**Greater Malden Behavioral Health**

**HIPPA NOTICE OR PRIVACY PRACTICES**

1. **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.**
2. **IT IS MY LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).**

By law I am required to insure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present or future health or condition, the provision of health care services to you, or the payment for such health care. I am required to provide you with this Notice about my privacy procedures. This Notice must explain when, why and how I would use and/or disclose your PHI. Use of PHI means when I share, apply, utilize, examine or analyze information within my practice; PHI is disclosed when I release, transfer, give or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and post a new copy of it in my office.

1. **HOW I WILL USE AND DISCLOSE YOUR PHI.**

I will use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

1. **Uses and Disclosures Relates to Treatment, Payment or Health Care Operations Do Not Require Your Written Consent.** I may use and disclose your PHI without your consent for the following reasons:
2. **For Treatment.** I may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involves in your case.
3. **For health care options.** I may disclose your PHI to facilitate the efficient and correct operation of my practice.
4. **To obtain payment for treatment.** I may use and disclose your PHI to bill and collect payment for the treatment and services I provide you.
5. **Other Disclosures. Examples:** Your consent isn’t required if you need emergency treatment provided that I attempt to get your consent after treatment is rendered. In the event that I try to get your consent and you are unable to communicate with me ( for example, if you are unconscious or in serve pain) but I think that you would consent to such treatment if you could, I may disclose your PHI.
6. **Certain Other Uses and Disclosures Do Not Require Your Consent.** I may use and/or disclose your PHI without your consent or authorization for the following reasons:
7. **When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.**
8. **If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
9. **If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
10. **If disclosure is compelled by the patient or the patient’s representative pursuant to Massachusetts Health and Safety Codes or to corresponding federal statutes of regulations,** such as the Privacy Rule that requires this Notice.
11. **To avoid harm.**
12. **If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger.**
13. **If disclosure is mandated by the Massachusetts Child Abuse and Neglect Reporting Law.**
14. **If disclosure is mandated by the Massachusetts Elder/Dependent Adult Abuse Reporting Law.**
15. **If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.**
16. **For public health activities.**
17. **For health oversight activities.**
18. **For specific government functions.**
19. **For research purposes.**
20. **For worker’s Compensation purposes.**
21. **Appointment reminders and health related benefits or services.**
22. **If an arbitrator or arbitration panel compels disclosure.**
23. **I am permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or health-related benefits and services that may be of interest to you.**
24. **If disclosure is required or permitted to health oversight agency for overnight activities authorized by law.**
25. **If disclosure is otherwise specifically required by law.**
26. **Certain Uses and Disclosures Require You to Have the Opportunity to Object.**
27. **Disclosures to family, friends, or others.** I may provide your PHI to a family member, friend, or other individual who you indicate is involved in your case or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.
28. **Other Uses and Disclosures Require Your Prior Written Authorization.** In any other situation not described in Sections IIIA, IIIB, and IIIC above, I will request your written authorization before using or disclosing any of your PHI. Even if you have a signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming that I haven’t taken any action subsequent to the original authorization) of your PHI by me.
29. **WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

**These are your rights with respect to your PHI:**

1. **The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 30 days of my receiving your written request. Under certain circumstances, I may feel I must deny you request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed.

If you ask for copies of your PHI, I will charge you not more than $.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

1. **The Right to Request Limits on Use and Disclosures of your PHI.** You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not the right to limit the uses and disclosures that I am legally required or permitted to make.
2. **The Right to Choose How I Send Your PHI to You.** It is your right to ask that your PHI be sent to you at an alternate address ( for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience.
3. **The Right to get a list of the Disclosures I Have Made.** You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you, or to your family; neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years.

I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years (the first six year period being 2003-2009) unless you indicate a shorter period. The list will include the date of disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request.

1. **The Right to Amend Your PHI.** If you believe that there is some error in your PHUI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of my records, or (d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the change(s) to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about change(s) to your PHI.
2. **The Right to Get This Notice by Email.** You have the right to get this notice by email. You have the right to request a paper copy of it, as well.
3. **HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES**

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W Washington, D.C 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you.

1. **PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR COMPLAINABOUT MY PRIVACY PRACTICES.** If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at: Greater Malden Behavioral Health Services, Inc. 6 Pleasant Street, Malden, MA 02148, 781-480-3946.
2. **EFFECTIVE DATE OF THIS NOTICE.** This notice went into effect on April 14, 2003.

**OFFICE POLICIES & GENERAL INFORMATION**

**AGREEMENT FOR PSYCHOTHERAPY**

This form provides you (Client) with information that is additional to that detailed in the Notice of Privacy Practices.

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client’s) written permission, except where disclosure is required by law. Most of the provisions explaining when law requires disclosure were described to you in the Notice of Privacy Practices that you received that you received with this form.

**When Disclosure Is Required By Law:** Some of the circumstances where disclosure is required by law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to others, to property, or is gravely disabled.

**When Disclosure May Be Required:** Disclosure may be required pursuant to legal proceeding. 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 your therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your therapist will use his/her clinical judgment when revealing such information. Your therapist will not release records to any outside party unless he/she is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work together. Or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she/he will do whatever she/he can within the limits of law; to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she/he may also contact the person whose name you have provided on the biographical sheet.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. Only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the Psychotherapy Notes will not be disclosed to your insurance carrier. Your therapist has no control or knowledge over what insurance companies do with the information he/she submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies computers and soon will also be reported to the, congress-approved, National Medical Data Bank. Accessibility to companies computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

**Confidentiality of E-mail, Cell Phone and Fax Communication:** It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can easily be sent erroneously to the wrong address. Please notify your therapist at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above mentioned communication devices. Please do not use e-mail or faxes for emergencies.

