



Ivana Pareja-Martins, EdS, LPC, LCADC, ACS
New Jersey - (732) 207-8778

NOTICE OF POLICIES AND PRIVACY PRACTICES

THIS NOTICE PROVIDES DETAILED INFORMATION THAT MUST BE READ CAREFULLY BEFORE AGREEING TO SERVICES. THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW TO ACCESS THIS INFORMATION.

EFFECTIVE DATE OF THIS NOTICE:

This notice went into effect on [February 20, 2022]

ACKNOWLEDGEMENT OF RECEIPT OF PRIVACY NOTICE:

Under the Health Insurance Portability and Accountability Act of 1996 (hereafter, “HIPAA”), patients have certain rights regarding the use and disclosure of protected health information (hereafter, “PHI”).

PLEDGE REGARDING HEALTH INFORMATION:

Therapist understands that health information about patient health care is personal. Therapists are committed to protecting health information about patients. Therapists create a record of the care and services you received. Therapists need this record to provide patients with quality care and to comply with certain legal requirements under federal and state law. This notice applies to all records of patient care generated by this practice. This notice will inform patients about the ways in which this practice may use and disclose health information about patients. This notice also describes patient rights to the health information and certain obligations regarding the use and disclosure of health information.

Therapists are required by law to:

- Ensure that PHI that identifies patients are kept private.
- Provide notice of legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- Provide any changes to this notice to patients. The new Notice will be available upon request via email or located on this website.

CONFIDENTIALITY:

All information disclosed within treatment sessions and records pertaining to sessions are confidential and may not be disclosed without written consent as required by the state of New Jersey law.

Required Disclosure: (1) When there is reasonable suspicion of child, dependent or elder abuse or neglect; or (2) when a patient presents a danger to self, to others, or to property.

Possible Disclosure: (1) Required pursuant to a legal proceeding by or against you; (2) if mental health status is placed as an issue in litigation initiated by the patient, the defendant may have the right to obtain the records and/or testimony by the therapist; or (3) in couple and family therapy or when different family members are seen individually (even over a period of time confidentiality and privilege do not apply between the couple or amount family members unless otherwise agreed upon).

Therapist will use clinical judgment when revealing such information stated above and will not release records to any outside party unless authorized by the patient to do so by all adult family members who were part of the treatment or by legal order of a court to the extend and content allowed.

USES AND DISCLOSURES THAT DO NOT REQUIRE PATIENT AUTHORIZATION:

Subject to certain limitations with NJ law, therapists must meet certain legal conditions before sharing information. Therapists can use and disclose patient PHI without authorization for the following reasons:

1. Appointment reminders and health related benefits, treatment alternatives or other health care services of benefit.
2. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
3. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
4. For health oversight activities, including audits and investigations.
5. For judicial and administrative proceedings, including responding to a court or administrative order or subpoena, although my preference is to obtain an Authorization from you before doing so if I am so allowed by the court or administrative officials.
6. For law enforcement purposes, including reporting crimes occurring on my premises.
7. To coroners or medical examiners, when such individuals are performing duties authorized by law.

DISCLOSURES THAT REQUIRE THE PATIENT THE OPPORTUNITY TO OBJECT:

Patients have the right and choice to inform therapist to provide patient PHI to a family member, friend, or other person whom patient indicates is involved in patient care or the payment for health care, or to share patient information in a disaster/pandemic relief situation. The opportunity to consent may be obtained retroactively in emergency situations to mitigate a serious and immediate threat to health or safety or if you are unconscious.

PATIENTS HAVE THE FOLLOWING RIGHTS WITH RESPECT TO PHI:

1. The Right to Request Limits on Uses and Disclosures of PHI. Patients have the right to request not to use or disclose certain PHI for treatment, payment, or health care operations purposes. Therapist is

not required to agree to patient request, and therapist may deny this request if it is believed it would affect patient health care.

