

Michele Laferte, LMHC
Licensed Mental Health Counselor
PO Box 949
Little Compton RI 02837
401-225-5765

I, _____, have received a copy of the Notice of Privacy Practices and the Statement of Informed Consent. I understand that I may ask questions about either of these documents at any time, and that these documents are available at www.michelelaferte.com to review at any time.

Signature

Printed Name

Date

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

The Health Insurance Portability & Accountability Act of 1996 (“HIPAA”) is a federal law that requires all medical records and other individually identifiable health information used or disclosed by us in any form, whether electronic, on paper, or orally, are kept properly confidential. HIPAA gives you, the client, significant new rights to understand and control how your health information is used. HIPAA provides penalties for covered entities that misuse personal health information.

Each time you meet with your psychotherapist, a record is made which may contain your symptoms, diagnoses, treatment, a plan for future treatment, and billing-related information. Usually, less information is recorded if you are not using insurance to pay for treatment. This notice applies to all of the records of your care generated by your psychotherapist.

Psychotherapist Responsibilities

Your psychotherapist is required by law to maintain the privacy of your health information and to provide you with a description of our legal duties and privacy practices regarding your health information. We are required to abide by the terms of this notice and notify you if we make changes to this notice, which may be at any time.

How We May Use and Disclose Medical Information About You

Treatment: We may use and disclose medical information about you to provide, coordinate, and manage your treatment or services. We may disclose medical information about you to doctors, other therapists, or others who are involved in your treatment only with your written authorization. For example, if a referral is made to another health care provider we may provide oral information and copies of various reports that should assist her or him in treating you.

Payment: We may use and disclose medical information about you in order to obtain reimbursement for services, to confirm insurance coverage, for billing or collection activities, and for utilization review. An example of this would be sending a bill for your sessions to your insurance company.

Health Care Operations: We may use and disclose, as needed, your health information in order to support our business activities, including quality assessment, licensing, marketing, legal advice, and customer service. For example, we may call you by name in the waiting area when your psychotherapist is ready to see you.

Other Uses and Disclosures

We may use and disclose your health information in an emergency situation to prevent harm to yourself or others. An example would be mandated reporting of abuse to children, the elderly, a disabled person, or when a judge orders the release of information. Only the minimum amount of information relevant to your health care will be disclosed.

We may create and distribute de-identified health information by removing all references to individually identifiable details.

We may contact you to provide appointment reminders, or to offer information about treatment alternatives or other health-related benefits and services that may be of interest to you. Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

Your Rights

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to your therapist:

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of disclosures of protected health information.
- The right to obtain a paper copy of this notice from us upon request.

You have recourse if you feel that your privacy protections have been violated. You have the right to file a written complaint with our office, or with the federal government at the address below, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

Department of Health & Human Services, ☐ Office of Civil Rights☐ 200 Independence Avenue S.W.☐ Washington, D.C. 20201. ☐ 1-877-696-6775☐ (202) 619-0257

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Informed Consent

What can I expect in therapy? Psychotherapy is an opportunity to learn about yourself and then make a conscious effort to accept who you are and figure out how to evolve into the next phase of your life. Sometimes examining and making changes to thought patterns or behaviors can be enough. Sometimes there may be some skills development needed, such as assertiveness training or emotion regulation work. Sometimes issues are deeply rooted in unresolved pain from the past, and working through those issues can take longer. You do not necessarily have to talk about your past, but you may find at some point that not addressing something in your past is getting in the way of moving forward. Working through some of these issues may result in temporary worsening of symptoms. It is important to be patient with yourself and the process.

My qualifications and experience. I am licensed by the State of Rhode Island as a Mental Health Counselor, with a Master's Degree in Counseling as well as a Certificate of Advanced Graduate Studies in Counseling. I have completed training in EMDR through the EMDRIA approved training program. I have practiced psychotherapy and performed assessments in variety of settings, including a college counseling center, a partial hospital program, an outpatient clinic, a community mental health center, and local emergency rooms.

Professional regulations. I operate my practice under the laws of the State of Rhode Island <http://sos.ri.gov/documents/archives/regdocs/released/pdf/DOH/7018.pdf>, and the American Counseling Association's Code of Ethics, which may be seen here: <http://www.counseling.org/Resources/aca-code-of-ethics.pdf>.

Confidentiality. With very few exceptions, the information discussed during your therapy session and all documentation (written or in any other medium) is kept private and confidential. Some very important exceptions to this rule are:

1. If there is a court order for the therapist to appear, or to produce the client's chart.
2. If you authorize your insurance plan to be used for services, some information will be shared for billing purposes and for evaluations to justify services and billing.
3. If the therapist learns that there exists a serious threat to any person.
4. If there is evidence of child or dependent adult or elder abuse.

For a complete discussion of federal privacy regulations, see <http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/index.html>.

