

# Office Policies

This document contains important information about my professional services and business practices. Please read it carefully as it will represent an agreement between us. All policies apply to in-person and video or phone sessions (telehealth) unless otherwise specified.

## Confidentiality

In general, the law protects the privacy of all communications between a patient and psychologist and I can only release information about our work to others with your written permission. However, I can release information about our work to others *without* your permission in the following circumstances:

1. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in some proceedings, a judge may order my testimony if he/she determines that the issues demand it. If you are ever involved in a court proceeding, please consult with a lawyer about the legal implications of the proceeding and with me regarding its clinical implications.
2. If I believe that a minor, elderly person or dependent adult is being abused, I am legally obligated to take action to protect them from harm and must file a report with the appropriate state agency.
3. If a patient threatens to harm him/herself or if I deem a patient gravely disabled, I am required to take protective actions that may include hospitalization for the patient and/or contacting authorities, family members, or others who can help provide protection.
4. If I believe that a patient poses a serious danger of violence to others, I am required by law to take protective actions that may include notifying the potential victim(s), contacting the police, or seeking hospitalization for the patient.

If any of the above situations occur, I will attempt to discuss the situation with you before taking action if possible.

**Consultation.** I may occasionally find it helpful to consult other professionals about a patient. During a consultation, I do not use the identifying information of my patient. The consultant is also legally bound to keep the information confidential. I will not tell you about these consultations unless I feel that it is important to our work together.

**Emergency access to records.** In the event that I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated colleagues who are licensed psychologists as my professional executors. If I die or become incapacitated, my professional executors will be given access to all of my client records. They may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide psychological services if needed; and/or to facilitate continued care with another qualified professional. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you

**Your emergency contact.** I will only contact the person you have deemed as an emergency contact in the following situations:

1. You have an incapacitating medical or clinical emergency during a session.
2. I have substantial concern that you may be in danger of harming yourself or have become gravely disabled.

## **Contacting Me**

I am not usually available immediately by telephone or e-mail. I typically return calls and e-mail messages within 24-48 hours, with the exception of weekends and holidays. I am not available by phone or e-mail on weekends or holidays unless you and I have made prior arrangements.

**Electronic Communication.** Please note that email is not a secure form of communication, and I cannot guarantee that the information you disclose in an email will not be intercepted by a third party. Therefore, email is not an appropriate means of communicating confidential or urgent information to me. Therapy sessions are never conducted via email.

I do not communicate with patients via text message or social media, nor will I use the web to search for information about you without your consent.

## **Fees**

My current full fee is \$275 for the initial session and \$225 for all sessions thereafter.

You are expected to pay our agreed-upon fee or your copayment by cash, check or electronic means (such as CashApp or Zelle) at the beginning of each session unless we have made other arrangements. Please note that I will charge you my bank's fee for any check returned to me because of insufficient funds. I do not accept credit cards. I raise my fees periodically, and I will discuss this with you at least a month before the change goes into effect.

I negotiate reduced fees on a case-by-case basis. If you pay a reduced fee, it is subject to renegotiation.

If you use your health insurance to help pay for your sessions, you are responsible for verifying and understanding the limits of your coverage, as well as any copayments and deductibles. If, during the course of treatment, your insurance ceases to cover your sessions, you have the option of continuing treatment with me on a self-pay basis. In the event of an insurance billing error, you will be issued a credit where appropriate. No refunds will be issued.

When I have to speak with others in the course of treatment (such as in court proceedings or consultations with other professionals involved in your care) and it requires my time and effort above and beyond the normal course of therapy, we will discuss the fee for these additional services.

If I spend more than 10 minutes per week reading or responding to your emails or more than 10 minutes per week listening to or returning your phone messages, I will charge you for the time beyond 10 minutes at my current rate for therapy on a prorated basis.

### **Cancellations and Lateness**

I typically schedule one 55-minute session per week. Longer or more- or less-frequent sessions are by special arrangement.

**Cancellations.** If you fail to come to an appointment or do not provide me with **48 business hours notice** of a cancellation, you will be expected to pay my full fee for the session. Because insurance does not pay for missed sessions, you will be charged my full fee for missed sessions even if you use insurance to pay for therapy.

Business hours are Monday through Friday, and do not include weekends and holidays. This means that Monday appointments must be cancelled by the corresponding time on the Thursday prior to the appointment and Tuesday appointments must be cancelled by the corresponding time on the Friday prior to the appointment.

You may provide notice of a cancellation by phone or e-mail. When cancelling an appointment, please provide me with the reason for your cancellation. If I deem that you could avoid cancelling your session with me, I reserve the right to charge you for the missed session, even if you are providing me with 48 hours notice.