2. The Right to Request Restrictions for Out-of-Pocket Expenses paid for in full. Patients have the right to request restrictions on the disclosure of patient PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service paid for out-of-pocket in full.

3. The Right to View and Obtain Copies of Patients PHI. Other than in limited circumstances, patients have the right to get an electronic or paper copy of medical records and other information. Therapist will provide patients with a copy of medical record, or if patient agrees, a summary of it, within 30 days of receiving written request from the patient. This practice may charge a reasonable cost-based fee.

4. The Right to Correct or Update Patients PHI. If a patient believes that there is a mistake in their PHI, or that a piece of important information is missing from their PHI, patients have the right to request that therapist correct the existing information or add the missing information. Therapist may deny this request and will inform patient in writing within 60 days of receiving patient's request.

5. The Right to Get a Paper or Electronic Copy of this Notice. Patients have the right to get a paper copy of this Notice and have the right to get a copy of this notice by email. If a patient has agreed to receive this Notice via email, may request a paper copy of it.

6. The Right to Choose Someone to Act for Your Behalf. If a patient has given an individual medical power of attorney or if an individual is a patient's legal guardian, that individual can make choices about the patient's health information.

7. The Right to Revoke an Authorization.

8. The Right to File a Complaint. Patients can file a complaint to the therapist or the state of NJ, if a patient feels they have been violated. Patients have the right to file a complaint with the NJ Division of Consumer Affairs by visiting www.njconsumeraffairs.gov.

MINORS IN THERAPY:

If a patient under 14 years of age, patient must be aware that New Jersey law may give parent/caregiver/guardian the right to obtain information about treatment and/or examine treatment records. However, the patient (minor) is protected by Federal confidentiality rules (42 CFR Part II), therefore a parent/caregiver/guardian can only obtain information treatment or medical records with the patient's consent. It is the therapist's policy to request a written agreement from the patient's (minor) parent/caregiver/guardian indicating that consent will be provided to access such information and/or records. If patient (minor) and parent/caregiver/guardian agree, therapist will provide parent/caregiver/guardian only with general information about work between patient (minor) and therapist subject to the approval of patient; or, if therapist feels that it is important for parent/caregiver/guardian to be informed to assure patient (minor) safety as well as the safety of others and/or property. In addition, if the therapist feels it is appropriate and there is a high risk that patient (minor) will harm self, others, and/or property therapist will involve parent/caregiver/guardian. Prior to providing parent/caregiver/guardian verbal or written information, therapist will discuss the matter with patient (minor), if possible. Furthermore, therapist will attempt to resolve any differences that

patient (minor) and therapist may have about what therapist is prepared to discuss to parent/caregiver/guardian.

EMERGENCIES:

If there is an emergency during treatment or after termination of treatment services where therapist becomes concerned about personal safety, the possibility of injuring someone, or proper mental health/psychiatric care, therapist will do whatever therapist can within the limits of NJ law to prevent self-injury, injury to someone else and ensure that proper medical care is received. For this purpose, therapist may also contact the individual whose names were provided as emergency contacts.

LITIGATION LIMITATION:

Due to the nature of therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature; it is agreed that should there be legal proceedings (such as, but limited to divorce and custody disputes, injuries, lawsuits, etc.) neither patient, patient's attorney, nor any individual acting on patient's behalf will call on therapist to testify in court or any other proceeding, nor will a disclosure of the records be requested unless otherwise agreed upon.

CONSULTATION AND TRAINING:

Therapist consults regularly with other professionals regarding patients; however, patients identify remains completely anonymous and confidentiality is fully maintained. However, in training or supervising health care practitioners, patient health information may be utilized to assist interns in improving skills in group, joint, family, or individual counseling or therapy. Therapist will inform patient if patient health information will be used for training or supervision purposes.

