to a child under 16 without parental consent or notification, but the requirements for such nonconsensual treatment are complicated and can be discussed on request.) Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child’s records. If they agree, during treatment, we will provide them only with general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child’s treatment when it is complete. Any other communication will require the child’s consent, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED AND READ THE HIPAA AND INFORMED CONSENT AGREEMENT AND AGREE TO ITS TERMS.

Acknowledgement of Receipt of HIPPA Information

I acknowledge that I have received a copy of the HIPAA policy from my provider at CT Psych Now.

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Patient Signature (if 15 or older) Date

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Parent/Guardian Signature Date

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Print Patient Name