

NOTICE OF PRIVACY PRACTICES PURSUANT TO HIPAA

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

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

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

- **Treat you**
- **Run our organization**

We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

How else we can use or share your health information

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone’s health or safety

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers’ compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.

- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information

see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website.

OUTPATIENT SERVICES AGREEMENT

Welcome. Since this is your first visit, we hope what is written here can answer some of your questions as you seek therapy. When you sign this document, you are stating that you understand and will adhere to the information in this Outpatient Services Agreement.

PSYCHOTHERAPY SERVICES

We provide outpatient psychotherapy services. The first appointment serves as an intake appointment. We will want to hear about the difficulties that led to you making an appointment, goals for therapy, and general information about yourself and your current life situation. By the end of this first appointment, we will give you some initial recommendations on what we think will help. If we do not think we are able to best assist you, or if you feel we are not the right fit for you, we will give you referrals to help you find another therapist that would better meet your needs.

If you and your therapist decide to work together in therapy, at your second or third appointment following the intake, you will collaborate on a treatment plan that incorporates strategies to help with whatever difficulties you are hoping to reduce in therapy. Sessions last and are on a weekly basis. We do not offer appointments with the frequency set at less than once a week, though you may ask your therapist for additional appointments and discuss if this would be right for you.

Therapy can be extremely helpful and fulfilling, and it takes work both in and out of sessions to be most effective. It requires active involvement, honesty, and openness in order to change thoughts, emotional reactions and/or behaviors. There are benefits and risks to therapy. Potential benefits include increased healthy habits, improved communication and stability in relationships, and lessening of distress. Some potential risks include increased uncomfortable emotions as you self-explore, and changes in dynamics or communication with significant people in your life. Although there are many benefits to therapy, there is no guarantee of positive or intended results.

If during your work together with your therapist, noncompliance with treatment recommendations becomes an issue, we will make efforts to discuss this with you to determine the barriers to treatment compliance. At times, treatment noncompliance may necessitate termination of therapy service. We encourage you to discuss any concerns you have about our work together directly so that we can address it in a timely manner. Other factors that may result in termination of therapy include, but are not limited to, violence or threats toward us, or refusal to pay for services after a reasonable time and attempts to resolve the issue.

Deciding when therapy is complete is meant to be a mutual decision with ongoing communication and a plan. The goal is that you will have accomplished at least in part what you sought out therapy for and can examine your progress with your therapist.

We may at times seek consultation with other therapists to ensure we are helping you in the most effective manner. We will give information only to the extent necessary, and we make every effort to avoid revealing the identity of our clients. The consultant is also under a legal and ethical duty to keep the information confidential.

AVAILABILITY BETWEEN SESSIONS

If needed, you can leave your therapist a message on our 24-hour voicemail box at

(516) 828 - 2622, and their extension. When you leave a message, include your telephone number even if you think we already have it, and best times to reach you. We make every effort to return calls in a timely manner. In the rare occurrence that a message is missed or accidentally deleted, if you do not hear back from us within one day, please leave a second message. If we are unavailable for an extended time, such as on vacation, we will inform you of the contact information for the therapist on-call during our absence.

If you are in an emergency situation and cannot wait for us to return your call, go to the nearest emergency room or call 911. We are not a crisis facility. Do not contact us by email or fax in an emergency, as we may not get the information quickly.

PAYMENT

Therapy is a commitment of time, energy and financial resources.

We require a credit card on file for payments. Your card will be charged prior to your intake appointment. If you cancel the intake appointment you will be refunded. Following the intake: **Cancellations or missed appointments (for both telehealth and in-office) without 24 hours notice (defined as “no show”) will be subject to a cancellation fee.** If fees for services are not paid in a reasonable amount of time, and attempts have been made to resolve the financial matter to no avail, a client account may be sent to a collection service.

Insurance: As a courtesy we get a quote from your insurance company if we are in-network with them regarding your benefits prior to your intake. It is ultimately your responsibility to know your mental health benefits and period of coverage. If there is any change in your coverage please let us know as soon as possible as you may no longer be covered. You are responsible for paying any claims unpaid by your insurance due to any changes impacting benefits. That said, we are detailed with our courtesy benefit checks, obtain the date and reference number, submit claims monthly, and would notify you as soon as possible if there is an issue. In the event that the insurance company misquoted your benefits to us, we would assist you in appealing the denial based on their misinformation.

