

Group by Design, LLP ***Research Guided Relationship Driven***

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**CLIENT
INFORMATION
GUIDE (CIG)**

www.groupbydesign.com

A personal note from Daniel and Kathleen about Privacy, HIPAA and the Client Information Guide:

Upon first arriving at Group by Design, you are greeted with a hello and a handshake. Then we give you forms, forms for you to read and sign even before you have a chance to talk about the important matters that brought you to our offices. One is the HIPAA Privacy Policy (HPP). The other is The Client Information Guide (CIG). HPP is a sign of the times, a mandated form born of the electronic age. It is basically a boiler plate document that sets out the rules for sharing patient information. You have probably seen similar plates at recent appointments at doctors' offices. These are not release forms or forms requesting you to give permission for anything. They are forms documenting that you have been given a chance to read the rules, rules not written by us but ones that govern our sharing of information. While few lawyers can agree on exactly what the laws that generate the rules really mean, we do our best to follow them. We are skeptical about how well these rules really protect your privacy. Boiler plates do nothing to strengthen our alliance with you which is the real foundation for trust and privacy. That said, we practice a Mindful Acceptance of these rules and want you to be aware of them... The CIG was a sign ahead of its time. It is our creation used with minor revisions for over twenty five years. Born of Daniel's thesis based on his work at McLean Hospital during his Smith College SSW graduate program, it seeks to set out the expectations for a working relationship with us. Long before clear, transparent statements regarding expectations for the therapeutic relationship found their way into most therapists' offices, the CIG was part of the consumer oriented approach we continue to practice. Yes, do read the boiler plate rules but keep the CIG at hand. Revisited it from time to time, feel free to ask questions and give feedback about it. It comes from us not from the rule makers.

And then there are the cell phones and gadgets smart and not so smart

We know you might be busy and stressed and tempted to get in a phone call or two while in our waiting room. We understand yet request that no phone calls or audible transactions be made on devices while in our waiting room. Feel free to text on mute or take a few minutes to Bridge to the Breath (handout is on the wall) and distress. In necessary phones can be used in the main lobby of the building. Even then we ask you be attentive to our neighbors in the building. Keeping a quiet and confidential atmosphere is important to us and our clients. Please help us maintain a space that supports the privacy of others as well as of your own. Our sound masking system helps "encrypt" voice communication between areas in the office. Nonetheless, just hearing others talking outside the consulting rooms even when the content from inside cannot be understood can be disruptive. Please be considerate of others, "quiet please".

Confidentiality

Maintaining an atmosphere of privacy and confidentiality are obviously important to both you and your therapist. Understanding that confidentiality does have some limitations is also important. Common **exceptions to confidentiality** include but are not limited to the following:

1. when there is a medical emergency
2. when consulting with other professionals
3. when acting under a court order;
4. when necessary to prepare a legal defense;
5. when transcribing your record or when billing for services
6. when attempting to collect on a delinquent account
7. when reviewing your treatment with managed health care and/or insurance company representatives and /or their “business associates”.

Psychotherapy records **can be subpoenaed**. See page 4 and speak with your therapist if you have questions. There are certain situations in which any licensed mental health professional is required by law and/or ethical code to reveal information obtained during therapy to other persons or agencies **without your permission**. However, your therapist will make every effort to inform you of this decision. These include:

1. When a client is dangerous to self and/or others;
2. If you reveal information about known or suspected physical and/or sexual abuse or neglect of a minor child, or abuse of an elderly or mentally incapacitated adult, your therapist **must** report the data to the appropriate authorities.
3. Certain provisions of the **Patriot Act** and of **HIPAA** may require therapists to turn records over to security personnel ***and prohibit therapists from informing clients that records have been seized.***

Special Note Regarding Confidentiality & Psychotherapy:

If you choose to use a health insurance product for reimbursement for your services, Group by Design will be required to provide third parties specific information regarding your treatment including but not limited to a diagnosis from **the Diagnostic & Statistical Manual of Mental Disorders** commonly referred to as DSM. In order to authorize sessions and process claims. Insurance companies require a **determination of medical necessity**. You may have already signed a general release form with your health insurance company which covers mental health treatment. Due to increased demands from third parties, Group by Design may use fax machines and electronic (web based) communication to transmit such information. These modes of transmission involve a level of security risk which is difficult to fully assess.