If you anticipate that you might need to cancel a specific appointment but are unsure of your ability to provide me with 48 hours notice, please discuss this with me so that we might arrange an alternative cancellation policy for that session.

**Lateness.** If you know that you will be late for your appointment, please contact me by phone or e-mail to let me know as soon as possible. If you fail to arrive within 20 minutes of your appointment start time and you have not notified me that you will be late, I will consider this a no-show and charge you my full fee for the missed session. I cannot guarantee my availability after 20 minutes have passed from the scheduled start of your appointment unless you have notified me that you will be late. Even if you are late, your session will still end at the scheduled time. Alternative lateness policies may be negotiated on a case-by-case basis.

**Exceptions.** I negotiate exceptions to the above policies on a case-by-case basis. This typically includes circumstances such as serious illness and other emergencies. Please ask me for more information if you have questions about a specific circumstance.

In order to avoid cancelling your in-person appointment, you may request a video or phone session instead.

Additionally, if we can reschedule a missed session within the same week, you will not be charged for the missed session.

In very rare cases in which I think I may be late for or have to miss our appointment I will let you know as soon as I can and to the extent that I am able.

### **Professional Records**

The laws and standards of my profession require that I keep treatment records. You are entitled to view your records unless I believe that seeing them would be emotionally damaging, in which case I can provide a summary of the records instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them or the summary I provide with me or with the mental health professional of your choice.

Records are stored in a HIPAA-compliant electronic manner. They include your contact information, insurance information, dates of service, fees charged, diagnoses and any other clinical notes I deem necessary for treatment. If applicable, records will also include releases of information, testing reports, and any other forms you fill out during the course of our work together. I do not collect or store social security numbers.

### **Insurance Reimbursement**

You should be aware that most insurance companies require the release of clinical information, including, but not limited to, dates of service, diagnoses, treatment plans, and outcome. Signing this document gives me permission to release to your insurance company the information needed to obtain payment for my services.

You are responsible for verifying your insurance coverage and paying any fees or portion of fees not covered by your insurance.

### **Telehealth**

During video and phone sessions, It is important that you be in a quiet, private space that is free of distractions. Please silence alerts and other technology and close unnecessary browser windows on your computer.

We will use our agreed-upon platform and I will explain how to use it if needed. We will also develop a backup plan in case of technical problems during our session. (For instance, using a different video platform or switching to a phone call.)

As with in-person sessions, telehealth sessions will start at the scheduled time. In the event that technical difficulties shorten the session, it will still end at the originally scheduled time. In this case, the cost of the session will remain the same as originally planned unless specific alternate arrangements are made.

Some insurance plans do not cover telehealth sessions. Therefore, it is important that you determine your insurance benefits regarding telehealth. As with in-person sessions, you are responsible for paying any fees or portion of fees not covered by your insurance.

Due to the nature of telehealth and electronic communication, there are challenges to confidentiality that differ from in-person sessions. I will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic or telephonic communications could not occur.

You should also take precautions with regard to access to any technology used in therapy sessions. Be aware of any friends, family members or co-workers who may have access to your computer, phone or other technology used in your sessions. It is important to use a secure internet connection rather than public/free Wi-Fi.

I will never record your sessions and ask that you also do not unless we have discussed it first.

In the event of a clinical emergency, I may contact the emergency contact you have provided and/or seek other intervention on your behalf (such as calling 9-1-1 or requesting a wellness check from local police). If you are in crisis and we experience a technical issue, you should proceed directly to your nearest emergency room or call 9-1-1 without waiting to contact me.

If I/we decide that telehealth sessions are no longer appropriate, we will determine an alternate treatment strategy, such as ending therapy or having in-person sessions.

# HIPAA Privacy Practices

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

## **I have a legal duty to safeguard your protected health information (PHI)**

I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I've created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. I must provide you with this notice about my privacy practices, and such notice must explain how, when, and why I will "use" and "disclose" your PHI. A "use" of PHI occurs when I share, examine, utilize, apply, or analyze such information within my practice; PHI is "disclosed" when it is released, transferred, has been given to, or is otherwise divulged to a third party outside of my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And I am legally required to follow the privacy practices described here.

I reserve the right to change the terms of my privacy policies at any time. Any changes will apply to PHI on file with me already. Before I make any important changes to my policies, I will promptly change this document and inform you of the changes. You can also request a copy of this document from me or obtain it from my website .

