

GENERAL INFORMATION AND CONSENT

Welcome to Psychological Health Associates (PHA). We value your choice in allowing us to assist you. PHA is a private behavioral healthcare practice staffed by psychologists, social workers, marriage and family therapists, psychiatrists, professional counselors, and substance abuse counselors.

We would like to inform you of our **office policy and professional procedures and to provide you with** information about the **Health Insurance Portability and Accountability Act (HIPAA)**, a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your **Protected Health Information (PHI)**. HIPAA requires that we provide you with a **Notice of Privacy Practices** for use and disclosure of PHI for treatment, payment and health care procedures. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next appointment. When you sign this document, it will also represent an agreement between us. **You may revoke this Agreement in writing at any time.** That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

MENTAL HEALTH AND PSYCHOLOGICAL SERVICES

Psychotherapy and Counseling are not easily described in general statements. It varies depending on the personalities of the doctor or therapist and patient, and the particular difficulties you are experiencing. There are many different methods that may be used to deal with the problems that you hope to address. The type of treatment we do here often involves a very active effort on your part.

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 many benefits. 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. 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 our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion. You have a right to receive ethical, comprehensive, and professional mental healthcare in a reasonable and customary manner. If you feel you need to speak with someone else about your concerns, you may contact Dr. Andrew Magin (Ext. 19) at PHA who will listen to your concerns and determine the best way to address them.

PROFESSIONAL FEES: All fees for services are due and payable at the time of the visit unless other arrangements have been made prior to your appointment. MasterCard and Visa are also available for your convenience. Checks may be used. There will be a \$25.00 returned check fee for all uncollected checks. If you have a health/medical insurance plan that your mental health provider participates in then you may only be responsible for the co-pay. **PLEASE BE AWARE THAT NOT ALL PSYCHOLOGICAL SERVICES ARE COVERED BY ALL HEALTH PLANS.** You are responsible to obtain any and all prior authorizations and referrals necessary to utilize your health coverage. Please be aware that not all health insurance plans have the same coverage and there are usually different policies and procedures for obtaining mental health services than when you go physical health treatment. Often there are different benefits, co-pays, deductibles and maximum benefits. Not all clinicians in this practice participate in all health plans. It is very important for you to be sure that your doctor or therapist participates in your healthcare network. **If you do not obtain the proper authorization then you will be responsible for the full cost of the services rendered not only the co-payment.** You always have the right not to use your health insurance if you choose or you may elect to utilize an out-of-network benefit or point-of-service option which allows you to see any doctor you wish, usually with some deductible and higher co-payments. We are happy to assist you in filing your insurance forms with your primary insurer. We ask you provide any necessary information, including an up to date insurance ID card, any necessary claim forms. **YOU WILL BE BILLED FOR ALL APPOINTMENTS IF NOT CANCELLED WITH 24-HOUR NOTICE.**

MANAGED CARE: These days some type of managed care plan covers more and more people. If you have this type of plan, your doctor or therapist will have to provide information to a case manager about the nature of the problems you are having and the treatment plan you have for your therapy to request authorization for treatment. Please be aware that decisions regarding approval for further sessions rest with the managed care company, though you or your therapists have the right to appeal a decision regarding your treatment if you feel a denial for further visits are unjustified. Please be advised, however, that decisions for approval of sessions are based on clinical/medical necessity rather than being based on seeking personal growth, self-improvement or optimal functioning in one's life. If your goals fall in the latter category, and do not meet criteria for approval by your managed care plan, you can discuss this with your therapist the possibilities of continuation with an out-of-pocket payment only. If you have any questions or concerns about your managed care plan, please discuss with your therapist.

MISSED APPOINTMENTS, CANCELLATIONS, and APPOINTMENT CHANGES: **Since your appointment times are reserved well in advance, you are asked to keep all scheduled appointments.** We require that you provide **at least 24 hours notice** (preferably more) for any cancellation or change. The more notice we have, the more flexible we can be in accommodating appointment requests. If an appointment is canceled with less than 24 hours notice, **a charge will be made for the appointment time. Insurance companies do not reimburse you for missed/broken appointments, and you will be responsible for the full charge, not just the co-pay.** We understand that bad weather conditions may require you to stay home if you feel endangered by traveling; on such occasions you and your therapist can consider the option of conducting a session by telephone.

EMERGENCIES: We are connected to a 24-hour answering service in all of our offices, operating 365 days a year. If you feel you need to get in touch with your therapist immediately, please indicate this to the operator or receptionist and they will assist you and notify your therapist or the therapist on-call. It is important to let them know that it is an emergency so they may respond accordingly. It is also recommended that you use your local Emergency Room should you need immediate help.

VOICEMAIL SERVICE: In addition to the answering service, voice mail is available where you may leave a confidential message. Please listen for voice mailbox # of your therapist and record it for future use. When you leave a message, your therapist will return your call as soon as possible. If you are having any difficulties with the voice mail system or the answering service, please let your therapist know immediately so it can be addressed. **At times, telephone contacts may be required to obtain information from schools, physicians, attorneys, teachers, or other therapists. If an extended phone contact is necessary, there may be a charge for such time spent. Your therapist will inform you if this is the case.**

LIMITS ON CONFIDENTIALITY: The law protects the privacy of all communications between a patient and a psychologist. 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 (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

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 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.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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.

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. Generally there is no fee associated with any time associated with these contacts. If these communications become necessary, and extensive, there may be a charge associated and your therapist will inform you of such at the outset.

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. In most situations, we are allowed to charge a copying fee of \$.65 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. 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 & 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 READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Signed

Signed (or parent/guardian)

Date

Acknowledgement of Receipt of HIPPA Information

I acknowledge that I have received a copy of the Connecticut Notice of Policies and Practices to Protect the Privacy of Health Information from my provider at Psychological Health Associates.

Patient Signature

Date

Parent/Guardian Signature

Print Name

