**Informed Consent, Rights & Responsibilities, and**

**Notice of Privacy Practices**

# Who we are

Emily Lutringer is a Master’s level Colorado Licensed Professional Counselor (LPC), and a Nationally Certified Counselor (NCC). She is currently a PhD Candidate. Emily is certified in Trauma-focused CBT, and has extensive training in a broad spectrum of behavioral and mental health issues. Emily specializes in working with youth.

Emily’s office is located at 403 E. Main St., La Jara, CO 81140

Her phone number is 719-298-6341

This packet includes an informed consent, our Notice of Privacy Practices, a description of “advance directives”, and an outline of your rights and responsibilities. This packet is for you to keep. We ask that you sign an Acknowledgement that you have received this packet prior to the start of treatment.

**Informed Consent**

# Philosophy of care

We believe in providing treatment that is strengths-based and solution-focused. We believe you should be treated as a whole person. We collaborate with others when it is indicated and authorized. This includes managed behavioral healthcare, PCPs & other healthcare providers, hospitals, and schools. We individualize treatment to match your needs. We provide high quality care. We review progress and outcomes in treatment. We believe in providing the most cost-effective care, in the least restrictive setting.

Each individual clinician may be different in their approach to care. However, these qualities are overarching. You may learn more about your clinician’s philosophy and experience by checking our website (www.EmilyLutringer.com/therapy) or contacting us for that information.

# Treatment Options & Medical Necessity

Emily offers individual therapy, family therapy, group therapy, an in-home services. Case management and skills training may also be provided, if it is part of your health plan.

All services using your health plan need to be “medically necessary”. This means that 1) you have a covered condition (i.e., diagnosis) and 2) the services are expected to make improvements on that condition (as well as other factors). Your health plan outlines what conditions are covered and what is limited or excluded. Most mental health conditions are covered by most plans.

An “employee assistance program” (EAP) is a benefit from an employer that is intended to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. EAPs do not require a diagnosis. The benefit is usually time-limited and up to a handful of sessions. Your clinician can talk to you about options if you need more assistance.

# Treatment Process

Services start with an assessment. Your clinician will talk with you about your current situation, ask you about your history, and make a recommendation for services. You will then develop a “treatment plan” together that outlines how services will go and what outcomes are expected.

Individual sessions usually last 45-50 minutes. They may be weekly or less than weekly. The frequency will likely decrease over time. Your clinician will talk with you about what is recommended for you. We may have group therapy options for you as well.

If you and your clinician believe that psychiatric medications might be helpful, your clinician can make a referral to a psychiatrist or your primary care provider.

# Risks & Benefits

Mental health services are generally effective in treating most mental health conditions. We review outcomes and we find that most people benefit from therapy and/or medications. Few people get worse from treatment. Improvements do require attending appointments and following through with recommendations.

When we develop a treatment plan with you, we will discuss risks and benefits more.

# Minors and Custody

Emily’s role is to help people with mental health issues make lasting life improvements. It is not our role to conduct a custody evaluation, determine whether a parent is “fit” or not, recommend one parent over another, nor focus on reunification of a child and parent. We will not testify in court about custody issues, unless we are compelled by a court.

For children with divorced parents, we expect the parents to communicate with each other about services, decide who will schedule appointments, who will bring the child to treatment, etc. The clinician and the child cannot be messengers between parents.

It is important to note that **both** parents have access to a child’s record, regardless of custody, unless parental rights have been revoked.

Since children benefit from an expectation of some privacy, we try not to share details of what a child says or does in treatment. We will share progress in treatment, as well as notify parents of any risks of harm. We include parents in treatment for the benefit of the child.

# Minor Consent

Emily may provide treatment to a child who is 15 (fifteen) years or older in Colorado without the consent of a parent.

If you are a minor signing this document, you authorize your clinician to use their best judgment to decide whether to contact your parents or not. It is also important to know that parents have a right to access a minor’s record, unless parental rights have been revoked, up until the son/daughter turns 18 years of age.

**Rights & Responsibilities**

# Rights

We recognize the following rights:

