



## **Informed Consent, Privacy Practices, and Policies**

Welcome to the psychotherapy practice of Christine Sperrazza, LCMHC, PLLC. This document outlines the professional services and business policies I follow in my practice. It is intended to serve as a formal contract. This document also contains information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law which requires me to provide you with a Notice of Privacy Practices that protects your rights regarding the use and disclosure of your (or your child's) Protected Health Information (PHI) for purposes of treatment, payment, and health care management. Please read this document carefully and let me know if you have any questions. I will also review it with you during our first session. Your signature at the end of this document indicates that you are aware of these HIPAA regulations, Privacy Practices, my services and policies, and that you have read, understood, and agree to abide by the terms of this agreement.

### **Psychotherapy Services**

Psychotherapy is not easily described in general statements due to its unique and highly personal nature. It requires multiple factors in order to be considered "successful" and there is no guarantee that you (or your child) will see improvement as a result of our work together. Factors that contribute to a positive therapeutic experience include client commitment, a comfortable connection between therapist and client, and clear expectations for what may be possible.

I encourage all of my clients to discuss with me their goals, expectations and concerns at all points during our work together. My priority is to ensure you receive appropriate services for your presenting problem(s). If your needs are outside of my scope of practice, I will refer you to adjunctive or other services. Throughout our time together, I will continue to discuss how treatment is working for you. If at any time I feel my treating you may be detrimental then I will recommend we discontinue treatment and I will provide you with appropriate referrals.

There are times when therapy may bring up unexpected emotions or reactions. Some things we discuss may surprise you as you learn more about yourself and gain insight. It is possible that you may actually start to feel "worse" before feeling you have attained your goals. If that is the case, it's important we discuss these feelings along the way.

Participation in psychotherapy has benefits and risks. Its benefits tend to be manifested through an individual's diminished feelings of distress, improved relationships, and/or resolution to specific problems. Risks can include the possibility of experiencing uncomfortable feelings such as sadness, guilt, anger, and the possible recollection of disturbing memories from the past. As your therapist (or your child's therapist), I will provide support, understanding, and guidance as you (or your child) move through these challenges towards the goal of improving the issues we have defined together.

I am licensed through and abide by the ethical standards of the New Hampshire Board of Mental Health. As your therapist, I will make every effort to provide quality and effective psychological services. If you are dissatisfied with your treatment, it is strongly encouraged that you first contact me directly to discuss and hopefully we can resolve these concerns together. You have a right to terminate services at any time. Should you decide to pursue such concerns further and initiate a professional ethics complaint, you should contact the New Hampshire Board of Mental Health Practice, located in Concord, New Hampshire.

### **Appointments**

Therapy sessions typically last 45-60 minutes in length depending upon client needs and/or therapeutic services. All sessions begin at the scheduled time. If you arrive late, we will meet until 45-60 minutes after your scheduled session time. While individual needs vary, once weekly sessions tend to provide the most effective approach to meaningful resolution of difficulties. Individuals in the midst of crisis may require more frequent meetings. At the end of each session we will have the following session scheduled. All cancellations require 24-hour notice or you will be billed for the full session. Please note that multiple missed/cancelled appointments and late arrivals may require us to discontinue treatment. If I do not hear from you after a missed appointment and have reason for concern, I may reach out to your identified emergency contact to ensure your well-being.

### **Course of Treatment**

We will spend the first 1-4 sessions deciding if we are a good fit and determining your needs. We will identify your goals and revisit these goals throughout our work together, as I find these often change over time. Once we mutually agree that your goals for treatment have been met we will determine an appropriate timeframe for ending our work together. Many clients prefer to do this slowly by reducing the number of sessions and some return periodically during stressful times later in life. Please know this process will be very transparent and we will work together to determine what is best for you.

### **Communication (Email, Texting, Social Media, Emergency)**

I am typically not immediately available by telephone as I am in session with clients. Every effort is made to return calls promptly. If I am not able to get back to you immediately I will return your call within 24 hours. If you call on a Friday, I will return your call on Monday. If you need to reach me in case of an emergency, you can call (978) 846-1781. If you are experiencing a life-threatening emergency, you should call 911 or go to the emergency room at the nearest hospital. If you feel suicidal or homicidal, or your child expresses a desire to hurt himself/herself or another person and you feel the threat is serious and immediate, please go to your local emergency room. You do not need my permission to go to an emergency room and calling me and waiting for a response may result in an unnecessary delay in obtaining needed treatment in a life-threatening situation.

