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## **1. Core Consent to Treatment & Notice of Privacy Practices (HIPAA)**

### **Consent to Treatment**

This document (The Agreement) contains important information about our professional services and business policies.

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides privacy protections and new patient rights regarding the use and disclosure of Protected Health information (PHI) used for treatment, payment, and health care operations. HIPAA candidates providing you with a Notice of Privacy Practices (the Notice) for the and disclosure of PHI for treatment, payment, and health care operations. The Notice (following this agreement) explains HIPAA in greater detail and its application to your personal health information.

This document represents an agreement between you and your prescriber. You may revoke this Agreement in writing at any time.

Note this Agreement uses the terms psychotherapist and therapist interchangeably and the term client and patient also are used interchangeably.

### **What to Expect**

Your treatment is a collaborative process which is designed to assist you in finding resolution to your concerns, coming to a greater understanding of yourself, and using effective means of coping which utilize personal and interpersonal resources. The treatment process involves sharing personal information with your prescriber which may at times be sensitive, very private, or even distressing. Therefore, it is not uncommon during counseling to feel somewhat anxious or upset for a time. During your first session, the prescriber will review your concerns and will consider these concerns considering your personal history and life experiences. This information gathering is crucial to the treatment process and may take more than one session to accomplish.

Treatment has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness, because the process of treatment often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Treatment often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. To be most successful, you will have to work on things we discuss outside of sessions.

Treatment has ups and downs- communication between prescriber and client is of the utmost importance.

I hereby give consent that artwork in its original form or digital images of artistic expressions as well as case material in evaluation/intervention may be used.

### **Appointments**

Appointments will ordinarily be 60 minutes in duration for the initial assessment and 25 minutes for the follow-up. Follow-up appointment will be once per month at a time we agree on, although some sessions may be frequent as needed.

The time scheduled for your appointment is assigned to you only.

## **Cancellation Fee**

When you do not show up for a scheduled appointment, it creates an unused appointment slot that could have been used for another client. It is very important that you call at least 24 hours in advance to cancel your appointment. If for any reason you need to cancel an appointment, please notify our office as soon as possible. If the appointment is cancelled with less than 24 hours' notice, a fee (\$100 intake, \$75 for follow ups) will be charged to your credit card on file. After two consecutive canceled sessions, the practice may elect to terminate our relationship with you. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

## **Fees, Billing & Payment**

The standard fee for the initial consultation is \$350 - \$295 and each subsequent session is \$195

You will be expected to pay for each session at the time of service.

If you have insurance coverage, and if we are a provider with your insurance, then we will bill your insurance at the time of service. In that event, copays and coinsurance are due at the time of the session and will be billed to the credit card on file. It is your responsibility to be aware of your copay, coinsurance, and deductible amounts.

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If your insurance lapses or changes, it is your responsibility to inform our office. If we don't accept your new insurance plan, you are responsible to pay for your sessions.

You may also be charged for other professional services you may need. No fee for non-therapy services will be charged without your knowledge. Other services include report-writing, phone calls over 10 minutes, consulting with other professionals on your behalf, completing paperwork and forms for disability or other needs, preparation of treatment records or summaries, and the time spent performing any other service you request. If you become involved in legal proceedings that require my participation, you will be expected to pay for all the prescribers professional time at the hourly rate of \$75 - \$200, including, preparation and transportation costs, even if the prescriber is called to testify by another party.

## **Insurance Reimbursement**

Your health insurance policy may provide some benefits for mental health.

There are numerous Health Insurance policies, some require copays, others require coinsurance, and some require paying the full costs until a deductible is met. Your signature on this agreement indicates that you understand that you may be required to pay the full fee until your deductible is paid.

You should also be aware that most insurance companies require you to authorize the prescriber to provide them with a clinical diagnosis. Sometimes the prescriber may be required 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. By signing this Agreement, you agree that we can provide requested information to your carrier if you plan to pay with insurance.

## **Limits on Confidentiality**

The law protects the privacy of all communications between a client and a prescriber. In most situations, information about your treatment can be released to others if you sign a written Authorization Form. Your signature on this Agreement provides consent for the following:

- As a group, we practice with other mental health professionals and employ administrative staff. In some cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All 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 software billing company. As required by HIPAA, we have a formal business associate we contract with business in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- On occasion, we may mail out or email you information.
- Disclosures required by health insurers or to collect overdue fees
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her or contact family members or others who can help provide protection

## **There are some situations where we are permitted or required to disclose information without either you 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 prescriber-client privilege law. We cannot provide any information without your 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 your prescriber to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against a prescriber, the prescriber may disclose relevant information regarding that patient to defend themselves.
- If we are being compensated for the providing treatment to you because of your having filed a worker's compensation claim, we must upon appropriate request, provide information necessary for utilization review purposes.

## **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 client's treatment. These situations are very rare**

- If we have reasonable cause to suspect child abuse or neglect, the law requires that we file report with the Family Independence Agency. Once a report is filed, we may be required to provide additional information.
- If we have reasonable cause to suspect the "criminal abuse" of an adult patient, we must report it to the police. Once a report is filed, we may be required to provide additional information.
- If a client communicates a threat of physical violence against a reasonably identifiable third person and the client has the apparent intent and ability to carry out that threat in the foreseeable future, we may have to disclose

information to take protective action such as notifying the potential victim (or his/her legal guardian and the county Department of Social Services), contacting the police, and/or seeking hospitalization for the client.

