**INFORMED CONSENT FOR PSYCHOTHERAPY AND PATIENT’S RIGHTS**

**WELCOME!**

Thank you for choosing The HEALING INSTITUE, LLC (THi). This is an opportunity to acquaint you with relevant information of psychotherapy, confidentiality and office policies. We will be glad to answer any questions you have regarding any of these policies.

**ABOUT THERAPY**

The major goal is to help you identify and cope more effectively with problems in daily living and to deal with internal conflicts in order to achieve more satisfying personal and interpersonal relationships. This purpose is accomplished by:

1. Increasing personal awareness of obstacles and strengths.

2. Taking personal responsibility to make the changes necessary to attain your goals.

3. Identifying specific psychotherapy goals.

4. Utilizing evidence based modalities and all available community, medical and self-help resources.

Success in therapy varies depending on the personality of the therapist and patient. The particular needs for therapy and client’s commitment and readiness for treatment. In order for therapy to be most effective, you will have to actively work/practice/utilize skills taught in treatment at home and other environments.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have great life changing benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

**CONFIDENTIALITY**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. Under the provisions of the Health Care Information Act of 1992, THi may legally speak to another health care provider or your emergency contact about you without your prior consent under extreme emergency situations to get you the services you need. With a signed release you may direct THi to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you. A prior conversation should be made with your therapist to determine the benefits or harm such a third party may constitute. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever THi transmit information about you electronically (for example, sending bills or faxing information) it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider.

Insurance patients please note that at times your insurance company may request progress on your treatment, diagnosis, other pertinent treatment information or may perform a physical audit of your files to justify paying for your treatment.

The following are legal exceptions to your right to confidentiality.

1. Suspected abuse or neglect of a child, elderly person or a disabled person.

2. THi believes you are in danger of harming yourself or another person or you are unable to care for yourself.

3. If you report that you intend to physically injure someone, the law requires THi to inform the person as well as the legal authorities.

4. If THi is ordered by a court to release information as part of a legal involvement.

5. When your insurance company is involved, e.g. in filing a claim, insurance audits, case review or appeals, etc.

6. In natural disasters whereby protected records may become exposed.

7. As required by the Patriot Act.

8. When otherwise required by law.

**GROUP THERAPY**

The nature of group therapy makes it difficult to maintain confidentiality. If you choose to participate in group therapy, be aware that THi cannot guarantee that other group members will maintain your confidentiality. However, THi will make every effort to maintain your confidentiality by reminding group members frequently of the importance of keeping group confidentiality. THi has the right to remove any group member from the group should it be discovered that any member of the group has violated confidentiality.

PLEASE NOTE SOME INSURANCE REQUIRES A COPAY FOR GROUP THERAPY

**PROFESSIONAL RECORDS**

With written request you are entitled to receive a copy of your records. Please allow 4-6 weeks from the date of your written request. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, THi recommends that you review them with your therapist to discuss the contents. Patients will be charged an appropriate fee for any professional time spent responding to information requests especially for legal purposes on client’s behalf.

**FEES**

Per contract with your insurance fees for services are covered. Some insurance requires a copay. Copays are due at beginning of each session. **Clients are fully responsible to cover any session your insurance declines to pay due to your error or neglect. You are responsible to notify us of any changes to your insurance.** Sessions are billed at $150.00 per hour for private pay clients. Financial hardship clients please speak with your therapist. Legal services that include talking with an attorney, writing reports and/or court time will be billed at the session rate of $150.00 per hour. Please note that insurances does not cover fees for legal services. In such cases individual clients are responsible for paying for these services.

**CANCELLATIONS AND MISSED APPOINTMENTS**

You will be billed $150.00 for any sessions that you cancel with less than 24 hour notice. Insurance companies do not reimburse for failed appointments so you will be responsible. Payment payable to The Healing Instituter, LLC or THi.

**COMPLAINTS**

If you have a complaint about your treatment, please first address your concerns with your therapist. If you feel your therapist has not resolved your concern please direct your concerns to the Owner, Sandra Garcon, LICSW. Should you decide to file a written complain after speaking with the owner please contact The Division of Professional Licensure: 1000 Washington Street, Suite 710 Boston, Massachusetts 02118-6100 (617) 727-7406.

**TREATMENT TERMINATION**

TWC reserves the right to terminate your treatment at any time. You will be notified the reasons treatment must be terminated. Other situations that warrant termination include: regularly becoming enraged or threatening during session; bringing a weapon onto the premises; persistent drug abuse; arriving under the influence of drugs or alcohol; disclosing illegal intentions or actions. You are also at liberty to terminate your treatment at any time. THi kindly requests your reasons for termination. Ideally, therapy ends when we agree your treatment goals have been achieved or you no longer meet medical necessity. Please inform us if you’re receiving treatment elsewhere.