## **How I may use and disclose your PHI**

I will use and disclose your PHI for many different reasons. For some of these uses or disclosures, I will need your prior authorization; for others, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

- A. Uses and disclosures relating to treatment, payment, or health care operations do not require your prior written consent. I can use and disclose your PHI without your consent for the following reasons:
- 1) For treatment. I can disclose your PHI to physicians, psychiatrists, psychologists, or any other licensed health care providers who provide you with health care services or are involved in your care. For example, if you're being treated by a psychiatrist, I can disclose your PHI to your psychiatrist in order to coordinate your care.
  - 2) To obtain payment for treatment. I can use and disclose your PHI to bill and collect payment for the treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for the health care services that I have provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies, and others that process my health care claims.
  - 3) For health care operations. I can disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you

received or to evaluate the performance of the health care professionals who provided such services to you. I may also provide your PHI to our accountants, attorneys, consultants, and others to make sure I'm complying with applicable laws.

- 4) Other disclosures. I may also disclose your PHI to others without your consent in certain situations. For example, your consent isn't required if you need emergency treatment, as long as I try to get your consent after treatment is rendered, or if I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think that you would consent to such treatment if you were able to do so.

B. Other uses and disclosures do not require your consent. I can use and disclose your PHI without your consent or authorization for the following reasons:

- 1) When disclosure is required by federal, state or local law; judicial or administrative proceedings; or, law enforcement. For example, I may make a disclosure to applicable officials when a law requires me to report information to government agencies and law enforcement personnel about victims of abuse or neglect; or when ordered in a judicial or administrative proceeding.
- 2) For public health activities. For example, I may have to report information about you to the county coroner.
- 3) For health oversight activities. For example, I may have to provide information to assist the government when it conducts an investigation or inspection of a healthcare provider or organization.
- 4) For research purposes. In certain circumstances, I may provide PHI in order to conduct medical research.
- 5) To avoid harm. In order to avoid a serious threat to the health or safety of a person or the public, I may provide PHI to law enforcement personnel or persons able to prevent or lessen such harm.
- 6) For specific government functions. I may disclose PHI of military personnel and veterans in certain situations. And I may disclose PHI for national security purposes, such as protecting the President of the United States or conducting intelligence operations.
- 7) For workers' compensation purposes. I may provide PHI in order to comply with workers' compensation laws.
- 8) Appointment reminders and health related benefits or services. I may use PHI to provide appointment reminders or give you information about treatment alternatives, or other health care services or benefits I offer.

C. Certain uses and disclosures require you to have the opportunity to object.

- 1) Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

- D. Other uses and disclosures require your prior written authorization. In any other situation not described in sections A, B, and C above, I will ask for your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I haven't taken any action in reliance on such authorization) of your PHI by me.

### **What rights you have regarding your PHI**

You have the following rights with respect to your PHI:

- A. The right to request limits on uses and disclosures of your PHI. You have the right to ask that I limit how I use and disclose your PHI. I will consider your request, but I am not legally required to accept it. If I accept your request, I will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures that I am legally required or allowed to make.
- B. The right to choose how I send PHI to you. You have the right to ask that I send information to you to at an alternate address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail). I must agree to your request so long as I can easily provide the PHI to you in the format you requested.
- C. The right to see and get copies of your PHI. In most cases, you have the right to look at or get copies of your PHI that I have, but you must make the request in writing. If I don't have your PHI but I know who does, I will tell you how to get it. I will respond to you within 30 days of receiving your written request. In certain situations, I may deny your request. If I do, I will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed. If you request copies of your PHI, I will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, I may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.
- D. The right to get a list of the disclosures I have made. You have the right to get a list of instances in which I have disclosed your PHI. The list will not include uses or disclosures that you have already consented to, such as those made for treatment, payment, or health care operations, directly to you, or to your family. The list also won't include uses and disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003.

I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you make more



than one request in the same year, I will charge you a reasonable fee for each additional request.

- E. The right to correct or update your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request that your request and my denial be attached to all future disclosures of your PHI. If I approve your request, I will make the change to your PHI, tell you that I have done it, and tell others that need to know about the change to your PHI.
- F. The right to get this notice by e-mail. You have the right to get a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of it.

#### **How to complain about my privacy practices**

If you think that I may have violated your privacy rights, or you disagree with a decision I made about access to your PHI, you may file a complaint with the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W., Washington, D.C. 20201. I will take no retaliatory action against you if you file a complaint about my privacy practices.

If you have any questions about this notice or any complaints about my privacy practices, or need more information about filing a complaint with the Secretary of the Department of Health and Human Services, please contact me at:

Jennifer Strong, PsyD  
872 Massachusetts Ave. Suite 2-7  
Cambridge, MA 02139  
(617) 501-4505

## Signature page for Office Policies and HIPAA Privacy Practices

Your signature below indicates that:

- You have read and understood the Office Policies and HIPAA Privacy Practices documents.
- You agree to abide by their terms during our professional relationship.
- You acknowledge that the policies outlined in the Office Policies document supersede those in any previous version of this document you may have signed.

Patient Signature: \_\_\_\_\_

Date: \_\_\_\_\_