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

## **Parents & Minors**

While privacy in treatment is crucial to successful progress, parental involvement can also be essential. It is our policy not to provide treatment to a child under age 13 unless s/he agrees that whatever information necessary can be shared with a parent. For children 14 and older, we request an agreement between the client and the parents allowing the prescriber to share general information about treatment progress and attendance. All other communication will require the adolescent's agreement, unless the prescriber feels there is a safety concern, in which case every effort will be made to notify the adolescent of intention to disclose information ahead of time and make every effort to handle any objections that are raised.

## **Methods of Communication**

This office communicates with clients through telephone contact, mail, email, and text message. Your signature on this Agreement provides consent to leave messages on your cell phone or home phone number, whichever you have provided. You also consent to communicate basic appointment and billing information through email and/or text message. 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 psychotherapists are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, or 2) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences and provide you with the name and phone number of the mental health professional covering my practice.

## **Professional Records**

The laws and standard of our profession require that we keep Protected Health information (PHI) about you in your Clinical Record that may include your reasons for seeking treatment, a description of how your problem impacts on your life, your diagnosis treatment goals, progress notes, medical and social history, treatment history, any past treatment records received from other providers, billing records, and any reports sent to anyone including your insurance carrier.

You may examine and/or receive a copy of your Clinical Record, if you request it in writing, except in unusual circumstances where disclosure could or would physically endanger you and/or others; or refers to another person and your prescriber believes that access is reasonably likely to cause substantial harm to that other person; or where information has been supplied confidentially by others. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. Therefore, we recommend that you initially review them in your prescriber's presence or have them forwarded to another mental health professional so you can discuss the contents.

## **Patient Rights**

HIPAA provides you with several new or expanded rights regarding your Clinical Records and disclosures of protected health information. These rights, which are also listed in the Notice of Privacy Practices, includes

requesting an amendment to your record; requesting restrictions on what information from your Clinical Records 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 of Privacy Policy. Your prescriber will be happy to discuss any of these rights with you.

## **Notice of Privacy Practices**

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

## **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

## **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

## **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal ac

## **Your Rights Explained**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

## **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.

We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

## **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days

## **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

## **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

## **Get a list of those with whom we’ve shared information**

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

## **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

## **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

## **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting

[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

- We will not retaliate against you for filing a complaint.

## Your Choices Explained

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes In the case of fundraising:
- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## Our Uses and Disclosures Explained

### How do we typically use or share your health information?

Treat you-

We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization-

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services-

We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

### How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we can share your information for these purposes. For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications

- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

## **Do research**

We can use or share your information for health research.

## **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

## **Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

## **Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies

## **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

## **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
  - We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
  - We must follow the duties and privacy practices described in this notice and give you a copy of it.
  - We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.
- For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

## **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

## **Consent to Teletherapy Services**

Prior to starting video-conferencing services, we discussed and agreed to the following:

I understand that I need to be in New York state during the time of my appointment due to state licensure and health insurance requirements.

It is important to be in a quiet, private space that is free of distractions (including cell phone or other devices) during the session.



There are potential advantages and disadvantages to telepsychiatry (e.g., limits to patient confidentiality) that differ from in-person sessions.

Confidentiality still applies for telepsychiatry services, and nobody will record the session without the permission from the others person(s).

We agree to use the video-conferencing platform selected for our virtual sessions.

You need to use a webcam or smartphone during the session.

It is important to be on time. If you need to cancel or change your tele-appointment, you must notify your prescriber 24 hours in advance to avoid cancelation fee.

We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.

We need a safety plan that includes at least one emergency contact and the closest ER to your location, in the event of a crisis.

If you are not an adult, we need the permission of your parent or legal guardian (and their contact information) for you to participate in telepsychiatry sessions.

As your prescriber I may determine that due to certain circumstances, telepsychiatry is no longer appropriate and that we should resume our sessions in-person.

I understand that telemental health services are completely voluntary and that I can withdraw this consent at any time.

I understand that none of the telemental health sessions will be recorded or photographed.

I agree not to make or allow audio or video recordings of any portion of the sessions.

I understand that the laws that protect privacy and the confidentiality of client information also apply to telemental health, and that no information obtained in the use of telemental health that identifies me will be disclosed to other entities without my consent.

I understand that telemental health is performed over a secure communication system that is almost impossible for anyone else to access. I understand that any internet based communication is not 100 % guaranteed to be secure. I agree that the provider and practice will not be held responsible if any outside party gains access to my personal information by bypassing the security measures of the communication system.

I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties.

I understand that I or my provider may discontinue the telemental sessions at any time if it is felt that the video technology is not adequate for the situation.

I understand that if there is an emergency during a telemental health session, then my provider may call emergency services and/ or my emergency contact.

I understand that this form is signed in addition to the Notice of Privacy Practices and Consent to Treatment and that all office policies and procedures apply to telemental health services.

I understand that if the video conferencing connection drops while I am in a session, I will have an additional phone line available to contact my provider, or I will make additional plans with my provider ahead of time for re - contact.

I understand a "no show" or late fee will be charged if I miss an appointment or do not cancel within 24 hours of scheduled appointment. I understand credit card or other form of payment will be established before the first session.

I understand my provider will advise me about what telemental health platform to use and she will establish a video conference session.

**Client Full Name:**