**CONTACTING US**

When were are unavailable, you may leave your therapist a message on their confidential voice mail. Your therapist will make every effort to return within 24 hours with the exception of weekends and

Holidays. If you have a non-life threatening crisis please use THi’s crisis line (774) 534-1598. If you have an emergency please call 911. If you are hospitalize please inform hospital staff that you are receiving treatment at THi.

**PSYCHOLOGICAL SERVICES**

THi does not provide psychological testing, evaluations or services. Should you require such services please discuss with your therapist and insurance carriers for a referral to a local Psychologist.

**PHARMACOTHERAPY**

The Healing Institute does not offer psychiatric/medication management services. Patients in need of such services are encouraged to speak with their primary care physicians or consult their insurance carriers for such providers.

**PATIENTS’ RIGHTS AND RESPONSIBILITIES**

Human Rights

* You have rights, benefits, and privileges guaranteed by law.
* You have the right to be treated with dignity and respect.
* You will not be denied services because of your age, gender, race, spiritual beliefs, ethnic origin, marital status, personal or social beliefs, physical, developmental or mental disability, sexual orientation, HIV status, or financial status.
* You have the right to be free from abuse or neglect. Our Code of Conduct and Ethics prohibits physical abuse, sexual abuse, financial abuse, harassment, and physical punishment. This Code also prohibits psychological abuse, including humiliating, threatening, and exploiting actions.

Your Rights to Treatment

* You have the right to know the name and qualifications of our staff members who work with you.
* You have the right to receive information that will help you make decisions about your treatment. You have the right to state your preferences and make decisions about your mental health treatment, including agreeing to or refusing specific kinds of services.
* You have the right to treatment that meets your personal needs and preferences, in the least restrictive setting.
* You have the right to participate in creating an Individual Treatment Plan that is based on your personal needs and abilities.
* You have the right to choose someone who can make decisions about your treatment if you are unable.
* You have the right to know about the benefits and possible problems with any medication we prescribe for you.
* You have the right to refuse to participate in or be interviewed for research purposes.
* You have the right to terminate and/or refuse treatment at any time.
* You have a right to request services from other social service agencies of community resource

**PATIENT RIGHTS MASSACHUSETTS GENERAL LAW CHAPTER 111: SECTION 70E. PATIENTS’ AND RESIDENT’S RIGHTS.**

Section 70E. As used in this section, “facility” shall mean any hospital, institution for the care of unwed mothers, clinic, infirmary maintained in a town, convalescent or nursing home, rest home, or charitable home for the aged, licensed or subject to licensing by the department; any state hospital operated by the department; any “facility” as defined in section three of chapter one hundred and eleven B; any private, county or municipal facility, department or ward which is licensed or subject to licensing by the department of mental health pursuant to section nineteen of chapter nineteen; or by the department of developmental services pursuant to section fifteen of chapter nineteen B; any “facility” as defined in section one of chapter one hundred and twenty-three; the Soldiers Home in Holyoke, the Soldiers’ Home in Massachusetts; and any facility set forth in section one of chapter nineteen or section one of chapter nineteen B.

The rights established under this section shall apply to every patient or resident in said facility. Every patient or resident shall receive written notice of the rights established herein upon admittance into such facility, except that if the patient is a member of a health maintenance organization and the facility is owned by or controlled by such organization, such notice shall be provided at the time of enrollment in such organization, and also upon admittance to said facility. In addition, such rights shall be conspicuously posted in said facility.

Every such patient or resident of said facility shall have, in addition to any other rights provided by law, the right to freedom of choice in his selection of a facility, or a physician or health service mode, except in the case of emergency medical treatment or as otherwise provided for by contract, or except in the case of a patient or resident of a facility named in section fourteen A of chapter nineteen; provided, however, that the physician, facility, or health service mode is able to accommodate the patient exercising such right of choice.

Every such patient or resident of said facility in which billing for service is applicable to such patient or resident, upon reasonable request, shall receive from a person designated by the facility an itemized bill reflecting laboratory charges, pharmaceutical charges, and third party credits and shall be allowed to examine an explanation of said bill regardless of the source of payment. This information shall also be made available to the patient’s attending physician.

