

## 5. Notice of Privacy Practices (updated 6/30/24)

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### I. About HIPAA - Health Insurance Portability & Privacy Act

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HIPPA is a federal law that provides privacy protections and client rights with regard to the use and disclosure of Protected Health Information (PHI) used for the purposes of treatment, payment and/or health care operations. HIPPA requires that I provide you with a Notice of Privacy Practices with regard to the disclosure of Protected Health Information (PHI) for the purposes of treatment, payment and/or health care operations. This Notice, outlined below, provides further detail about HIPPA and its application to your personal health information.

HIPPA requires that I obtain your signature acknowledging that I have provided you with this information. Although this document can seem long and complex, it is very important that you read it carefully. Please make note of any questions you might have so that you can discuss them with me at your next visit.

After your questions have been answered to your satisfaction, please sign the last page and return it to me. I will also sign it. I will keep it in your confidential file and it will represent an agreement between us.

You may revoke this agreement at any time by providing me written notice of such. Such revocation will be binding on me unless I have already acted in reliance on it and such that there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, and/or if you have not satisfied any financial obligations related to me or Main Street Counseling.

### EMAIL & TEXTING

Main Street Counseling as a group practice has a HIPAA compliant email address through Hushmail. All emails will be encrypted using this email address. All other email addresses that our therapists use are not HIPAA compliant. Messages from these email addresses are not encrypted. By signing below, you are signing off that you understand this and are ok with receiving or sending emails with your Main Street Counseling therapist on a non-HIPAA compliant platform.

Main Street Counseling uses the application, ohMD for text messaging. Our therapists use this application for communication purposes and to confirm appointments. You will be invited to the application so you are able to communicate on a HIPAA compliant platform. If you choose to not do this and text through your cell phone, you are accepting the fact that your messages to your therapist will not be encrypted.

### NOTICE OF PRIVACY PRACTICES

#### Insurance Companies

Insurance Companies Your contract with your health insurance company requires that I provide it with information relevant to the services I provide to you. An insurance company or other third-party payer, regulated under New Jersey law, may request that the client authorize the therapist to disclose certain confidential information to the

insurance company or third-party payer in order to obtain benefits. This is permitted only if the disclosure is pursuant to valid authorization and that the information to be disclosed is limited to:

1. Administrative Information (client's name; age; gender; address; educational status; identifying number; date of onset of the difficulty; date of the initial consultation; dates and character of sessions; fees)
2. Diagnostic Information
3. The Client's Status (voluntary/involuntary; inpatient/outpatient)
4. The Reason(s) for Continuing Psychological Services (limited to an assessment of the client's current levels of functioning and distress)
5. Prognosis (limited to the estimated minimal time during which treatment might continue)

#### Limits of Confidentiality

The law protects the privacy of all communication between a client and a therapist. Under most circumstances I can only release/disclose information about you and/or your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPPA.

There are some other circumstances that require only that you provide written, advanced consent. Your signature on this agreement provides such consent for the following two activities:

1. Because I practice with other mental health professionals at Main Street Counseling, I sometimes need to share your protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and submitting your insurance claims. All of the other mental health professionals at Main Street Counseling are ethically and legally bound not to disclose any client information with parties other than the mental health professionals at Main Street Counseling, unless a client has given express and written permission to do so.
2. Occasionally, I consult with other health and mental health professionals. During these consultations, I do not disclose any client's identity, or any information that may reveal a client's identity. The other health and mental health professionals I consult with are also ethically and legally bound to keep all information confidential. If you do not object, I will not tell you about these consultations unless I believe it is important to our work together. I will make note of these consultations in your confidential file.

There are also some situations in which I am legally obligated to take certain actions to attempt to protect you, or others from harm. In doing so I may have to reveal some information about you and your treatment. These situations are as follows:

1. If I believe there is threat of you doing imminent, serious, physical harm to yourself, I am required to take protective actions which may include contacting others, and possibly seeking hospitalization for you. New Jersey State Law further demands that I also provide the Chief Law Enforcement Officer of the municipality in which you reside, or the Superintendent of the State Police with your name and other non-clinical identifying information.

Law enforcement will use this information to determine if you have been issued:

- a firearms purchaser identification card
- a permit to purchase a handgun
- any other permit or license authorizing possession of a firearm

2. If you communicate a threat, or if I believe there is an imminent threat for you to cause serious, physical violence against a readily identifiable person, I am required by law to take protective actions including notifying the potential victim, and possibly seeking hospitalization for you.

New Jersey State Law further demands that I also provide the Chief Law Enforcement Officer of the municipality in which you reside, or the Superintendent of the State Police with your name and other non-clinical identifying information.

