

PSYCHOTHERAPIST-PATIENT SERVICES & PROCEDURES

Welcome to our practice. This document contains information about our professional services and business policies. It also reviews required procedures mandated by the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information. The law requires that we obtain your signature acknowledging that we have provided you with this information. We can discuss any questions you have about the procedures now or in the future. Other helpful information is available on our website or by requesting that we email documents to you.

PSYCHOLOGICAL SERVICES

Psychological services are helpful in many situations. We provide several types of services which are listed on our website www.goldmanboswell.com. Psychotherapy involves a very active collaboration between client and therapist. Clients tend to do best when they actively explore issues and concerns with us during the sessions, and practice what they are learning between sessions. Psychotherapy often leads to better relationships, solutions for specific problems, less distress, and greater personal growth and life satisfaction. Our first few sessions typically involve a review of your background and an evaluation of your needs. By the end of this phase, 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.

MEETINGS

We typically schedule a one-hour session each week at a time we agree on, although sometimes sessions may be longer or more frequent. Once an appointment hour is scheduled, it is reserved exclusively for you, and you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [or there is a serious illness, or we are able to fill the open time – please see our Cancellation Policy for more details]. It is important to note that insurance companies do not provide reimbursement for missed sessions.

PROFESSIONAL FEES

In addition to weekly psychotherapy appointments, we charge the same fee for other professional services you may need (prorated for periods other than one hour). Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay for our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty and time-urgency of legal involvement, our fees are higher for some of these services. Please inquire if this applies to your situation.

CONTACTING US

Due to our work schedule, we are usually not available immediately by telephone. While we usually practice weekdays between 9 AM and 5 PM, phone calls usually go to voice mail. The voice mail system is private and only accessed by your treating psychologist, so it is suitable for leaving detailed or personal messages when necessary. Alternatively, you may send an email or text message. We typically return calls the day they are received, unless it is after hours or on a weekend or holiday. Please let us know telephone numbers and times when you are likely to be available. In the unlikely event that you are in an emergency situation and unable to reach us, contact your family physician or the nearest emergency room and ask for the mental health professional

on call. We will be glad to coordinate with these other health care providers as needed. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

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 general consent for treatment provides consent for routine activities, including:

- We may occasionally find it helpful to consult with other health and mental health professionals about a case. During consultations, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. Unless you request, we will not ordinarily discuss these consultations with you, but will note all consultations in your Clinical Record.
- Drs. Goldman and Boswell frequently consult with each other. We also employ a part-time office manager. These individuals need to share health information among themselves for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All 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.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this document.

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

- If a patient files a worker's compensation claim, and we are providing necessary treatment related to that claim, we must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.
- If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, we may be required to provide it for them.
- 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 either: a) your (or your legal representative's) written authorization, b) a court order, or c) a subpoena which you do not oppose. 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 patient files an administrative complaint or legal action against us, doing so releases confidentiality regarding the patient and his/her treatment with us.

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. In such situations we may have to reveal some information about a patient's treatment. These situations are rare in our practice:

- If we know, or have reason to suspect, that a child under 18 is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that we file a report with the Department of Child and Family Services. Once such a report is filed, we may be required to provide additional information.

- If we know or have reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited, the law requires that we file a report with the central abuse hotline. Once such a report is filed, we may be required to provide additional information.
- State law and rules require for us to report to the Department of Health and Board of Psychology if another licensed mental health professional has been sexually involved with a patient under their care, even if the patient does not authorize the disclosure. If this situation applies to you, you may wish to delay providing the name of such professional until after we have had the opportunity to discuss all your options.
- If we believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, we may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police, or seeking hospitalization of the patient.
- If any of these situations 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 consultation may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you of two types. One type constitutes your general Clinical Record. This includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts 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 you may examine and/or receive a copy or summary of your Clinical Record, if you request it in writing. This may not be permitted if that disclosure would physically endanger you and/or others, or make reference to another person (other than a health care provider) and we believe that disclosure is reasonably likely to cause substantial harm to that other person. Because these are professional records, they can be misinterpreted or be upsetting to untrained readers. For this reason, we request that you initially review them in our presence, or have them forwarded to another mental health professional with whom you can discuss the contents. In most circumstances, we are allowed to charge a copying fee in advance of providing records. The exceptions to this policy are contained in the Notice Form. If we refuse your request for access to your Clinical Records, you have a right of review, which we will discuss with you upon request.

The second type of record we keep is 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 and sometimes information provided to us confidentially by others. Psychotherapy Notes are distinct 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. Importantly, insurance companies cannot require you to authorize release of Psychotherapy Notes to them as a condition of coverage of your claim, nor penalize you in any way for your refusal to provide access to Psychotherapy Notes. This is an important safeguard to privacy provided by the HIPAA regulations.

PATIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of protected health information. These rights include: a) requesting that we amend your record; b) requesting restrictions on what information from your Clinical Records is disclosed to others; c) requesting an accounting of most disclosures of protected health information that you have not consented to or authorized; d) specifying the location to which you would like protected information disclosures sent; e) having any complaints you make about our policies and procedures recorded in your records; and f) the right to a paper copy of this document, the Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated should be aware that the law may sometimes allow their parents to examine the child's treatment records. Children between 13 and 17 may independently consent to (and control access to the records of) diagnosis and treatment in a crisis situation. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement is also essential, we generally request that minors and their parents agree that during treatment, we will provide parents with only general information about the progress of the treatment, suggestions for improving relationships within the family, and information about the patient's attendance at scheduled sessions. We will also provide parents with a summary discussion of their child's treatment when it is complete. Communication of more personal or detailed information will require the child's authorization, 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.

BILLING AND PAYMENTS

You are expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other types of professional services will be discussed when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which will require us to disclose some otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

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 may provide some coverage for mental health treatment. We will fill out forms and provide you with whatever 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 our fees. It is important that you find out exactly what mental health services your insurance policy covers. 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. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

Due to the rising costs of health care, insurance benefits have become increasingly 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. You should review your insurance plan in advance, and be sure to meet the terms of the plan in order not to be refused reimbursement for services you have already received. These plans are also often limited to short-term treatment approaches. It may be necessary to seek approval for more therapy after a certain number of sessions. While useful work can often be accomplished in short-term therapy, some patients feel that they need more

services after insurance benefits end. You are always entitled to pay personally for services independent of your insurance company's decisions.

You should also be aware that your contract with your health insurance company requires that you authorize us to provide information regarding the services that we provide to you. In order to protect your privacy, we ordinarily do not send information directly to your insurance company, but instead provide you with industry-standard HCFA-1500 claim forms which contain numerically-encoded information about clinical diagnosis and the type and dates of service provided. It is your choice whether to submit these forms for reimbursement. To date, we have learned of no adverse consequences to our clients from doing so. Some insurance companies require additional clinical information such as treatment plans or summaries, or even copies of your entire Clinical Record. In such situations, we will discuss the matter with you in advance, allow you to decide whether to provide the information at all, and make every effort to release only the minimum information about you that is necessary for the purpose requested. This information becomes 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. We will provide you with a copy of any report we submit, if you request it.