**Every patient or resident of a facility shall have the right:**

(a) upon request, to obtain from the facility in charge of his care the name and specialty, if any, of the physician or other person responsible for his care or the coordination of his care;

(b) to confidentiality of all records and communications to the extent provided by law;

(c) to have all reasonable requests responded to promptly and adequately within the capacity of the facility;

(d) upon request, to obtain an explanation as to the relationship, if any, of the facility to any other health care facility or educational institution insofar as said relationship relates to his care or treatment;

(e) to obtain from a person designated by the facility a copy of any rules or regulations of the facility which apply to his conduct as a patient or resident;

(f) upon request, to receive from a person designated by the facility any information which the facility has available relative to financial assistance and free health care;

(g) upon request, to inspect his medical records and to receive a copy thereof in accordance with section seventy, and the fee for said copy shall be determined by the rate of copying expenses, except that no fee shall be charged to any applicant, beneficiary or individual representing said applicant or beneficiary for furnishing a medical record if the record is requested for the purpose of supporting a claim or appeal under any provision of the Social Security Act or federal or state financial needs-based benefit program, and the facility shall furnish a medical record requested pursuant to a claim or appeal under any provision of the Social Security Act or any federal or state financial needs-based benefit program within thirty days of the request; provided, however, that any person for whom no fee shall be charged shall present reasonable documentation at the time of such records request that the purpose of said request is to support a claim or appeal under any provision of the Social Security Act or any federal or state financial needs-based benefit program;

(h) to refuse to be examined, observed, or treated by students or any other facility staff without jeopardizing access to psychiatric, psychological, or other medical care and attention;

(i) to refuse to serve as a research subject and to refuse any care or examination when the primary purpose is educational or informational rather than therapeutic;

(j) to privacy during medical treatment or other rendering of care within the capacity of the facility;

(k) to prompt life saving treatment in an emergency without discrimination on account of economic status or source of payment and without delaying treatment for purposes of prior discussion of the source of payment unless such delay can be imposed without material risk to his health, and this right shall also extend to those persons not already patients or residents of a facility if said facility has a certified emergency care unit;

(l) to informed consent to the extent provided by law;

(m) upon request to receive a copy of an itemized bill or other statement of charges submitted to any third party by the facility for care of the patient or resident and to have a copy of said itemized bill or statement sent to the attending physician of the patient or resident;

(n) if refused treatment because of economic status or the lack of a source of payment, to prompt and safe transfer to a facility which agrees to receive and treat such patient. Said facility refusing to treat such patient shall be responsible for: ascertaining that the patient may be safely transferred; contacting a facility willing to treat such patient; arranging the transportation; accompanying the patient with necessary and appropriate professional staff to assist in the safety and comfort of the transfer, assure that the receiving facility assumes the necessary care promptly, and provide pertinent medical information about the patient’s condition; and maintaining records of the foregoing; and

(o) if the patient is a female rape victim of childbearing age, to receive medically and factually accurate written information prepared by the commissioner of public health about emergency contraception; to be promptly offered emergency contraception; and to be provided with emergency contraception upon request.

**Every patient or resident of a facility shall be provided by the physician in the facility the right:**

(a) to informed consent to the extent provided by law;

(b) to privacy during medical treatment or other rendering of care within the capacity of the facility;

(c) to refuse to be examined, observed, or treated by students or any other facility staff without jeopardizing access to psychiatric, psychological or other medical care and attention;

(d) to refuse to serve as a research subject, and to refuse any care or examination when the primary purpose is educational or informational rather than therapeutic;

(e) to prompt life saving treatment in an emergency without discrimination on account of economic status or source of payment and without delaying treatment for purposes of prior discussion of source of payment unless such delay can be imposed without material risk to his health;

(f) upon request, to obtain an explanation as to the relationship, if any, of the physician to any other health care facility or educational institutions insofar as said relationship relates to his care or treatment, and such explanation shall include said physician’s ownership or financial interest, if any, in the facility or other health care facilities insofar as said ownership relates to the care or treatment of said patient or resident;

(g) upon request to receive an itemized bill including third party reimbursements paid toward said bill, regardless of the sources of payment;

(h) in the case of a patient suffering from any form of breast cancer, to complete information on all alternative treatments which are medically viable.

Except in cases of emergency surgery, at least ten days before a physician operates on a patient to insert a breast implant, the physician shall inform the patient of the disadvantages and risks associated with breast implantation. The information shall include, but not be limited to, the standardized written summary provided by the department. The patient shall sign a statement provided by the department acknowledging the receipt of said standardized written summary. Nothing herein shall be construed as causing any liability of the department due to any action or omission by said department relative to the information provided pursuant to this paragraph. The department of public health shall:

(1) develop a standardized written summary, as set forth in this paragraph in layman’s language that discloses side effects, warnings, and cautions for a breast implantation operation within three months of the date of enactment of this act;

(2) update as necessary the standardized written summary;

(3) distribute the standardized written summary to each hospital, clinic, and physician’s office and any other facility that performs breast implants; and

(4) provide the physician inserting the breast implant with a statement to be signed by the patient acknowledging receipt of the standardized written summary.