* Be treated with dignity and respect
* With your treatment plan (also referred to as an Individual Services and Supports Plan), o Choose from available services and supports that are consistent with the plan o Participate in & assist in the development of the written plan o Receive services consistent with that plan
	+ Participate in periodic review and reassessment of service and support needs o Assist in the development of the plan o Receive a copy of the written plan
* Have all services explained, including expected outcomes and possible risks;
* Services in the most integrated setting in the community and under conditions that are least restrictive to your liberty, least intrusive to you and that provide for the greatest degree of independence
* Confidentiality, and the right to consent to disclosure in accordance with Colorado Law.
* Give informed consent in writing prior to the start of services, except in a medical emergency or as otherwise permitted by law.
	+ Minor children may give informed consent to if under age 18 and lawfully married, age 16 or older and legally emancipated by the court, or age 14 or older
* Inspect your Individual Service Record in accordance with ORS 179.505;
* Not participate in experimentation
* Receive medication specific to the individual’s diagnosed clinical needs;
* Receive prior notice of service conclusion or transfer, unless it poses a threat to health and safety;
* Be free from abuse or neglect and to report any incident of abuse or neglect without being subject to retaliation;
* Have religious freedom;
* Be free from seclusion and restraint, except as regulated in OAR 309-032-1540(9).
* Be informed at the start of services, and periodically thereafter, of the rights guaranteed by this rule;
* Be informed of the policies and procedures, service agreements and fees applicable to the services provided, and to have a custodial parent, guardian, or representative, assist with understanding any information presented. A summary of policies is available upon request.
* Have family involvement in service planning and delivery;
* Make a declaration for mental health treatment, when legally an adult;
* File grievances, including appealing decisions resulting from the grievance;
* Exercise all rights set forth in ORS 109.610 through 109.697 if the individual is a child, as defined by these rules;
* Exercise all rights set forth in ORS 426.385 if the individual is committed to DHS; and  Exercise all rights described in this rule without any form of reprisal or punishment.

# Advance Directives and “Declaration for Mental Health Treatment”

Every Colorado adult has the right to make decisions about his/her medical treatment. This includes the right to decide now whether to accept or refuse medical treatment in case you are physically or mentally unable to make them sometime in the future. This is outlined in an “Advance Directive” form.

# Complaints & Grievances

If you are unhappy with services with Emily Lutringer, you have a right to file a complaint. You may do it informally by talking directly with your clinician. You can also make a complaint to the DORA grievance board if you feel there has been gross misconduct.

# Responsibilities

There are also **responsibilities** that come with receiving treatment. These include the following

**Coverage.**Please bring a copy of your medical card to each appointment. Currently only cash and credit are accepted forms of payment. In the future, it is expected that Emily will accept several insurances as well as Medicaid.

**Cancellations and No-Shows.** We require a 24-hour advance notice for cancellations or re-schedules. Please call the office where your appointment is scheduled. If office staff are not available, you may leave a message on the confidential voice mail or send an email. Emails must have a sent date of 24 hours in advance.

A late cancellation or no-show has an impact. If we have enough notice of a cancellation, we can provide help to someone else. A late cancellation or no-show means that we were unable to serve another person.

As a result, we charge **$90 dollars, (or the rate for your appointment) for a no-show or late cancellation** (i.e., less than 24 hours of notice). This fee is not covered by insurance and is due prior to any next appointment.

If we do not believe you will make progress on your mental health condition because of no-shows or late cancellations, we may end treatment with you.

If you have no-showed and have not scheduled an appointment after 30 days, we will assume you are ending your treatment. We may close your file at that time.

Overall, we may consider that you are not an active client with us if 1) 60 days have passed, 2) you don’t have an appointment with us, and 3) we have not heard from you. You may contact us to set up an appointment to become active again.

You are responsible for remembering and attending your appointments.

**Crisis & Emergencies.**Call 911 if you are experiencing a medical emergency or crisis situation.

**Financial Responsibilities** Cash, checks and credit are accepted forms of payment at this time. If/when insurance billing is available, statements and any needed personal information will be disclosed to your insurance company for the purpose of payment. You are responsible for any charges not covered by your insurance.

Checks may be made to Emily Lutringer. There is a $21 service charge for returned checks (non-sufficient funds).

**Notice of Privacy Practices**

# Who We Are

This Notice describes how protected health information (PHI) about you (or your child) may be used and disclosed at Western. This includes all our staff and contractors at all our sites. This Notice describes how you can access your information and your other privacy rights.

We are required by law to 1) make sure your medical information is kept private, 2) give you this Notice about our legal duties and privacy practices about your health information and 3) do what we say in the Notice

# Use & Disclosure of Protected Health Information (PHI)

We may use or disclose information about your treatment for the following reasons:

**Written Authorization**. We have a form you can complete that allows us to share PHI with someone or an organization.

**Treatment**. We use and disclose your PHI to you in order to provide treatment and other services. We may contact you to provide appointment reminders. We may talk to you about alternatives or other benefits and services that may be of interest to you. We may share non-identifying information with a hired supervisor for consultation.

**Payment**. We may use and disclose your PHI to obtain payment for services that we provide to you from your insurance plan or payer.

**Health Care Operations**. We may use and disclose your PHI for our health care operations. This includes our internal administration and planning. This also includes various activities that improve the quality and cost effectiveness of the care that we deliver to you. We may also disclose information in order to resolve complaints.