“Elective” or fee-for-service therapy might **better preserve your confidentiality** and allow for a more direct negotiation between you and your therapist. If you have ongoing concerns about privacy and confidentiality, please discuss this with your therapist. Use of your mental health benefit becomes a permanent part of your healthcare record. You might wish to consider setting up an **off-line program** with Group by Design

OFFICE POLICIES

APPOINTMENTS:

- Please call 24 hours prior to your appointment if you need to cancel. Less than 24 hours notice and “no shows” for appointments may be billed at full fee. Cancellations are not accepted by e-mail. Late cancellations are not covered by your insurance.
- Group therapy clients are required to pay for any missed sessions even if prior notice of a cancellation is given.
- If you are significantly late for an appointment, we may not be able to see you. Your appointment will end at the regularly scheduled time.
- Expect 45 minutes for individual or couples sessions for which an insurance claim is being submitted.

INSURANCE:

- You are responsible for knowing the benefits and restrictions of your particular policy. Co-payments are determined by your insurance company, not by our office. You are responsible for being aware of your current co-payment. Please be aware that insurance companies may change your co-payment from time to time.
- Co-payments are expected at the time of service. Insurance companies billed for psychotherapy services generally have set "allowed" reimbursements which may vary from policy to policy. You will be responsible for the co-payment and/or the balance determined by the insurance company.
- Many companies have "managed" mental health benefits. Please be sure to check your policy to see if you need to acquire prior authorization for your visits.

BILLING:

- Payments are due at the time of service.
- We will bill your insurance carrier on a monthly basis. Claims may be processed electronically. Please note that your bill reflects the EXPECTED insurance payments. Any discrepancies will be noted as payments are actually received.
- Please see page 4, items 8 & 9 regarding other charges which may be billed to you.

SOCIAL AND ELECTRONIC MEDIA:

- E-MAIL is **not** a confidential means of communication. No clinical information or personal details are to be used in e-mails to us. E-mail can be a convenient tool for **administrative purposes only**. Examples would include setting times for appointments which will be referred to as **meetings or meeting times**, suggestions for call back times, and changes of address or phone numbers. Appointments **are not considered cancelled unless the cancellation comes in by phone**. Use e-mail with utmost caution.
- Facebook: we do not “friend” our clients or patients on Facebook or any other social media.
- Selected educational and administrative forms can be downloaded from our website www.groupbydesign.com. However, no completed forms with private or personal information are to be submitted to us electronically.
- Always be mindful of the tracking and storage practices of any media you use in any searches related to our offices or services.

What To Do In An Emergency

Group by Design utilizes a dedicated cell phone which is to be accessed only in the event of a psychiatric emergency. Your therapist will make every effort to respond in a timely manner. However, response times frequently range from 10 to 90 minutes, occasionally more. If you believe anyone's immediate safety is jeopardized by a delayed response please call 911 and/or go to the nearest emergency room. If applicable, you could also call your health insurance plan's emergency number which is usually listed on the back of your insurance card.

Voice-Mail Emergency Phone #: 401-871-5422

Rights & Responsibilities

1. Every client has the right to be treated with dignity and respect.
2. You have a right to ask your therapist any questions about your therapy, including information regarding the therapist's professional status and training.
3. You have a right to an explanation and professional opinion regarding your condition/symptoms which have brought you to treatment. You have the right to disagree with your therapist about an issue related to your counseling. You have a right to be involved in decisions involving your treatment and in reviewing the recommended treatment plan.
4. An individual record will be maintained to document your participation in counseling. You have the right to review personal documents and records in your file upon request. In providing information to your therapist, it is expected that the information you provide is accurate to the best of your knowledge.
5. You have the right to request that personal data in your file is authorized for release to persons or agencies you designate. We discourage releases for non-clinical purposes, that is for reasons other than those needed for medical or mental health treatment.
6. If your choice to participate in treatment services is voluntary, you have the right to terminate treatment at any time. However, it is important that you notify the therapist if you decide to discontinue treatment and allow time to discuss ending treatment. Members of therapy groups are reminded that they have entered into an agreement with other group members about how to end with their group.