Every maternity patient, at the time of pre-admission, shall receive complete information from an admitting hospital on its annual rate of primary caesarian sections, annual rate of repeat caesarian sections, annual rate of total caesarian sections, annual percentage of women who have had a caesarian section who have had a subsequent successful vaginal birth, annual percentage of deliveries in birthing rooms and labor-delivery-recovery or labor-delivery-recovery-postpartum rooms, annual percentage of deliveries by certified nurse-midwives, annual percentage which were continuously externally monitored only, annual percentage which were continuously internally monitored only, annual percentage which were monitored both internally and externally, annual percentages utilizing intravenous, inductions, augmentation, forceps, episiotomies, spinals, epidurals and general anesthesia, and its annual percentage of women breast-feeding upon discharge from said hospital.

Every facility shall require all persons who provide care to victims of sexual assault to be provided with medically and factually accurate written information prepared by the commissioner about emergency contraception. Every female rape victim of childbearing age who presents at a facility after a rape shall promptly be provided with medically and factually accurate written information prepared by the commissioner about emergency contraception. Facilities that provide emergency care shall promptly offer emergency contraception at the facility to each female rape victim of childbearing age, and shall initiate emergency contraception upon her request. For each facility initiating emergency contraception, the administrator, manager or other person in charge thereof shall annually report to the department of public health the number of times emergency contraception is administered to victims of rape under this section. Reports made pursuant to this section shall not identify any individual patient, shall be confidential and shall not be public records as defined by clause twenty-sixth of section 7 of chapter 4. The department of public health shall promulgate regulations to carry out this annual reporting requirement.

A facility shall require all persons, including students, who examine, observe or treat a patient or resident of such facility to wear an identification badge which readily discloses the first name, licensure status, if any, and staff position of the person so examining, observing or treating a patient or resident; provided, however, that for the purposes of this paragraph, the word facility shall not include a community day and residential setting licensed or operated by the department of developmental services.

Any person whose rights under this section are violated may bring, in addition to any other action allowed by law or regulation, a civil action under sections sixty B to sixty E, inclusive, of chapter two hundred and thirty-one.

No provision of this section relating to confidentiality of records shall be construed to prevent any third party reimburse from inspecting and copying, in the ordinary course of determining eligibility for or entitlement to benefits, any and all records relating to diagnosis, treatment, or other services provided to any person, including a minor or incompetent, for which coverage, benefit or reimbursement is claimed, so long as the policy or certificate under which the claim is made provides that such access to such records is permitted. No provision of this section relating to confidentiality of records shall be construed to prevent access to any such records in connection with any peer review or utilization review procedures applied and implemented in good faith.

No provision herein shall apply to any institution operated by and for persons who rely exclusively upon treatment by spiritual means through prayer for healing, in accordance with the creed or tenets of a church or religious denomination, or patients whose religious beliefs limit the forms and qualities of treatment to which they may submit.

A resident, who requests a hearing pursuant to section 48 of chapter 118E, shall not be discharged or transferred from a nursing facility licensed under section 71 of this chapter, unless a referee determines that the nursing facility has provided sufficient preparation and orientation to the resident to ensure safe and orderly transfer or discharge from the facility to another safe and appropriate place.

No provision herein shall be construed as limiting any other right or remedies previously existing at law.

INFORMED CONSENT FOR PSYCHOTHERAPY AND PATIENT’S RIGHTS SIGNATURE PAGE

Your signature below indicates that you have read, understood and provided a copy of the following HIPPA Rights/Privacy/ Regulations and Rules and Regulations of The Healing Institute. And herby agree to abide by its terms during our professional relationship.

: The purpose and Goal of Therapy

: Confidentiality

: Professional Records

: Fees/Copays and Responsibilities

: Cancelations and Missed Appointments

: Complaints/Grievances

: Termination/Discharge of Treatment

: Contacting your Therapist

: Psychological and Pharmacologic Services

: Massachusetts Patient Rights

**Copays are required at the beginning of each session**. **Clients are fully responsible to cover any session your insurance declines to pay due to your error or neglect. You are responsible to notify us of any changes to your insurance.**

Additional Thoughts/Comments/Objections:

Print Patient Name 

Patient Signature  DOB 

Print Parent/Guardian  DOB 

Parent/Guardian Signature  Date 

Therapist Signature  Date 