EMAILS, CELL PHONE, AND COMPUTERS:

It is very important to be aware that computer, scan, email, cell phone, text messaging, use of telehealth platform and telehealth platform messaging communication can be relatively easily accessed by unauthorized individuals and hence can compromise the privacy and confidentiality of such communication. Emails and text messaging are vulnerable to such unauthorized access and can easily be sent erroneously to the wrong recipient. Therefore, therapist requests extra caution through with these types of communication. If you communicate confidential or highly private information via email or text messaging, therapist will assume that patient has made an informed decision and patient is responsible for taking that risk and understands that therapist has no control over such vulnerability.

TELEHEALTH PROVISION OF SERVICES:

This practice provides patients health care services remotely using a telehealth platform using interactive, real-time, two-way communication technologies. Therapist will: (1) be validly licensed, certified, or registered, pursuant to Title 45 of the Revised Statutes, to provide such services in the State of New Jersey; (2) remain subject to regulation by the appropriate New Jersey State licensing board or other New Jersey State professional regulatory entity; (3) act in compliance with existing requirements regarding the maintenance of liability insurance; (4) remain subject to New Jersey jurisdiction if either the patient or the provider is located in New Jersey at the time services are provided; and (5) subject to the same standard of care or practice standards as are applicable to in-person settings.

RECORDS AND PATIENT RIGHT TO REVIEW RECORDS:

Both the law and the standards of therapist's profession require that therapist keep appropriate treatment records for at least ten years unless otherwise required by the state of New Jersey. Therapist's computer is equipped with a firewall, a virus protection, and a password. Therapist utilizes an electronic health care system for all medical records. If there are any concerns regarding treatment records, please notify therapist. As a patient, the patient has the right to review or receive a summary of records at any time, except in limited legal, emergency circumstances or when the therapist assesses that releasing such information may cause harm in any way. In such a case therapist will provide the records to an appropriate and legitimate professional of patient choice. Considering all the above exclusions, if it is still appropriate, upon patient request, the therapist will release information to any agency/individual that patient specifies unless therapist assesses that releasing such information may be harmful in any way. When more than one patient involved in treatment, such as in cases of couple and family therapy, therapist will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment. You may have additional rights under state and local law. Please seek legal counsel from an attorney licensed in your state if you have questions regarding your rights to health care information.

TELEPHONE AND EMERGENCY PROCEDURES:

Patients that need to contact therapist between sessions may contact therapist via phone, text, email, or telehealth platform messaging. Please note that therapist may be in session or unavailable at the time of communication. Therapist will respond within 24 hours. If an emergency arises, indicate it clearly in the phone or text message and contact the nearest emergency department, screening center, the local police department or call 911.

PAYMENT AND INSURANCE REIMBURSEMENT:

Patients are expected to pay the co-pay fee as it pertains to insurance carrier for either a 45-minute or 55-minute session. The standard fee for self-pay is between \$100 to \$125 for a 45-minute session and \$125 to \$150 for a 55-minute session. This practice follows the federal No Surprises Act (P.L. 116-260, Division BB, Title 1). The No Surprises Act went into effect on January 1, 2022; passed as part of a COVID-19 relief bill. The No Surprises Act was designed to minimize surprise medical bills for patients who received unavoidable out-of-network medical care, to create new health insurance appeal processes, and eliminate out-of-network cost-sharing.

Payment can be provided at the end of the session. Please notify therapist if any challenges arise prior to services or during treatment regarding the ability to make timely payments or if payments have become financially unmanageable as this practice offers sliding scale rates. Therapist will provide patient a receipt of payment upon request. If your account is overdue (unpaid) and there is no written agreement on a payment plan, the therapist can use legal or other means (court, collection agencies, etc.) to obtain payment.

Patients who carry insurance should remember that professional services are rendered and charged to the patient's insurance carrier unless otherwise specified in circumstances of out-of-network and self-pay. If you are out-of-network or self-pay, the therapist will provide you with a copy of payment after each session. If you are submitting payment to through an insurance carrier on an out-of-network basis, please understand that submitting a payment invoice carries a certain amount of risk of privacy and confidentiality. The patient must also be aware that not all conditions managed in psychotherapy are reimbursed by insurance carriers and therefore, it is the patient's responsibility to verify the specifics of coverage.