**Disclosure to Relatives Close Friends and Other Caregivers.** We will use or disclose your PHI to a relative, friend, or caregiver only if you are present and we can reasonably infer you do not object to the disclosure. For example, if you bring a friend or relative to a session, we may decide to use or disclose information for treatment purposes.

**Public Health Activities**. We may disclose your PHI for the following public health activities: (1) to report health information to public health authorities for the purpose of preventing or controlling disease, injury or disability; (2) to report information about products and services under the jurisdiction of the U.S. Food and Drug Administration; (3) to alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and (4) to report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

**Abuse or Neglect**. If we reasonably believe you are a victim of abuse, neglect or domestic violence, we may disclose your PHI to the appropriate government authority. This include children, persons who have a mental health diagnosis, and the elderly. We may also disclose PHI if we come in contact with someone who has abused or neglected someone as defined by state laws.

**Health Oversight Activities**. There are organizations who are responsible for overseeing compliance with government rules for delivering healthcare. We may disclose your PHI to such organizations to ensure compliance.

**Judicial and Administrative Proceedings**. We may disclose your PHI in response to a court or administrative order.

**Law Enforcement Officials**. We may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or a grand jury or administrative subpoena. This includes, but is not limited to, identifying or locating missing persons, fugitives, or suspects, or reporting crimes committed on our property.

**Decedents**. We may disclose your PHI to a coroner or medical examiner as authorized by law. We may also disclose PHI as required for any investigation related to a death as allowed by law.

**Health or Safety**. We may use or disclose your PHI to prevent a serious and imminent threat to someone’s health or safety.

**Special Government Functions**. We may use and disclose your PHI to units of the government with special functions, such as the U.S. military or the U.S. Department of State when the law requires it.

**Workers Compensation**. We may disclose your PHI as authorized by and to the extent necessary to comply with state law relating to workers' compensation or other similar programs.

**As required by law**. We may use and disclose your PHI when required to do so by any other law not listed above.

# Uses and Disclosures of Your Highly Confidential Information

In addition, federal law imposes special privacy protections for "Highly Confidential Information". This includes alcohol and drug abuse treatment program services, HIV/AIDS testing, and genetic testing. To disclose this information (unless allowed or required by law), we will obtain your authorization.

# Coordination with Primary Care

We believe in “holistic” care: the mind and body relate to one another. So, it is important for us to coordinate your care with your primary care provider (PCP). Both federal and state privacy laws encourage this coordination between health care providers. We only share basic information such as diagnostic information, plans for care, and medications (if they are prescribed). If we need to share other information, it will be only the minimum necessary to coordinate care. You may “restrict” this disclosure if you do not want us to share information with your PCP.

# Your Rights Regarding Your Protected Health Information

**Complaints**. If you want more information about privacy or you have a concern about your privacy, you may file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. We will not retaliate against you if you file a complaint with us or the Director.

**Right to Request Additional Restrictions**. You may request restrictions on our use and disclosure of your PHI.

This is for treatment, payment and health care operations. We are not required to agree to the request. To request a restriction, contact Emily Lutringer for the form.

If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

**Right to Request Confidential Communications**. You may request, and we will accommodate, any reasonable written request for you to receive your PHI by alternative means of communication or at alternative locations.

**Right to Revoke Your Authorization**. You may request to revoke an Authorization. If we have already used or disclosed information, we cannot take the information back.

**Right to Inspect and Copy Your Health Information**. You may request access to your health information. There are limited circumstances where we may deny you access to portions of your record.

If you request copies, we will charge you $10.00. We will also charge you for our postage costs, if you request that we mail the copies to you. If you request a summary of your PHI, we will charge you $150 per hour for completing the summary.

**Right to Amend Your Records**. You may request that we amend PHI. We will comply with your request unless we believe that the information that would be amended is inaccurate and incomplete or other special circumstances apply.

**Right to Receive an Accounting of Disclosures**. You may request a listing of some types of disclosures of your PHI. This applies to disclosures within the last six years and after April 14, 2016. If you request an accounting more than once during a twelve (12) month period, we will charge you $10.00 for each page of the accounting statement.

**Right to Receive Paper Copy of this Notice**. This is a paper copy of our Notice. You may ask for another copy from Emily Lutringer at any time.

**Right to Be Notified of a Breach**. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information

**Effective Date**

This Notice was first effective on April 14, 2016 and was last amended on April 14, 2016

# Changes to this Notice

We may change the terms of this Notice at any time. If we change this Notice, we may make the new notice terms effective for all PHI that we maintain, including any information created or received prior to issuing the new notice. If we change this Notice, you will be notified at your next session.