**Consultation:** Your therapist consults regularly with other professionals regarding his/her clients; however, the client’s name or other identifying information is never mentioned. The client’s identity remains completely anonymous, and confidentiality is fully maintained.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact your therapist between sessions, please leave a message with the answering service (781) 480-3946 and your call will be returned as soon as possible. Your therapist checks his/her messages a few times a day, unless he/she is out of town. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone or be seen right away you should proceed to the Emergency room designated by your insurer, the Police (911), or the 24-hour Psych. Emergency ?(800) 495 BEST.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of $100 per 50 minute session at the end of each session, unless other arrangements have been made. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, tec. Will be charged at the same rate, unless indicated and agreed otherwise. Please notify your therapist if any problem arises during the course of therapy regarding your ability to make timely payments. Clients who carry insurance may authorize their therapist to bill the insurer on their behalf. As was indicated in the section, *Health Insurance & Confidentiality of Records*, you must be aware that submitting a Mental Health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

**MEDIADTION & ARBITRATION:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be neutral third party chosen by agreement of the therapist and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration. The demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys’ fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Your therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with s certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

**DISCUSSION OF TREATMENT PLAN:** Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you (client) his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course or your therapy, their possible risks, your therapist’s expertise in contracting them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could from any treatment that your therapist does not provide, he/she has an ethical obligation to assist you in obtaining those treatments.

**TERMINATION:** As set forth above, after the first couple of meetings, your therapist will assess if he can be of benefit to you. Your therapist does not accept clients who, in his/her opinion, she/he cannot help. In such a case he/she will give you a number of referrals that you can contact. If at any point during psychotherapy, your therapist assesses that he/she is not effective in helping you reach the therapeutic goal, she/he is obliged to discuss it with you and , if appropriate, to terminate treatment. In such case4, she/he would give you a number of referrals that may help to you. If you request it and authorize it in writing, your therapist will talk to the psychotherapist of your choice in order to help with transition. If at any time you want another professional’s opinion or wish to consult with another therapist, your therapist will assist you in finding someone qualified, if she/he has your written consent, she/he will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, your therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs your therapist’s objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in name. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Boston is a large community and many clients may know each other and the therapist from the community. Consequently you may bump into someone you know in the waiting room or into your therapist out in the community. Your therapist will never acknowledge working therapeutically with anyone without his/her written permission. Dual or multiple relationships can enhance therapeutic, effectiveness but can also detract from it often it is impossible to know that a Coordinator of time. It is your, the client’s, responsibility to communicate to your therapist if the dual relationship becomes uncomfortable for you in any way. Your therapist will always listen carefully and respond accordingly to your feedback. Your therapist will discontinue the dual relationship if she/he finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

**CANCELLATION:** Since scheduling of an appointment involves the reservation of the time specifically for you, a minimum of 24 hour notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

**PATIENTS RIGHTS AND RESPONSIBILITIES**

**Patients at Greater Malden Behavioral Health Services Inc. are guaranteed specific rights under the law. We have provided a summary of these rights. For a complete copy of the law (General Law, Chapter 111, Section 70E) contact the patient advocate at 781-480-3946.**

***Patient Rights***

You have the right to:

* Be treated with compassion, dignity, respect and protected from all forms of abuse or harassment;
* Know the names and specialties of the physicians treating you;
* Have anyone unrelated to your treatment program leave, at your request;
* Receive care in a safe setting;
* Privacy during your medical care;
* Request and receive all information concerning your diagnosis, prognosis and treatment in terms you understand;
* Have informed voluntary consent in all decisions pertaining to your care;
* Consult with a specialist, at your own expense;
* Refuse treatment and be informed of the consequences of such action;
* Keep confidential all medical records pertaining to your care, except where the law requires disclosure;
* Refuse to participate in research studies, without placing your care at risk;
* Receive, upon request, an explanation of the relationship between this hospital and any other health care organization;
* Receive an itemized and detailed explanation of your hospital bill;
* Receive timely and detailed information about discharge planning;
* Receive interpreter service if requested;
* Communicate a complaint/grievance and to be provided with a written resolution, should you so request;
* Appropriate assessment of management of pain;
* Freedom from inappropriate use of restraints;
* Request and receive information concerning Advanced Directives;
* Participate in the development and implementation of your plan of care, or designate someone to act on your behalf, and be informed about the outcomes of care, including unanticipated outcomes.

***Patients Responsibilities***

As a patient of Greater Malden Behavioral Health, you have the following responsibilities:

* Provide accurate information about your medical history, current health status including pain, and any previous hospitalizations, and the name and dosage of all prescriptions you are currently taking;
* Let your caregivers know that you understand any treatment prescribed for you;
* Comply with the prescribed treatment program;
* Meet your financial obligations regarding your hospitalization, and,
* Respect the rights of other patients and to respect hospital rules and regulations.

**Ethics Committee**

The Greater Malden Behavioral Health Ethic Committee is an interdisciplinary group that develops and promotes educational programs for patients, staff, and the community. The Ethics Committee also performs case review and policy development for the clinic.

**Medicare Rights**

Medicare recipients will receive a letter stating their rights as Medicare patients. If you have questions, please contact Todd C. Payton, LMHC @ 781-480-3946.

**Patient Advocacy**

If you have questions or concerns about your treatment, you may want to speak with the clinic’s patient advocate. While you are being treated, the patient advocate is your personal representative, acting as a liaison between you and the clinic staff. You may reach the patient advocate by calling 781-480-3946. A Telecommunications device for the Deaf (TDD) is not yet available at this time.

**Quality Management**

Greater Malden Behavioral Healthproudly participates in a clinic –wide quality management program. The objective of the Quality Management Department is to ensure that every patient at Pyramid Builders Counseling Services receives the very best health care, a philosophy consistent with the clinic’s mission.