Law enforcement will use this information to determine if you have been issued:

a firearms purchaser identification card  
a permit to purchase a handgun  
any other permit or license authorizing possession of a firearm

3. If I learn of, or have reasonable cause to suspect current abuse, neglect or exploitation of a minor child (under the age of 18), I am obligated, by law, to report it to the NJ Division of Child Protection and Permanency (DCP&P, formerly NJ Division of Youth and Family Services – DYFS). In doing so, I may be required to provide additional information.

4. If I learn of, or have reasonable cause to suspect current abuse, neglect or exploitation of a frail, elderly or otherwise vulnerable adult, I am obligated, by law, to report it to the county adult protective services provider. In doing so, I may be required to provide additional information.

5. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by laws governing therapist-client privilege. Therefore, I cannot provide any information without your written permission, or a court order. If you are involved in, or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

6. If a government agency requests information for health oversight activities, I may be required to provide that information to them.

7. If you file a complaint or lawsuit against me, I may be allowed to disclose relevant information in order to defend myself.

If any of the above situations arise, I will make every effort to discuss it with you fully before taking action (pending any immediate, life- threatening circumstances). I would also limit any disclosures to other parties only to what is necessary and/or required by law.

#### Regarding Minors and Parents

Clients under the age of 18 (who are not emancipated) and their parents should be aware that the law may allow parents to examine their minor child's treatment records unless I believe that such access is likely to result in injury to the child.

Because privacy is seen as a crucial element of psychotherapy, particularly for teenagers, it is my policy to request an agreement from parents of teenagers to relinquish access to their teenager's records. If they agree, during the course of treatment, I will provide them only general information about their teenager's progress and/or attendance at scheduled sessions. If requested, I will provide parents a summary of their teenager's treatment when it is complete. Any other communication will require the teenager's authorization, unless I believe the teenager is a danger to self, or to others. When such is the case, I will notify the parents of my concern.

Before I provide parents with any information, I will first discuss the matter with the child or teenager (if possible) and do my best to handle any objections the child or teenager may have.

Children who are under 18 years old and currently being seen at the practice will be sent a new informed consent a Consent to Release Information Form (ROI) when they are 17 years old to complete and submit through TheraNest. This will be in preparation for when the child turns 18 years old.

All of the above descriptions should help you to better understand your rights with regard to the limits of confidentiality in psychotherapy. It is important that we discuss any questions you may have now or if they arise in the future.

The laws governing confidentiality are complex, so in situations where specific advice is required, formal, legal counsel may be required. Authorization for the following reasons:

#### About Psychotherapy

Psychotherapy is not easy to describe in brief, general statements. It is quite dependent on a combination of important factors including the personalities of both the therapist and client and the particular issues or concerns the client wishes to address.

There are many different methods that can be used in response to the issues or concerns that you hope to address. A psychotherapy session is quite different from a visit to your medical doctor in that it relies on developing a trusting relationship between the therapist (me) and the client (you). It calls for you to be active in developing goals, considering new perspectives, trying out new ways of being, and practicing new skills. You will realize the most benefit if you commit to working on issues during your sessions AND also between your sessions.

Psychotherapy can have benefits and risks. It sometimes involves discussing unpleasant aspects of your life and so you may, at times, experience an increase in uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has been shown to be greatly beneficial to people who undertake it. It often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There can be no guarantees of what you will experience, however.

Your first session or two will be dedicated to learning how you decided to undertake psychotherapy and how you hope to benefit from it, as well as to gathering information about any problems and/or specific symptoms you are experiencing. I will ask you for some information about your personal background, any previous treatment, your symptoms, your family and relationship history and any special circumstances you believe are important for me to know about.

During these early sessions you will also gain some first impressions about what our work together will include. You should evaluate this information, along with your own opinions about whether you feel comfortable working with me. Together, we will then decide if I am the best person to help you work toward your treatment goals.

Therapy involves a commitment of time, money and energy. It is important to choose a therapist carefully. Should you have questions, please ask them as they arise. If you have ongoing doubts about your therapy with me, you are welcome to discuss them with me. At some point, I may recommend, or you may choose to set up a meeting with another mental health professional in order to obtain another opinion.

### Meetings & Scheduling

If it is decided that therapy with me will continue, we will usually schedule one 40-60 minute session per week, at a time we both agree upon. If you need to cancel/reschedule a session, kindly provide me with at least 24 hours advanced notice. If you do not cancel a session in advance, or you do not attend a scheduled session, you will be charged a \$50 fee. For group therapy, the same policy applies. However, if you do not cancel a session in advance or you do not attend a scheduled group, you will be charged a \$40 fee.

