

**THE HARBOR PSYCHOTHERAPY SERVICES, LCSW, PLLC  
NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. THIS NOTICE AND PSYCHOTHERAPY SERVICES CONTRACT AND GENERAL INFORMATION IS BY AND BETWEEN THE HARBOR PSYCHOTHERAPY SERVICES, LCSW, PLLC, HEREAFTER REFERRED TO AS “THERAPIST” AND \_\_\_\_\_, HEREAFTER REFERRED TO AS “PATIENT” OR “CLIENT.” PLEASE REVIEW IT CAREFULLY AND SIGN IN ACCORDANCE.**

The privacy of all communications between a patient/client and a licensed clinical social worker is protected by law. The Harbor Psychotherapy Services, LCSW, PLLC, cannot and will not inform anyone of the content that takes place during face-to-face sessions in our designated office, phone sessions, or other phone contacts. We also cannot and will not inform anyone that you, the patient/client, are participating in a therapeutic relationship with us. Should you sign a consent form granting us permission to speak with designated individuals regarding your treatment, We will always act in a manner that is prudent and practical so as to protect your privacy and our therapeutic relationship. You may instruct us and give written consent to disclose information with whomever you chose, and you can amend and/or revoke consent at any time. The Health Insurance Portability and Accountability Act of 1996, otherwise known as HIPAA, has generated several sets of federal regulations applicable to health care practitioners, including social workers, and was designed to protect patients/clients’ privacy. HIPPA insures the confidentiality of all electronic transmission of information about a patient/client. Should we transmit information about you electronically (i.e. sending/receiving bills if applicable or faxing information), it will be done carefully and with consideration to insure confidentiality. We do not intend to correspond with you via email in the interest of sending documents containing personal information. This will ensure that electronic transmission of personal data will not take place via email between you and us. (Please see “Email” heading in future pages for further clarification of this form of communication).

There are certain conditions in which disclosure of privileged verbal exchanges (i.e. your confidentiality) is mandated by law. Here are the four most common exceptions. For a comprehensive listing of All cited exceptions please visit the following website: [http://www.omh.ny.gov/omhweb/hipaa/phi\\_protection.html](http://www.omh.ny.gov/omhweb/hipaa/phi_protection.html)

- 1) any suspicion of child abuse and/ or neglect or elder abuse and/or neglect. We must inform Child Protective Services (CPS) within 48 hours and Adult Protective Services (APS) immediately.
- 2) patient makes a credible threat to the physical well being of one or more individuals. We must attempt to inform that person or persons and warn him or her or them of your intentions. Therapist must also contact the police department and request that they protect the specified individual or individuals.
- 3) patient is in imminent danger of harming him/herself. Therapist may contact the police department or the county crisis team if therapist determines after further inquiry that you were unwilling/unable to take steps to guarantee your safety. Therapist will uphold professional discretion at all times when formulating conclusions as to how to best proceed.
- 4) Therapist is court ordered to give testimony about your treatment. Most often courts uphold client-worker confidentiality, particularly in civil matters, and do not compel clinicians to testify. Should Therapist be subpoenaed, Therapist will use his/her professional discretion within his/her designated rights.

Note that therapist may occasionally find it useful and necessary to consult with other mental health and/or medical professionals about your treatment. During a professional consultation, therapist makes every effort to avoid revealing the identity of patient/client. The consultant will also be legally and often ethically bound to keep all information private. By the standards of practice in psychotherapy, such a consultation is not a violation of your confidentiality. Therapist may also occasionally use current and past patients/clients to illustrate points during university, undergraduate, and graduate school lectures. In addition, therapist refers to past and current patients/clients when supervising students in an intern capacity. Finally, therapist may use the details of your case and treatment episode in various writings of articles and books should I pursue such routes. Disclosures made in an educational context for the intention of learning are also considered to be in line with the standard of practice. Should any of these pose a problem for you, please inform us in advance and therapist will proceed accordingly. (You will be asked to sign a written document regarding your request that therapist not disclose the particulars of your case in any or all specified capacity/ies).

### **PSYCHOTHERAPY SERVICES CONTRACT & GENERAL INFORMATION**

Welcome to The Harbor Psychotherapy Services, LCSW, PLLC, and thank you for considering us in your therapeutic endeavor. This document contains important information about our professional services, business practices, and policies. It also serves as a contract between you and us. It is written in part to offer clarification as well as help in establishing the foundation for a strong therapeutic relationship. Please read the pages carefully and feel free to ask us any questions you may have. We look forward to our work together.