Counseling with a Licensed Master Social Worker

Qualifications: Your assigned therapist is a Licensed Master Social Worker (LMSW) in the State of New York and receives direct supervision under Clinical Director, Michelle Ambalu, LCSW. In addition to having their Masters degree in Social Work they are currently obtaining the advanced and highest level license in their area of work which is an LCSW (Licensed Clinical Social Worker) license.

Confidentiality: Information gathered in the sessions will be held with the same confidentiality laws of all clients at Garden City Therapy, PLLC. Session details will be discussed with your therapist's supervisor for the purpose of feedback and support. Exceptions to this confidentiality occur when there is suspected child abuse, imminent danger to the client or others, a court order, or when a client signs a release of information.

Code of Conduct: If for any reason you have questions about counseling or are dissatisfied, you have the right to meet with your therapist and/or the Clinical Director and Supervisor, Michelle Ambalu, LCSW.

SOCIAL MEDIA POLICY

In order to maintain your confidentiality and our respective privacy, we do not interact with current or former clients on social networking websites. We do not accept friend or contact requests from current or former clients on any social networking sites including Twitter, Facebook, LinkedIn, etc. We will not respond to friend requests or messages through these sites.

We will not solicit testimonials, ratings or grades from clients on websites or through any means. We will not respond to testimonials, ratings or grades on websites, whether positive or negative, in order to maintain your confidentiality. Our hope is that you will bring feedback about our work together to the therapy session so we can address it directly.

Please do not contact us through email regarding clinical issues. There is a possibility that we will not get the message in a timely manner, or that communication will be interpreted in an unclear manner. If you need to contact your therapist between sessions, please call (516) 828 - 2622. Emails are only to be used for scheduling, changing or canceling appointments.

PROFESSIONAL RECORDS

Both law and the standards of our profession require that we keep appropriate treatment records. If we receive a request for information about you, you must authorize in writing that you agree that the requested information be released.

CONFIDENTIALITY

In general, law protects the confidentiality of all communications between a client and a mental health clinician, and we can only release information to others with your written permission. However, there are a number of exceptions, which are indicated below. More information is provided about this in your HIPAA statement.

In judicial proceedings, if a judge orders the records released, we have to release the records. In addition, we are ethically and legally required to take action to protect others from harm even if taking this action means we reveal information about you. For example, if we believe a child is being abused or neglected, we are mandated to report this to the appropriate state agency. If we believe a client is threatening serious harm to another person or property, we must take protective action (through notifying the potential victim, the police, and/or facilitating hospitalization of client). If we believe a client is a serious threat to harming him/ herself, we must take protective action (arranging hospitalization, contacting family/ significant others for notification, and/or contacting the police and other authorities). We would make reasonable effort to discuss any need to disclose confidential information about you.

COURT RELATED SERVICES

We do not provide or perform evaluations for custody, visitation or other forensic matters. Therefore, it is understood and agreed that we cannot and will not provide any testimony or reports regarding issues of custody, visitation or fitness of a parent in any legal matters or administrative proceedings.

If we are contacted by an attorney regarding your treatment (either at your behest or related to a legal matter you are involved in) please note the following:

- We charge a \$1500 retainer prior to any preparation or attendance of legal proceedings.
- We charge \$200/hour to prepare for and/or attend any legal proceeding and for all court related services.
- The patient is responsible for all charges regardless of whether the patient or another party requires our court related services.
- Charges for court related services are not covered by insurance.
- Court related services include: talking with attorneys, preparing documents, traveling to court, depositions and court appearances.
- If the court or attorneys do not pay our fee, you will be charged for the time we spend responding to legal matters
- You will also be charged for any costs we incur responding to attorneys in your case, including but not limited to fees we are charged for legal consultation and representation by our attorneys.

COMPLAINTS

If you have a concern or complaint about your treatment or about your billing statement, please talk to us about it. We will take your criticism seriously, openly, and respond respectfully.

QUESTIONS

If during the course of your therapy, you have any questions about the nature of your therapy or about your billing statement, please ask.

The counseling relationship is a very personal and individualized partnership. We want to know what you find helpful and what, if anything, may be getting in the way. We want you to feel free to share with us what we can do to help.

Thank you.