### Payments & Billing

Main Street Counseling only accepts credit card payments. Credit cards will be kept on file and will be charged the day after sessions occur. An automatic receipt is emailed to you after your credit card is run. However, we wait for the first Explanation of Benefits to process before charging your card for the first session. This way, we know what your copay or coinsurance is and whether or not you have a deductible. If you are seeing an APN along with a therapist at Main Street Counseling and have a deductible or coinsurance, your session with your therapist will automatically be charged the day after the session. However, since the allowed amount with insurance is different for APNs than therapists, we will wait for the Explanation of Benefits to come back for your session with your APN before manually charging your credit card. Main Street Counseling charges \$175 for 60 minute individual sessions and \$60 for 60 minute group sessions.

If a parent or guardian is paying for your sessions, even if you are 18 years or older, you give Main Street Counseling permission to communicate with your parent or guardian should there be any billing issues (ie: updating a credit card, collecting payments, etc.).

If your account has not been paid for more than 60 days, Main Street Counseling has the option of using legal means to secure the payment. This may involve the use of a collection agency, or going through small claims court which will then require disclosure of otherwise confidential information. In most collection situations, the only

confidential information released is the client's name, the nature of the services provided, and the amount due. If such legal actions become necessary, its costs will be added to the claim.

## **Advanced Nurse Practitioners**

Main Street Counseling has two Advanced Practice Nurses (APN), Candace Ibrahim & Lisa Recchione on staff. Their main responsibility is medication management. If you schedule to meet with Candace or Lisa, they will first meet with you for an initial consultation for about an hour. Each follow up appointment is about 30 minutes in length. The first hour appointment is \$400 and each 30 minute follow up appointment is \$250. Candace also accepts Blue Cross Blue Shield and Aetna insurance. Please verify your coverage with your insurance company prior to scheduling an appointment with Candace or Lisa as there are no guarantees of claim payments. Please be advised if your insurance company denies a claim for a session you had with Candace or Lisa, you will be responsible for rectifying the issue with your insurance company prior to your next scheduled appointment with them. This may sometimes be due to the need to update your coordination of benefits. If you do not rectify the issue with insurance prior to your next scheduled appointment with them, you will need to be discharged and referred out. If your insurance does not cover sessions with Candace or Lisa, you will also have the option of paying out of pocket. To ensure the highest quality and timeliness of treatment and medication management, follow-up appointments should be made at the end of your visit as per your prescriber's or therapist's recommendation. As our appointments book up quickly, we are not always able to accept walk-ins or last-minute emergency appointments. Main Street Counseling is not responsible for lost or stolen prescriptions. Our prescribers will not write any duplicate prescriptions for lost, stolen, or destroyed narcotic medications without a valid police report. It is your responsibility to handle and store your medications safely. Prescriptions will not be refilled over the phone. To receive a refill or replacement of any medication, patients are advised to schedule an appointment with their prescriber. By signing this document, you agree to the following: You will not share your medication with anyone else. You will not receive other psychiatric medications from other providers without first informing your Main Street Counseling prescribing provider. Alcohol and other drugs may compromise your treatment and make your symptoms worse and Main Street Counseling recommends that you abstain from these substances while in treatment. If you also have a therapist at Main Street Counseling, Candace will be collaborating with them as it relates to your treatment plan. If you do not want Candace to collaborate and communicate with your other Main Street Counseling therapist, please email us a hand written and signed letter indicating this to [mainstreetcounselingnj@hushmail.com](mailto:mainstreetcounselingnj@hushmail.com).

If you, or someone you know is experiencing an imminent and life-threatening emergency, immediately call 911 or go to your nearest hospital emergency room. If I cannot be reached, and you are experiencing a mental health crisis that is NOT imminently life-threatening, you can contact one of the following:

NJ HOPE LINE: 1-855-654-6735

NATIONAL SUICIDE PREVENTION LIFELINE: 988

CONTACT OF MERCER COUNTY: 609-896-2120

Available 8:00 am to 10:00 pm, every day of the year

FOR LGBTQ and T CONCERNS:

TRANS LIFELINE: 1-877-565-8860 (24/7)

GLBT NATIONAL HOTLINE: 1-888-843-4564 (M-F 4pm - Midnight; Sat. 12-5pm)

TREVOR PROJECT LIFELINE: 1-866-488-7386 (24/7)

FOR DOMESTIC & SEXUAL VIOLENCE CONCERNS

WOMANSPACE of MERCER COUNTY (<http://www.womapace.org>)

PHONE HOTLINE: 609-394-9000 (24/7)

TEXTING HOTLINE 609-619-1888 (24/7)