MEDIATION AND ARBITRATION:

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party, chosen by agreement of therapist and patient(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. If mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in NJ, in accordance with the rules of the American Arbitration Association, which will be in effect at the time the demand for arbitration is filed. If the patient account is overdue (unpaid) and there is no agreement on a payment plan therapist can use legal means (court, collection agencies, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recovery a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in several benefits, including improving interpersonal relationships and resolution of the specific concerns that led to seeking therapy. Working towards these benefits requires effort on the patient's part. Psychotherapy requires very active involvement, honesty, and openness for change to occur. Therapist will ask for feedback and views of therapy. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear or experiencing anxiety, depression, insomnia. Therapist may challenge some assumptions and perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause patient to feel upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that were presented to therapist in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, schooling, housing, or relationships. Change will sometimes be easy but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During treatment, therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and the assessment of what will best benefit the patient. These approaches include, but are not limited to, cognitive behavioral, family systems, developmental (child, adolescent, adult, couple, family), humanistic, person-centered and/or psycho educational. Therapist will not provide custody evaluation, medication/prescription, or legal recommendations, as these activities do not fall within the scope of practice.

DISCUSSION OF TREATMENT PLAN:

Within a reasonable period after the initiation of treatment, therapist will discuss with patient the working understanding of the problem, treatment plan, therapeutic objectives, and the view of the possible outcomes of treatment. If patient has any unanswered questions about any of the procedures used during treatment, possible risks, therapist's implementations or about the treatment plan, therapist suggests that patient ask therapist and patient will be answered fully. Patient also has the right to ask about other treatments, risks, and benefits. If patient could benefit from any treatment that therapist does not provide therapist has an ethical obligation to assist patient in obtaining those treatments.

TERMINATION:

Therapist will assess if therapist can be of benefit to patient during the first few initial sessions and throughout treatment. If therapist cannot be of benefit to a patient, therapist will provide referrals for patient to contact. If at any point during treatment therapist assesses that therapist is not effective in helping patient reach the therapeutic goals or that patient is not adherent to treatment, therapist is

obligated to discuss these concerns with patient and if appropriate make a referral to services with another therapist. If patient requests and authorizes it in writing, therapist will contact the therapist of choice to help with the transition. If patient at any time wants another professional's opinion or wishes to consult with another therapist, therapist will assist patient with referrals, and if therapist has written consent, therapist will provide professional with the essential information needed. Patient may have the right to terminate treatment at any time. If patient chooses to do so, if appropriate, therapist will offer to provide contacts of other qualified professionals.

DUAL RELATIONSHIPS:

Not all dual or multiple relationships are unethical or avoidable. However, therapy never involves any dual relationship that impairs therapist's objectivity, clinical judgment or exploitative in nature. Therapist will never acknowledge working with any patient out in the community. For example, patient and therapist residing in the same town may see each other at the local store, therapist will wait for patient to initiate communication first.

Therapist will discuss the existing complexities, potential benefits and challenges that may be involved in dual or multiple relationships. Dual or multiple relationships can detract trust and therapeutic effectiveness. It is the patient's responsibility to communicate to therapist if the dual/multiple relationship becomes uncomfortable for patient in any way. Therapist will always listen carefully and respond according to patient's feedback and will discontinue the dual relationship if therapist finds it interfering with the effectiveness of the therapy or the welfare of the patient and of course patient can do the same at any time.

CANCELLATION:

Since the scheduling of an appointment involves the reservation of time specifically for patient a minimum of 24-hour notice is required for rescheduling or canceling an appointment. The amount of \$50.00 will be charged for sessions missed without such notification. Patient shall be aware that insurance carriers do not reimburse for missed sessions and it is the responsibility of the patient.

CHANGES TO THIS NOTICE:

This practice can change the terms of this Notice, and such changes will apply to all the information about patients. The new Notice will be available upon request, via email and can be located on this website.