#### **Psychotherapy Services:**

Psychotherapy is a general term referring to therapeutic interaction or treatment contracted between an expert and a client. It aims to increase the individual's sense of well-being and self-awareness in response to distress caused by various life stressors. There are different methods employed to address various problems and we typically utilize an assortment of treatment modality formats (i.e. CBT, DBT, Solution Focused Therapy, etc.) depending upon the nature of the client's identified problem area. We are happy to educate you on the approaches selected for use in our work together and instruct you as to how to apply such approaches effectively and consistently outside of our sessions. We consider therapy to be a didactic process which means effort on both our part and your part is crucial when trying to implement long-standing changes in cognition and behavior. Therefore, expect to roll up your sleeves and get to work!

Psychotherapy has been proven to have many benefits in the form of improved interpersonal relationships, reduction and/or elimination of unwanted thoughts, improvement in problem-solving abilities and conflict resolution, and emotional stability (Anthony & Farkas, 2012). We cannot, however, offer you any guarantees and, at best, we can speak anecdotally and say that you can improve your quality of life by being actively involved in your treatment process. Since therapy unfolds many unpleasant, underlying feelings and emotions it is quite common for a person to initially feel worse before they feel better. This is because the exposure of challenging thoughts and feelings can have a strong impact on our emotional and mental stability and until they are resolved, we tend to feel ill at ease. We cannot offer an exact period as to how long this discomfort can and will last; however, We encourage and strongly advise you to continue with treatment and engage in regular contact with us during this difficult period of time. Should we clinically conclude that a medical consultation is necessary, we will not hesitate to suggest this to you and seek your feedback.

We intend to use the first three sessions or so for evaluation purposes and we will offer our clinical impression of your case, shortly thereafter. It is at this time that treatment may be terminated should you decide you are not comfortable with us for any reason. You are, of course, able to terminate at any time in the process, including prior to the third session. We do, however, encourage you to allow for at least three sessions to take place as we have found terminating sooner is often premature and a disservice.

Since therapy involves a commitment of time; money; and emotional and mental energy; we encourage you to carefully select a therapist you feel is a good fit for you. If you feel that is not us, we would be happy to refer you to at least One potential mental health colleague for psychotherapeutic purposes only, for a second opinion.

Should you enter treatment with us and have been previously prescribed psychotropic medication, we request to have regular contact with whomever you identify as managing your medication regimen. If you refuse this, we may consider referring you to another mental health professional as our clinical preference is to have regular contact with the prescribing provider. Should you request to work with a new prescribing provider, we will be happy to make Two referrals after learning your rationale for requesting a change. We consider collaboration to be a significant part of your treatment and having accessibility to the treatment provider that prescribes psychotropic medication can allow for the development of a more comprehensive treatment plan. You should expect we will inquire about your prescribing provider, appointment days and times, and involvement of that provider to ensure you receive the best possible treatment.

**Appointments/Sessions:**

The initial intake session is 60 minutes, leaving room at the end to discuss any concerns or questions you may have. Subsequent psychotherapy sessions last the duration of 45 minutes, as generally allocated by insurance. Should your insurance company offer a 60-minute option, and this is considered medically necessary, we may exercise this option. More frequent sessions can be scheduled (i.e. 2X/week) if we conclude it is clinically warranted, you suggest it is beneficial at that time, and your insurance permits reimbursement for more frequent visits. We will not look to meet with you more than once a week if it is no longer necessary. If you arrive late for your scheduled session and inform us of your delay via a phone call, we will try our best to give you the full 45 minutes. If we are unable to do so because of the next scheduled appointment, we will use the time we have, and full payment will be made. If you miss a session without canceling via a phone call or cannot keep your appointment, you will be expected to pay your usual appointment rate unless 24 hours' notice of cancellation is provided. See Cancellation and Billing Policies form for specific details.

**Professional Fees:**

For clients paying out of pocket, our fee is \$140 per session. Payment can be made in the form of cash or check and should be paid on the day of the session. Cash and checks are the only acceptable forms of payment. Thank you for your understanding.

