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THIS NOTICE DESCRIBES HOW YOUR MENTAL HEALTH RECORDS MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

If you have questions, Dr White will be happy to discuss them with you.

USING YOUR INSURANCE AND ISSUES OF CONFIDENTIALITY

Many patients elect to file third party insurance coverage for services rendered. As you know, the world of health care has experienced a tremendous change in the manner in which insurance companies reimburse for third-party payment.

If you are seeing me for psychotherapy, I will file third-party insurance forms for you if you so desire. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. It is very 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, I will provide you with whatever information I can based on my 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 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 require authorization before they provide reimbursement for mental health services. It is your responsibility to make sure such pre-certification requirements are met by you if you elect to use your insurance benefits (i.e., referral from your primary care medical doctor, employee assistance program, other "gatekeeping" mechanisms such as calling an 800 number for approval). Once you make the pre-certification requirement met, I will file insurance for you, provided you authorize me and my staff to do so and provide us with the necessary information for filing such claims.

You should also know that these plans are often limited to short-term treatment approaches designed to work out specific problems, or focus on relief of specific symptoms that acutely 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 significant gains and symptom relief can be accomplished in short-term therapy, some patients feel that they need or want more services after insurance benefits end. Furthermore, both patients' subjective reports as well as the empirical research strongly suggest that addressing not only symptoms and acute problems but also underlying causes and repetitive patterns (which can only happen in a longer-term psychotherapy), very often sets in motion important and positive internal psychological changes that persist even after therapy has ended.

Once I 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 my services yourself.

In filing your insurance claim for you, it is understood that you are granting Dr White permission to reveal confidential information, such as the dates you are seen, the length of the appointment, and your diagnosis. Insurance companies often require a formal diagnosis with their claims, which are technical terms that describe the nature of your difficulties and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-5 (there is a copy in my office and I will be glad to let you see and discuss it with me). This type of information is required by your carrier if you want insurance to pay your claim. Additionally, nearly all companies now require further utilization review and participation with outcome and quality measures. Unless your care is brief, it is likely that I will be forced to submit a more extensive report documenting the clinical and medical necessity for your care, as well as revealing some of the details of your care to date, if further sessions are going to be authorized by your carrier. Your carrier may at times require auditing/review of your records for every visit here. Nearly all companies require participation in outcome and quality care studies such as patient satisfaction surveys. If your carrier requires such activities in order for you to use your insurance, I will comply with those requirements for the sessions that have already been submitted, and for future sessions if you wish to file.

My responsibility is to inform you about the limits of your confidentiality and privacy when complying with such requirements, which I am doing in this document. I follow standard requirements for using third-party insurance coverage for services rendered.

There are two other situations in which I might talk about parts of your case with another therapist. First, when I am away from the office for a few days, I have a trusted fellow therapist “cover” for me. This therapist will be available to you in emergencies. Therefore, he or she needs to know about you. Of course, this covering therapist is bound by the same laws and rules as I am to protect your confidentiality.

Second, I sometimes consult with other therapists or other professionals about my clients. This helps me in giving high quality treatment. These other therapists are also required to keep your information private. Your name will never be given to them, and they will be told only as much as they need to know to understand your situation.

CONFIDENTIALITY AND PRIVILEGED COMMUNICATION

The HIPAA regulations provide you an increased degree of privacy and confidentiality regarding your protected health information. There is a difference between privileged conversations and documentation in your mental health records. “Medical records” are kept documenting your care as required by law, professional standards, and other review procedures. Only your “designated medical record” is accessible to insurance companies and other third-party reviewers. The use of your protected health information refers to activities my office conducts for filing your claims, scheduling appointments, keeping records and other tasks related to your care.

As explained in my Notification of Patient Rights Document given to you, the designated mental health record is limited to the following information: Billing information, paperwork you completed today, a summary of your initial visit today, your mental status examination, your comprehensive treatment plan, progress notes, any reports or clinical summaries, any correspondence with outside parties you authorized me to release.

Psychologists have a strong privileged communication law, which carries the same legal status as that of attorney-client. What you talk about in your established relationship with me is protected by privileged communication laws and confidentiality principles, with the exception of certain specific actions (i.e., clear and imminent danger to self and/or others, suspected child abuse, elder abuse, or dependent adult abuse, worker’s compensation related cases, if your psychiatric or psychological health

becomes an issue in a lawsuit).

I may disclose health information for the purposes of treatment and payment with your consent. You have signed this general consent to care and authorization to conduct payment and health care operations, authorizing me to provide treatment and to conduct administrative steps associated with your care (i.e., file insurance for you). If you ever want to me to send any of your protected health information of any sort to anyone outside my office, you will always first sign a specific authorization to release information to this outside party. A copy of that authorization form is available upon the request.

There is a third, special authorization provision potentially relevant to the privacy of your records: my psychotherapy notes. Because of the confidentiality of conversations between psychologist-patient in treatment settings, HIPAA permits keeping separate "psychotherapy notes" separate from the overall "designated medical record". "Psychotherapy notes" cannot be secured by insurance companies. Notes in your medical record may provide the following information: medication prescriptions and monitoring, assessment/treatment start and stop times, the modalities of care, frequency of treatment furnished, results of clinical tests, and any summary of your diagnosis, functional status, treatment plan, symptoms, prognosis and progress to date.

Certain payors of care, such as Medicare and Workers Compensation, may require the release of both your progress notes and my psychotherapy notes in order to pay for your care. If this applies to you, and I have any psychotherapy notes, you will sign an additional authorization directing me to release my psychotherapy notes.

You may, in writing, revoke all authorizations to disclosure protected health information at any time. You cannot revoke an authorization for an activity that you instructed me to do and that I have already done or if the authorization was for insurance payment and that process is not complete.

All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or

public agencies, think carefully and consult with an attorney before you sign away your rights. We can discuss some foreseeable possibilities together. Another exception is that I may at times find it helpful to consult with professional colleagues about our work without asking permission, but your identity will be fully disguised. This is a common practice for clinicians, aimed at enhancing the quality of care provided to patients. With these exceptions, unless you specifically sign a release of information authorizing me to talk to someone, all communications here are kept private, confidential, and privileged (i.e., if someone calls here asking for you, my staff will not acknowledge even knowing you unless you tell us otherwise). I strive to maintain the sacredness and privacy of your confidential communications with m

EXCEPTIONS RELATED TO CONFIDENTIALITY

The following are legal exceptions to your right to confidentiality. I would inform you of any time if I think I will have to put these into effect, unless that was not possible for some reason and the protection of yourself or another person was required.

1. If I have good reason to believe that you will harm another person, I may attempt to inform that person and warn them of your intentions. I may also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I may have to inform Child Protective Services or Adult Protective Services.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police, family member, or an appropriate crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point, we could not together find a way to guarantee your safety, I would act as needed.
4. If you were sent to me by a court or an employer for evaluation or treatment, the court or employer expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court or your employer to know. You have the right to tell me only what you are comfortable with telling.
5. If you are involved in any type of legal proceeding and you tell the court that you are seeing me, I may be ordered to show the court my records. Please consult your lawyer about these issues. Please also tell me about the legal proceeding during the beginning of our treatment or as soon as you are aware of them.
6. I may also use or disclose protected health information (PHI) for purposes of treatment, payment, and healthcare operations when your written informed consent is

obtained. My employee may also access limited information about your treatment to assist with billing insurance. The rules about the use and disclosure of your personal information are governed by the Health Insurance Portability and Accountability Act (HIPAA) and state law. Please read the Notice of Privacy Practices for details about use and disclosure of PHI.