



Carolinda Sterczala, LICSW

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Practice Policies and Clinical Services Agreement

Welcome. I am looking forward to our work together. This document contains information about my professional services and business practices. Please read it carefully and ask me any questions. It notifies you of your rights and responsibilities and will represent an agreement between us. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA).

The Process of Change:

Psychotherapy is not easily described in general statements. It can be a fascinating and stimulating process. It can also be difficult, and at times, painful. Therapy often leads to solutions to specific problems and significant reductions in feelings of distress. But there are no guarantees of what you will experience. If you have questions about the way that I work, please ask them during our meetings whenever they arise. Your choice to enter into therapy is a voluntary one, and you are free to terminate this relationship at any time.

Confidentiality:

One important benefit of our services is that everything we discuss is confidential, released to others only with your signed consent. However there are several important exceptions to be aware of:

- If I have a reason to suspect that a minor, elderly person (over 60) or dependent adult is being abused or neglected, I am legally obligated to file a report with the appropriate state agency.

- If I assess that you pose a danger to yourself or someone else, I am required to take protective actions that may include hospital evaluation for the client and/or contacting the authorities, family members, or others who can help provide protection, and notifying any potential victim.
- Pursuant to certain legal proceedings. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by this provider.
- I frequently consult/train with colleagues who are bound by the same confidentiality rules, and in such consultation/training I remove or change some identifying details.
- You and I may from time to time communicate electronically, and I may receive supervision or consultation electronically, or bill or keep records electronically. While I take reasonable precautions, there is an inherent risk with electronic communications.
- For those clients using insurance, I release the diagnosis and information required by insurance companies to bill or reauthorize sessions.

Insurance, Payment, and Length of Sessions:

Sessions are generally 45-50 minutes unless otherwise agreed. Fees are due at the beginning of each session. I am in network with a limited number of insurance companies. For those companies, I will bill insurance directly, and request copays and deductibles from you. Insurance may not pay for sessions that are too abbreviated due to late arrival. If for any reason your insurance lapses or does not pay for a service, you will be responsible for your bill.

Some insurance policies may also offer out of network coverage. If you have this kind of coverage and I am not in network, you will be responsible for direct payment, and I will provide you a statement which you can submit directly to your insurance company for reimbursement.

My fees may be adjusted periodically, and any fee adjustments may also be periodically reevaluated. I encourage you to discuss any financial concerns or hardships as soon as they arise so we can adjust our arrangement accordingly.

Cancellation Policy:

Most people schedule their appointments well ahead, so appointments that are cancelled are likely to go unfilled. If you must cancel an appointment, please contact me to reschedule as soon as possible, and at least 48 hours prior to your appointment time. If you have missed or cancelled an appointment with less than 48 hours notice, you will be responsible for a \$75 fee for the missed session. On a limited basis, illness and adverse driving conditions may be exceptions or reductions to the charge.

Contact Information, Availability, and Emergency Procedure:

Phone: 978-771-4154. If you are unable to reach me by telephone, please leave a voice message, complete with your phone numbers. I usually return calls within 24 hours, with the exception of weekends or holidays. A brief check-in of 10 minutes or less is no charge, longer phone calls will be charged on a prorated basis. However this practice does not provide 24 hour emergency coverage. **if**

an emergency arises, please indicate it clearly in your message, and then please call 911 and go to the nearest emergency room.

Occasionally email can be useful in scheduling appointments. Please do not include clinical or urgent information in emails.

Your Right to Review Records:

I keep treatment records, and as a client you have a right to review or receive a summary of your records, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such cases, I will provide the records to an appropriate and legitimate mental health professional of your choice.

Services Outside of the Psychotherapy Session:

Reports and phone consultations that you request are not billable to insurance, and any non-billable services will be charged to you at the regular hourly rate. It is not my specialty to do reports for disability determination, and finding reasons to support disability is often at odds with a psychotherapeutic approach that seeks to maximize strengths. I recommend that you use another professional for any required disability reports, even while you may choose to seek therapy here.

Termination of Treatment:

Ending our work together is an important part of the therapy process and often provides significant learning. Ultimately the decision to end therapy is yours, but it is something that I recommend we discuss together before any conclusions are reached. I recommend at least one and ideally several in-person sessions for this phase of therapy.

I have read the foregoing, understand the above policies, and agree to all of the above.

Please Print Name

Client Signature

Date

Clinician Signature

Date

**Carolinda Sterczala, LICSW
30 Domino Drive, 2nd Floor
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As of April 14, 2003, new federal laws mandated in the **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** went into effect concerning patient privacy and access to medical records. The purpose of this brochure is to outline how these new laws affect you as a patient of Carolinda Sterczala, LICSW.

Patient's Rights to Access Records

- You have a right to request to see your records or to request a copy of your records. Upon receipt of your written request, your clinician will contact you to make arrangements to review your records in the office or to copy the records you have requested. Under federal law, however, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information.
- You have a right to request a written summary or explanation of your records. Upon receipt of your written request, your clinician will arrange to review and summarize your records.
- You have a right to inspect and to request an amendment to your records. If, in reviewing your records, you find an inaccuracy in the facts documented or an omission, you have the right to submit an amendment to your record.
- You have a right to request a limited accounting of disclosures of your records. You may request an accounting of any disclosures of your health information for purposes other than treatment, payment, or healthcare administration.

Rights to Privacy:

- You may request additional protections for sensitive health information or to limit disclosures of portions of your health information. In addition to the protections of Highly Confidential Information specified by HIPAA, you may request in writing that other sensitive information be protected. Your clinician will take steps to implement these protections and to inform you of the limits of these steps.
- You may designate a personal health care representative. This person would have the same rights of access as you for your health care information. You may change your designated personal representative at any time.
- You have a right to request that confidential communications from the office be communicated to you in a different manner or at a different location. You must make this request in writing.

Rights of Parents of Minor Children

As the parent or guardian of a minor child, you have the same rights of access to your child's records as to your own, with the following exceptions:

- Your rights to access of the minor child's medical records have been revoked or limited by a court of law.
- Your minor child is an emancipated minor under the law.
- Services are provided to your child under the regulations of the Mature Minors Doctrine of the Commonwealth of Massachusetts.

Your Responsibilities Under HIPAA

In order to safeguard your rights under HIPAA, you have a responsibility to keep Carolinda Sterczala, LICSW, informed of any changes that would affect the disclosure of your personal health information.

You have an obligation to:

- Provide accurate information about your address, telephone numbers, and insurance coverage each time you visit.
- Report any changes in your personal health representative, emergency contact information, structure of your family, etc., that would affect the release of your health information in writing.
- Respect the privacy rights of other patients.

Your Clinician's Responsibilities

Your clinician's first responsibility, as always, is to safeguard the health of patients. If your clinician believes that any of the provisions of HIPAA could endanger your life or physical safety or that of another individual, your clinician must act in accordance with this belief and do what is in the best interest of safety.

Your clinician is also responsible for safeguarding your privacy, with an obligation to keep you informed of any disclosures of your personal health information outside of those required for treatment, payment of services, and healthcare administration.

Your clinician has an obligation to work with you to ensure your rights under HIPAA, and will work directly with you to ensure your rights to privacy and to access under HIPAA.

Any patient believing that his or her privacy rights have been violated may file a complaint with the clinician or with the Massachusetts Division of Professional Licensure.

A copy of the privacy policy can be obtained at our office in West Concord. Your clinician reserves the right to change the terms of this notice, and to make the new terms apply to all protected health information she maintains.

Send written complaints to:

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