The most secure form of communication is by phone or voicemail. Email is a popular, yet insecure form of communication. When you send an email it has the potential to be seen by many people prior to reaching its destination. For this reason, I do not communicate with clients via email. Texting uses similar communication as email and is also, therefore, not secure. For this reason, I do not discuss anything clinical with you via text and I ask you to refrain from doing so, as well. Texting may be appropriate for communication regarding setting up initial and ongoing appointments, but please be aware the above warning still applies.

I maintain multiple social media accounts for my practice. These accounts serve to promote my services and offer encouragement and resources. They are not a substitute for treatment by a licensed mental health professional and nothing shared should be interpreted as a personal message. I do not interact with clients via social media. I also do not expect you to follow any of my accounts based on our work together. If you do follow one of my accounts and make a comment, I may remove your communication/comment/message from my account if I feel it violates your confidentiality. Electronic communications would never be considered acceptable or appropriate for emergency contact.

### **Financial Responsibilities**

I accept cash or checks as payment for services. Credit cards can only be used for flexible spending accounts or an HSA. I use Ivy Pay, a HIPAA-secure credit card service for therapists that requires credit cards to be put on file and charged per session. You may receive a receipt for your payments upon request. I require payment at the beginning of each session. If you are unable to attend or cancel a scheduled appointment, please give me at least a 24-hour notification, as I may be able to schedule another client in your slot. I do charge for no-show appointments or appointments cancelled less than 24-hours in advance. Please make every effort to discuss financial concerns with me and I will make every effort to address and resolve these issues. Overdue accounts will be considered excessive at 90+ days and we will need to discuss a payment plan. Accounts greater than 120 days which have not responded to request for payment arrangements may be referred to a local collection agency. Should that circumstance occur, I am required to provide the agency with limited information (your name, contact data, the nature of services provided, and amount due). If you request a letter to be written (i.e. school, IEP teams, doctor's office) or application (i.e. FMLA, disability) to be completed for any reason, there will be charge of \$35 per letter and \$60 per application.

### **Insurance**

When you choose to allow your insurance company to contribute payment to your treatment, I will be required to submit a mental health diagnosis to the insurance company. I will also be required to follow a treatment plan that relates to that diagnosis. Your insurance company may choose to deny or modify your treatment, based on their medical necessity criteria. Please be aware your insurance company may request information about your treatment at any time during your treatment, including diagnosis, treatment plan, summary of services, or a copy of the entire Clinical Record. I will make every effort to release only the minimum information that is necessary for the purpose requested. Once released, this information will become part of the insurance company's file and I have no control over how that information is managed or protected. The presence of a mental health diagnosis and/or sensitive clinical information within the Clinical Record could potentially impact services you (or your child) might seek to obtain in the future. For example, applications for life insurance, military service, aviation, or national security may all be affected. If you switch to an insurance company with whom I am not in-network we will establish the best possible treatment plan for you, which may include referring you to another in-network provider. Please know that you always have the right to pay for services yourself and avoid these complications.

### **Client Rights, Records, Notice of Privacy Practices, and HIPAA**

Consistent with state law, the Mental Health Bill of Rights is posted in the waiting room for your review. Please ask me any questions you might have about this form. Federal law (HIPAA) and the standards of my profession require that I maintain Protected Health Information (PHI) about you in your Clinical Record. This record contains information regarding your diagnosis,

treatment goals, treatment progress, medical, social, and treatment history, including past treatment records from other providers, and reasons for seeking treatment and the ways these problems impact your life. Additionally, your Clinical Record may contain a record of professional consultations, your billing records, and reports that may have been sent to anyone with your authorization. You may examine and/or receive a copy of your record if you make the request in writing. Because these are professional records and are subject to misinterpretation or may be upsetting to untrained readers, I recommend that we initially review the contents together. HIPAA also addresses the use of Psychotherapy Notes, those which are designated to assist me in providing you with quality treatment. These notes may contain contents of discussions with me, some of which may include sensitive information. While insurance companies can request and receive a copy of the Clinical Record, they typically may not receive these Psychotherapy Notes without your written consent.

You may also revoke this agreement in writing at any time. That revocation will be binding unless I have already taken action and reliance on it, if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations incurred. I must obtain your signed authorization before I can release your PHI for any use and disclosure not described above or in the attached HIPAA Privacy Notice. You have the right to restrict disclosures of your PHI from Christine Sperrazza, LCMHC, PLLC to a health plan if you pay out-of-pocket for services.

