

PRIVATE PRACTICE POLICIES **Karen L.Midyet, Psy.D. PC**

Welcome. This letter outlines my private practice policies and works in conjunction with the information contained in my disclosure statement, financial policy and the HIPAA information you reviewed and signed in the office.

Most patients come on a regular basis, such as weekly, and often work for six months to a year at a time. In therapy, major life decisions are sometimes made. These decisions are a legitimate outcome of the therapy experience and sometimes involve your calling into question some of your beliefs and values. As your therapist, I will be available to discuss any of your assumptions, problems or possible side effects in our work together. Psychological services are best provided in an atmosphere of trust. You expect me to be honest with you about your problems and progress. I expect you to be honest with me about your expectations for service, your compliance with our fee agreement, and any other barriers to treatment.

Confidentiality. The information you discuss during a psychotherapy session is protected as confidential under law (CRS 12,43,214 (1)(d)) with certain limitations:

- It is my policy to report suspected child, dependent, or elder abuse (physical, emotional, and/or sexual) or neglect, without an investigation, to the proper authorities who may then investigate.
- If you file an official complaint or a lawsuit against me, according to Colorado law, your right to confidentiality will be waived.
- Clerical persons hired by me may have access to limited confidential information. This information is protected from further disclosure and is used solely for administrative purposes.
- If you use your insurance, and your managed care company requests your files and/or a summary report, either in writing or by phone, I am required to provide it. Failure to do so may mean a denial of benefits and/or payment of claims. I cannot protect how that information is used and who has access to it. Please refer to form "Using Your Insurance".

Records. Records include identifying information, dates and types of sessions, an assessment and diagnosis, a treatment plan, progress notes, and any consultations or collateral contacts made. Your records will be stored safely with attention to your privacy for at least 7 years as required by Colorado Statute. At times, your records may be requested by your insurance company or for disability status or for other reasons. It is my policy to not release an entire record, even with your consent. Instead, I may provide a written summary of the content related to the request. We do bill you for this summary and our Fee Schedule is outlined in the REPORTS section of our Financial Policy. The summary will only be released with your written permission and direction, and if you were seen in couple or family sessions, all adults present over the age of 15 would have to sign the release. You will be granted reasonable access to your record. You may request, in writing, an amendment to your record. If you choose to read your record, it is my policy to be present in order to respond to any questions or confusion you may have about the recordings. This is also considered billable time. Private psychotherapy notes are kept separate, and are further protected from unauthorized access. Psychotherapy notes are not made available for review. These notes will be used only by your therapist and disclosure will occur only under these circumstances: (a) the therapist who wrote the notes uses them for your treatment; (b) they may be used for training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills; (c) if you bring a legal action and we have to defend ourselves; and (d) certain limited circumstances defined by the law.

Availability. Hours for regular phone calls are 8 am. to 6 p.m. on business days. I will attempt to return your call within one business day. For immediate assistance or life-threatening situations, please call 911 or go to your nearest emergency room.

Termination. Termination will usually be agreed upon mutually, but you are free to terminate at any time. However, in a few special instances I may decide to stop working with you even though you wish to continue. These include a failure to meet the terms of our fee agreement, continued failure to comply with our cancellation policy, a need for special services outside of the area of my competency, and prolonged failure to make progress in our work together. Should this occur, the reason for termination will be discussed with you, and you will be assisted in making alternative plans for yourself including a referral to an appropriate therapeutic resource.

I have read the preceding information and understand my rights and responsibilities as a patient. I accept, understand and agree to abide by the contents and terms of this agreement and further consent to participate in evaluation and/or treatment.