If we are facilitating a phone session with you while both of us are in New York, I understand payment cannot be made the exact day the service is rendered; however, we should receive payment either in person during our next session or via the mail (address on business card) within four to five days from the date of service. If we are facilitating a phone session and you are out of town during the session (i.e. outside of New York), we will expect that payment be made in person during our next session. If you are out of town for more than one month, we expect that payment will be made by mailing a check to The Harbor Psychotherapy Services, LCSW, PLLC, address in a timely manner. Phone sessions as well as Skyping or any other form

of Video Chat are not permitted for those who are using insurance for payment purposes unless your particular insurance offers this option. This requires prior authorization.

**Billing and Payments:**

Payment is due on the day services are rendered unless we have made alternative arrangements. If we are consistently requesting payment be made without an appropriate response on your end I, Jennifer Nikou, PhD., LCSW-R, will contact a collection agency or small-claims court. We are providing a professional service with the understanding that we be paid in response to rendering that service, as you would any other service. Please do not abuse this policy and respect the nature of our working relationship.

Phone calls taking place during non-scheduled session time of less than 20 minutes will not be charged for those paying out of pocket; however, if we spend more than 20 minutes in a given week on the phone during non-scheduled session time, we will charge you an additional \$40.00 for that time regardless of how much time thereafter. We will expect payment during our next scheduled session. Should a crisis ensue that involves more than 20 minutes of our time in the case of requiring hospitalization, I will not charge for this service.

It is not uncommon for insurance companies to audit members' records at any point in time. Dates of services audited can be as recent as the current year or as far back as they see fit. Sometimes an insurance company determines that a date of services or multiple dates of service were not eligible for various reasons, despite having processed and paid out the claim based on my in-network provider rate at the time the service was rendered. As a result, the insurance company requests refunds for the amount owed to them. I will proceed with contacting the patient/member to request payment for monies owed to their insurance company. It is the patient/member responsibility to pay the refund, not the provider (me), for services rendered in error by the insurance company. If the patient/member refuses to reimburse me so that I may pay back their insurance company, I may proceed with any or all of the following: charging their credit card on file, filing a complaint with their insurance company, or seeking legal action to retrieve monies owed.

If you request that an invoice be provided for your personal records, reimbursement purposes, or any other appropriate reason, we will provide you with an invoice for scheduled dates of services. This cannot include a cancelled session which you paid for; therefore, it will not be included on the invoice. Invoices will be provided at the end of the month.

If you become involved in legal proceedings that require our professional input and time, you will be expected to pay for this time even if we are ordered to court by another party. The fee will be mutually determined based on the hours given.

Upon termination of treatment, all payments are expected to be made with the intention of us terminating with a zero balance.

We reserve the right to change the fee (raise or lower) at any time with at least one-month notice to you (for those paying out of pocket).

**Contacting Us:**

Each therapist will provide you with his/her personal cellular phone number for contact purposes. My, Jennifer Nikou, number is the main contact number listed on our website should you need to contact me. If you are unable to reach your therapist via the phone and choose to leave a voice mail, Therapists check their voicemails regularly. Therapists' hours vary and will be discussed with their clients. Therefore, availability is different for each therapist. In the case of a psychiatric emergency, please contact 911 or go to your nearest emergency room for evaluation purposes.

We **discourage** correspondences with clients via email and all therapists have been informed to not provide their personal email to clients. The email listed on our website can be used for initial

contact purposes and further contact should be conducted face-to-face or via the phone. I am the only person receiving and reading emails from clients so please do not send emails if looking to connect with your therapist.

Therapists are independent contractors providing services for The Harbor Psychotherapy Services, LCSW, PLLC. Clients should not ask to work with any therapists in a different private practice capacity that is not affiliated with The Harbor Psychotherapy Services, LCSW, PLLC. Therapists are aware that this is not ethical nor acceptable practice and should not request to work with you in his/her private practice not affiliated with The Harbor Psychotherapy, LCSW, PLLC. This should be reported to me, Jennifer Nikou, if an outside working relationship is being proposed by either therapist or client.

We **do not** correspond/communicate with current or former clients on any form of social media, (i.e. Facebook, LinkedIn, Twitter, Gmail, AOL messenger, etc.). Should you locate our names or any of our identifying information online in a context other than a marketing tool, please consider this personal information which we do not intend to discuss as part of our therapeutic relationship. If you feel uncomfortable with any, some, or all of the information you learned and feel it can or does potentially compromise our professional relationship and your mental health, we will allow for such discussion during session time within reason.

We **will not** make any social networking contact requests of former or current clients. We also do not follow your blogs, tweets, or other social media postings. If you would like to share aspects of your online life with us, please feel free to bring these to your sessions for discussion purposes and please use discretion when doing so.