Record keeping and scheduling software. I use therapyappointment.com, an electronic record keeping, billing, and scheduling system which complies with federal privacy laws.

Attendance. A regular weekly time together can make a difference in the kind of experience you have and progress you can make. To stay active on my caseload, I require at least monthly attendance so I can know how you are doing.

Late/Missed sessions. If you are running late, as long as you call to let me know, I'll wait and hold the time slot for you. Unless you call to let me know, I will wait for a 15 minute window after our appointed time, after which I will consider it a missed session and I may choose to leave the office to attend to other things.

If you happen to forget to appear for a scheduled session (and also forget to call in advance to let me know) two times, I may (at my discretion) provide you with a referral for other counseling opportunities that might be able to accommodate your situation.

Time. Sessions are 60 minutes long. Longer sessions can be scheduled if we agree that it will be helpful.

Fees. My standard fee is \$120/session. Payment can be made by credit card or check. Fees will be reviewed yearly and may be raised approximately \$10 per year. A 30 day notice will be given of any changes to fees.

Insurance. I will be in network with Blue Cross until Jan 1, 2022. After that time, I will not be in network for any insurance companies. If they are available to you, you may choose to use out of network benefits to recoup some of your expenses. I can supply a receipt for services on a monthly basis for this purpose.

Cancellation policy. I will be reserving the time for you, so please give me as much notice as possible if you won't be able to make it for your appointed session. If you don't provide at least 24 hours' notice of a cancellation or if it is not an emergency, you agree to pay \$50 for a missed session.

If you fail to keep a scheduled appointment on two consecutive occasions, or cancel sessions more often than you keep them, I will assume that therapy is not a priority for you at this time and I will close your case.

Contact and after hours emergencies. I have my cell phone with me at all times. If I am unable to answer the phone, please leave me a message. I check my messages often and I will return your call as soon as I can. **However, if you are experiencing a true emergency, the best course of action is usually to call 911 or access your nearest emergency room.**

Outside contact. If we happen to run into each other in public, I will only acknowledge you if you acknowledge me first. This protects your confidentiality.

Social media. As an ethical guideline, I do not connect with clients, both past and present, through Facebook, LinkedIn, or other online sites.

The therapy relationship. Although therapy at times can feel like a friendship, it is not. Ethical guidelines prevent therapists from "becoming friends" with their clients during therapy or even years after the therapy relationship has ended. This protects you and the progress you have made in therapy.

Drug use. Please come to therapy sessions not under the influence of mind/mood-altering drugs (except for prescriptions), whatever that may mean for you.

Ending. Your participation in therapy is voluntary and you have the right to end therapy whenever you want. However, if you do decide to exercise this option, I encourage you to talk with me about the reason for your decision in a counseling session together. I ask that you allow for a final session for us to have an ending together, to review what we've done and to offer feedback to each other. Likewise, at my discretion, I reserve the right to end our therapy work together and provide you with some appropriate referrals, for reasons including, but not limited to, failure to participate in therapy, conflicts of interest, untimely payment of fees, not keeping scheduled appointments, or my belief that I may not be the best person for your needs.

EMDR. As part of your therapy, especially if you are diagnosed with PTSD, Panic Disorder, or have experienced trauma or painful memories which are interfering with your current functioning, I may suggest EMDR treatment as an option for you. I will be happy to answer any questions you have about EMDR, and provide literature and suggest places on the web to research EMDR. It is your choice whether to proceed with this type of therapy. EMDR has been shown to be very effective, but in some people may cause temporary increases in symptoms such as nightmares or flashbacks. If this occurs, I will be available to meet with you to address these symptoms.

Teletherapy. At this time, I am providing teletherapy services only. Teletherapy includes consultation, treatment, transfer of medical data, emails, telephone conversations and education using interactive audio, video, or data communications. Teletherapy also involves the communication of my medical/mental health information, both orally and visually.

You have the following rights with respect to teletherapy:

1. The laws that protect the confidentiality of your medical information also apply to teletherapy. As such the information disclosed by you during the course of your therapy or consultation is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, as discussed above.
2. There are risks and consequences from teletherapy, including, but not limited to, the possibility, despite reasonable efforts on the part of my therapist, that: the transmission of my information could be disrupted or distorted by technical failures; the transmission of my information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.
3. In addition, teletherapy based services and care may not be as complete as face- to-face services. If I believe you would be better served by another form of therapeutic service (e.g. face-to-face services) you will be referred to a professional who can provide such services. Finally, there are potential risks and benefits associated with any form of psychotherapy, and that despite your efforts and the efforts of the therapist, your condition may not be improve, and in some cases may even get worse
4. You will be responsible for (1) providing the necessary computer, telecommunications equipment and internet access for teletherapy sessions, (2) the information security on your computer, and (3) arranging a location with sufficient lighting and privacy that is free from distractions or intrusions for your teletherapy session.