

KNOW YOUR RIGHTS

What You Should Know about Managed Care and Treatment

Your (or a dependent's, used interchangeably going forward) health insurance may pay part of the costs of treatment, but the benefits cannot be paid until a managed care organization (MCO) authorizes this (i.e. says they can be paid). The MCO has been selected by your employer, not by you or me. The MCO sets some limits on us, and you need to know what these are before we go further.

Confidentiality

If you use your health insurance to help pay for psychotherapy, you must allow me to tell the MCO about the problem and give it a psychiatric diagnosis. You must also permit me to tell the MCO about the treatment I am recommending, about your progress during treatment, and about how you are doing in many areas of your life (functions at work, in your family, and in activities of daily living). I am not paid separately for collecting, organizing, or submitting this information, and I cannot bill you for these services. All of this information will become part of the MCO's records, and some of it will be included in your permanent medical record at the Medical Information Bureau, a national data bank that is not open to the public including you. The information will be examined when you apply for life or health insurance, and it may be considered when you apply for employment, credit or loans, a security clearance, or other things in the future. You will have to indicate that you were treated for a psychological condition and release this information, or you may not get the insurance, job, loan, or clearance.

All insurance carriers claim to keep the information they receive confidential, and there are federal laws about its release. The laws and ethics that apply to me are much stricter than the rules that apply at present to MCOs. If you are concerned about who might see your records now or in the future, we should discuss this issue more fully before we start treatment and before I send the MCO any information. You should evaluate your situation carefully in regard to confidentiality. For some people and some problems, the privacy of their communications to their therapist is absolutely essential to their work on their difficulties. For others, their problems are not ones that raise much concern over confidentiality.

Treatment

The MCO will review the information I send it and then decide how much treatment I can provide to you. The MCO can refuse to pay for any of your treatment, or for any treatment by me. Or it may pay only a very small part of the treatment's cost, and it can prevent me from charging you directly for further treatment we agree to. Finally, it can set limits on the kinds of treatments I can provide to you. These limited treatments may not be the most appropriate for you or in your long-term best interest. The MCO will approve treatment aimed at improving the specific symptoms (behaviors, feelings) that brought you into therapy, but it may not approve any further treatment. The MCO will almost always require you to see a psychiatrist for medication evaluations (and prescriptions), whether you or I think this is appropriate.

When it does authorize our treatment, the MCO is likely to limit the number of times we can meet. Your insurance policy probably has a maximum number of appointments allowed for outpatient psychotherapy (usually per year, though there may be a lifetime limit as well), but the MCO does not have to let you use all of those. It may not agree to more sessions, even if I believe those are needed to fully relieve your problems, or if I believe that under treating your problems may prolong your distress or lead to relapses (worsening or backsliding).

If the MCO denies payment before either of us is satisfied about our progress, we may also need to consider other treatment choices, and they may not be the ones we would prefer. We can appeal the MCO's decisions on payment and number of sessions, but we can only do so within the MCO itself. We cannot appeal to other professionals, to your employer, or through the courts.

You should know that my contract or your employer's contract with a particular MCO prevent us from taking legal actions against the MCO if things go badly because of its decision. My contract may prevent me from discussing with you treatment options for which the MCO will not pay. I will discuss with you any efforts the MCO makes to get me to limit your care in any way.

The particular MCO in charge of your mental health benefits can change during the course of the treatment. If this happens, we may have to go through the whole treatment authorization process again. It is also possible that the benefits or coverage for your treatment may change during the course of our therapy, and so your part of costs for treatment may change.