In some cases, your therapist may initiate a termination of treatment. Examples of reasons for a therapist terminating treatment include but are not limited to relocation of the therapist, lack of therapeutic alliance, and contractual changes with third party payers.

7. You are responsible for prompt payment of fees assessed for counseling sessions. In the event that a third party insurer declines payment, you are responsible for the balance of the bill unless specifically prohibited by contract. ***Processing of claims depends on your providing full and accurate information regarding primary and secondary third party payers (insurance companies). Clients will be held***

financially responsible for loss of third party payments due to their providing incorrect or incomplete information to Group by Design, LLP.

8. When applicable, clients of Group by Design will be responsible for reimbursement of Group by Design and/or its personnel for any services performed in connection with legal actions involving the client, such as the copying of records, responding to subpoenas, court appearances, advice of counsel to Group by Design, etc.
9. Clients may also be responsible for payment for reports and services related to disability determinations, work leave, or other external evaluations. In order to protect our alliance with you, we discourage involving your therapist in such evaluations if at all possible.

GBD 3-24-10

Informed Consent Regarding Consultation:

Group by Design places a high value on ongoing consultation with colleagues. Consultation allows us to reflect on our work with other professionals in order to assure the highest possible standards of service.

One such form of consultation is **administrative** which occurs among partners of the practice, Kathleen Boyd and Daniel Even. In this form, names and records are available for review. Also, given the way records are organized, partners of the practice have access to materials in your file.

Both partners routinely access administrative records of all clients at Group by Design. This is done for administrative and policy review purposes. However, your designated therapist has sole clinical responsibility for your therapy.

Another common form of consultation is that involving practitioners outside the practice. "Peer consultations" are an example. Here, complete names and records are not used and material from the case file is not available to the outside consultant unless it has been released by our client.

If you have concerns or questions about our use of consultation as it pertains to our work with you, please bring them to the attention of your therapist.

Informed Consent Regarding Receptionists and Independent Contractors

Many clients at Group by Design access the office through the main lobby receptionist. Receptionists may have access to client names but no private patient records nor are they involved in clinical consultations. They have signed confidentiality agreements with Group by Design.

Additionally, Group by Design hires independent IT contractors who have access to computer programs and the client data base. They are considered "business associates" and are required to sign a HIPAA confidentiality agreement. Please speak with your therapist about any questions or concerns you might have regarding the above.

GBD 7-2-12

Signature (retained for record)

I have been encouraged to read the Client Information Guide carefully and to discuss any questions or concerns I have about the guide with my therapist before signing. I understand that the CIG may need to be revised from time to time and that I have a right to review any such revisions.

In signing below, I acknowledge that I have read and reviewed the Client Information Guide provided by Group by Design regarding confidentiality, office policies, what to do in an emergency, and my rights and responsibilities.

Further, I acknowledge that while the hope is that I will feel better, there is no guarantee of this. I understand that during the course of my treatment, material may be addressed which is upsetting in nature and that this may be necessary in order to help me resolve identified problem areas. Since psychotherapy represents a cooperative effort between myself and my therapist, I will strive to work with my therapist in a cooperative manner in order to address these issues.

Signature

Date

Permission to fax materials to and to communicate electronically:

Although Group by Design has not transitioned to electronic billing, many of our third parties now require communication via fax machines. Some of these communications may be stored electronically. Therefore, in addition to our Client Information Guide we will be distributing copies of the HIPAA Privacy Policy. In the case of any apparent contradictions in the two documents the policy requiring the higher standard will apply. Permission for Group by Design to use fax machines and electronic communication when transmitting information to third parties such as insurance and managed care companies, referral sources, primary care physicians, providers involved in your treatment is granted to help facilitate the provision of services. However, no absolute guarantee of the security of such transmissions can be made.

If you do not want Group by Design to send information by fax or electronically, you may want to arrange a **fee for service** or an **off-line program** for your services. In most cases off-line programs are not be eligible for insurance reimbursement.

I hereby give permission to Group by Design, LLP; Kathleen Boyd, MSW and Daniel M. Even, MDiv, MSW to use fax devices and electronic communication when transmitting materials relating to my treatment as described above.

Signed: _____

date: _____