

Matthew M. Carper, PhD

NOTICES & POLICIES

Email Policy

Email is not a secure medium through which to communicate sensitive or personal information. Email communication is therefore only for administrative purposes unless you and Dr. Carper have made another agreement. Email exchanges with Dr. Carper should be limited to things such as setting and changing appointments, billing matters, and other related logistical issues. If you need to discuss a clinical matter with Dr. Carper, please feel free to call him so that you can discuss it on the phone or wait until your next therapy session to discuss it in person, as telephone or face-to-face contact is a much more secure mode of communication.

Insurance Policy

Dr. Carper does not accept insurance payments for services rendered. Dr. Carper is unable to take direct or indirect Medicare payment for services.

Payment/Cancellation Policy

Payment is expected at the time services are provided.

A minimum of **24 hours notice** is required to cancel sessions. If you cancel a scheduled session with less than 24 hours advanced notice and do not reschedule the session within the same week (e.g., within the same Monday-Friday calendar week), or if you do not attend a scheduled appointment without contacting Dr. Carper, you will be charged a **\$100 late cancellation fee**.

Emergencies/Telephone Policy

If Dr. Carper is not available to immediately answer a phone call, he will return your call as soon as possible. However, Dr. Carper will not immediately receive some voicemail messages, especially messages left overnight, on Fridays, on the weekends, and on holidays. For this reason, it is very important that you are aware of other services available within the community in the event of a crisis situation. If you are unable to get in touch with Dr. Carper during a crisis situation, you should call 911 or go to your nearest emergency room. If you or Dr. Carper feel that your child's wellbeing may be at risk due to the limitations in Dr. Carper's crisis coverage, he will help you find a more suitable site to provide your care.

HIPAA/Privacy Policy

Notice of Mental health providers' Policies and Practices to Protect the Privacy of Your Health Information

This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. *Please review it carefully.*

I. Uses and Disclosures for Treatment, Payment, and Healthcare Operations

I may use or disclose your *protected health information (PHI)*, for *treatment, payment, and healthcare operations* purposes with your consent. To help clarify these terms, here are some definitions:

- *"PHI"* refers to information in your health record that could identify you.
- *"Treatment, Payment, and Health Care Operations"*

- *Treatment* is when I provide, coordinate, or manage your healthcare and other services related to your healthcare. An example of treatment would be when I consult with another healthcare provider, such as your family physician or another mental health provider.
- *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your healthcare or to determine eligibility or coverage.
- *Healthcare Operations* are activities that relate to the performance and operation of my practice. Examples of healthcare operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.
- “*Authorization*” is written permission above and beyond the general consent that permits only specific disclosures.
- “*Psychotherapy notes*” are notes made about our conversations during private, group, joint, or family counseling sessions, which are kept separate from the rest of your medical record.
 - Psychotherapy notes are given a greater degree of protection than PHI.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and healthcare operations when your appropriate authorization is obtained. In those instances when I am asked for information for purposes outside of treatment, payment, and healthcare operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. These notes are given a greater degree of protection than PHI.

You may revoke all such authorization (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse*: If I, in my professional capacity, have reasonable cause to believe that a minor child is suffering physical or emotional injury resulting from abuse inflicted upon her/him which causes harm or substantial risk of harm to the child’s health or welfare (including sexual abuse), or neglect, including malnutrition, I must immediately report such condition to the Massachusetts Department of Social Services.
- *Adult and Domestic Abuse*: If I have reasonable cause to believe that an elderly person (age 60 or older) is suffering from or has died as a result of abuse, I must immediately make a report to the Massachusetts Department of Elder Affairs.

- *Abuse of a Disabled Person:* If I have reasonable cause to believe that a disabled person is suffering from abuse that leads to a serious physical or emotional injury, including unconsented to sexual activity, or has died as a result of abuse, I must make a report to the Disabled Persons Protection Commission.
- *Health Oversight:* The Board of Registration of Mental health providers has the power, when necessary, to subpoena relevant records should I be the focus of inquiry.
- *Judicial or Administrative Proceedings:* If you are involved in a court proceeding and a request is made for information about your diagnosis, treatment, and the records thereof, such information is privileged under state law. I will therefore not release information unless I receive written authorization from you or your legally-appointed representative, or if I am compelled by a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety of Yourself or Others:* If you communicate to me an explicit threat to kill or inflict serious bodily injury upon an identified person and you have the apparent intent and ability to carry out the threat, I must take reasonable precautions, which may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization. I must also do so if I know you have a history of physical violence and I believe there is a clear and present danger that you will attempt to kill or inflict bodily injury upon an identified person. Furthermore, if you present a clear and present danger to yourself, you refuse to accept further treatment, and I have a reasonable basis to believe that you can be committed to a hospital, I must seek said commitment and may contact members of your family or other individuals if it would assist in protecting you.
- *Worker's Compensation:* If you file a worker's compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer, and the Division of Worker's Compensation.

IV. Patient's Rights and Mental Health Provider's Duties

Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of PHI about you. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny you access to PHI under certain circumstances, but in some cases, you may have this decisions reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to Accounting of Disclosures* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.

- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Mental Health Provider’s Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the term currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice by hand.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me in writing at the following address:

Matthew Carper, Ph.D.
25 Cold Spring Street
Providence, RI 02906

You may also send a written complaint to the Secretary of the Department of Health and Human Services. I can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go in effect today.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice if these policies are changed.

VII. Acknowledgement

Your signature below indicates you have read and agreed to the terms and policies stated in the above Notice.

Patient’s Printed Name: _____

Patient’s Signature: _____

Legal Guardian’s Printed Name: _____
(if patient is 18 or under)

Legal Guardian’s Signature: _____
(if patient is 18 or under)

Date: _____

Clinician’s Signature: _____

Date: _____