### **Statement of Confidentiality**

The relationship between a licensed mental health professional and a client is privileged and confidential in the state of New Hampshire and in accordance with HIPAA regulations. However, the law and the ethics of my profession indicate there are certain exceptions to such privileged confidentiality. In such circumstances, I only disclose the least amount of information necessary to meet my legal and ethical guidelines. If this occurs, and if it is safe for me to do so, I will inform you of any breaches of your confidentiality as soon as possible. Under the specific instances listed below, I cannot be held legally liable for violating the privacy of confidential therapist-client communications:

1. I am required to report to state authorities any instances of reported, observed, and/or suspected child abuse/exploitation of children, the elderly, or handicapped adults.
2. Should a client communicate and/or present a serious threat for self-harm, every reasonable attempt will be made to address that concern, i.e. contacting family, arranging for protective hospitalization. If these efforts are unsuccessful, I am ultimately mandated to contact law enforcement in order to protect the life and well being of my client.
3. Should a client communicate and/or present a serious threat of harm against an identified victim(s), I have a legal duty to take reasonable precautions by either notifying that individual and/or the appropriate authorities.
4. Were a client to make a formal complaint of professional misconduct to the regulatory board which licenses mental health clinicians, and/or filing a lawsuit, the therapist is expected to provide records and otherwise Protected Health Information (PHI) to the appropriate agency in order to respond to a complaint or lawsuit.
5. I will comply with a valid Court's Order requiring therapeutic disclosure.
6. In the case of group therapy/group psychoeducation, issues of confidentiality among the participants are discussed and emphasized. However, absolute confidentiality within that setting cannot be guaranteed.

7. Records of deceased individuals: In the case of married individuals, the surviving spouse is legally entitled to access the decedent's medical record irrespective of whether the surviving spouse is the decedent's executor, unless the decedent objected to such release prior to his or her death.

As stated above, if you choose to use your insurance for payment or reimbursement, your insurance company will be able to access your treatment records.

### **Court Policy**

Please be advised that I do not participate in person, by phone or in writing in any court related matter that you may be a party to or become a party to in any way. I do not write letters regarding your treatment to any court or mediation entity. At no time will I offer an opinion or recommendation in any court matter, especially as it relates to custody. If a court order is served and is requesting that I be present in person and/or there is a request for records, I will request your consent before turning over confidential information. I will discuss with you exactly what has been requested by the court, and there is no guarantee that the information will be kept confidential. This information includes mental health history, current status and inclusive records and may not be in your best interest. The therapist-client relationship does not render me as your advocate. I will withhold any opportunity to engage in a dual relationship in this way.

### **Consultation Disclosure**

As part of maintaining a valid license, I am required to regularly discuss cases with colleagues. I reserve the right to consult with colleagues regarding clinical matters relevant to client care, while being careful to not reveal specific identifying information about my clients. This collaboration is part of my continuing education to ensure that I am providing the highest quality treatment possible. I also obtain formal supervision on certain cases when I believe it is necessary. In these situations I do not disclose the identity of my client. My colleagues and any formal supervisors are, of course, legally bound to confidentiality as well.

### **Treatment of Minors**

Parents and/or legal guardians of children under the age of 18 must authorize psychotherapy services. It is my policy to undertake treatment of minors only with the consent of both parents. Under the conditions where only one parent authorizes treatment for their minor child, that parent should be aware that the non-authorizing parent may have the legal right to access the child's record. In order for me to work with your child, you must agree that you would never support or seek via subpoena, any legal effort to have me deposed or testify in court, or ever authorize your child's clinical record to be used for legal or other non-clinical purposes. I limit treatment solely to that which will benefit your child; thus anything that is shared in session is treated as confidential. Although state law provides parents the right to examine treatment records, I make every attempt to honor your child's confidentiality as appropriate to the goals of treatment. It is thus my general policy to request that parents agree to limited access to records and to accept summary information regarding your child's treatment and progress. An exception could occur should I believe that a significant risk exists that your child may seriously harm him/herself or another, in which case I must immediately notify that parent of these concerns. Before providing any such information to a parent, I would make every effort to discuss the matter thoroughly with the minor child. Should there be a disclosure during treatment through which I learn of sexual activity of an underage adolescent, I am legally obligated to inform parents and under certain conditions, child welfare authorities. In the case of treatment for substance-related concerns, Federal Confidentiality Law indicates that parents have the right to examine the

records of children under the age of 12. A child 12 years of age and older has the same rights to confidentiality as an adult when seeking treatment for substance use issues.

**Signature**

After reading through this document, I fully agree to the above listed terms and conditions for services (or services for my child) and consent for treatment. I acknowledge that I have read and understood these terms and that Christine Sperrazza of Christine Sperrazza, LCMHC, PLLC has reviewed them with me, allowing for questions and discussion.

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Therapist Signature: \_\_\_\_\_

Date: \_\_\_\_\_