This is done to ensure your confidentiality and privacy.

Should The Harbor Psychotherapy Services, LCSW, PLLC, use social media such as Facebook as a means of connecting with potential and current clients, this will be an acceptable format for viewing the group practice.

#### **Online Searches and Exceptions to Policy:**

We do not regularly search for patients online, using Google or other search engines. Rare exceptions may be made during times of crisis. If we have a reason to suspect that you are in danger and you have not been in touch with us via our usual means (appointments, phone, etc.) there may be an instance in which using a search engine or other online way to find you, find someone close to you, or to check on your recent status updates becomes necessary as part of ensuring your welfare. These are uncommon situations and if we ever resort to such means, we will fully document it and discuss it with you when we meet next.

#### **Professional Records:**

We keep appropriate records of all treatment and services rendered. The confidentiality of these records is closely safeguarded. If you prefer that we keep no records, you must provide us with a written/typed request to this effect for your file and we will only document that you attended therapy during specific time frames. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that Therapist correct any errors in your file. You have the right to request that Therapist make a copy of your file available to any other health provider at your written/typed request. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. Therefore, we strongly suggest reviewing the records during session time so that Therapist is able to educate you on the clinical terminology and reduce the possibility of misunderstandings.

#### **Patients' Rights:**

You have the right to terminate treatment at any time, for any reason, with or without notice. We recommend that the opportunity for prior discussion be given so as to allow for healthier terminating practices. Psychotherapy **never includes** a sexual relationship, nor does it include

sexual contact of any kind between you and Therapist. This is unethical practice and can result in serious professional consequences for Therapist and unfavorable psychological consequences for you. Should Therapist determine either by direct or indirect statements and/or non-verbal body language that you are unable or unwilling to respect our professional relationship, Therapist will address this with you (and I, Jennifer Nikou) immediately. Should the behavior continue or either participant is unable to successfully work within the parameters of the therapeutic relationship due to an unhealthy working relationship, Therapist reserve the right to discontinue treatment without providing a referral contact.

Due to the nature of the client-worker relationship, we cannot and will not have any social contact with you nor can we have any dual relationships with you. We cannot barter with you (exchange your professional services for ours, etc.). We cannot accept gifts; however, appropriate expressions of appreciation which may be offered by patients during holidays or special occasions will be considered acceptable within reason and will be received by us. For example, a card is considered acceptable while monetary expressions are not. Should an expression of appreciation be offered by you that Therapist deems to be inappropriate to the working relationship, Therapist will return it and discuss the matter with you during session time.

To protect your confidentiality, if we should happen to see each other in public Therapist will not acknowledge you unless you acknowledge Therapist first. Therapist reserve the right to not introduce anyone he/she may be present with should you acknowledge him/her in public first.

**Policy Relevant to Couples Therapy:**

If you and your partner request to have one or more individual sessions as part of couples' therapy, what you share in those individual sessions will not be considered to be a part of couples' therapy and will not be discussed in our joint sessions. We will reiterate this point consistently to ensure a mutual understanding. This is done to avoid either you or your partner feeling as though Therapist has a stronger relationship with or alliance towards any one treatment participant. Our goal is to treat you both equitably.

**Appearance during session:**

Should Therapist suspect you are under the influence of a substance upon beginning the session, Therapist reserve the right to ask you to leave while still receiving payment for that session. If you are driving and Therapist recognizes you are impaired, Therapist reserve the right to proceed accordingly.

**Payment made by someone other than you:**

If you are not personally paying for your scheduled sessions and are receiving financial assistance from someone else (i.e. parent, sibling, friend, etc.), we reserve the right to involve that designated individual in the treatment process under the following circumstances:

The individual specifically requests to speak with Therapist so that he/she may offer useful collateral information

You request we have contact with the designated individual to discuss treatment related material Therapist has just cause to believe your safety is or may be at risk and involving the individual will allow for monitoring outside of our scheduled appointment times

Therapist suspects the individual is unaware that payment is being made under his/her name If you prefer that Therapist does not have any contact with or restrictions be placed on the content that is discussed with this designated individual, this should be discussed early on in treatment and a mutually agreed upon decision will be made. Therapist will be sure to broach this topic assuming I am aware, early on, that payment is being made by someone other than you.

**Patient Consent to Psychotherapy**

I have read this Notice of Privacy Practices and I acknowledge my rights and responsibilities as a patient/client, and my therapist’s responsibilities to me. I agree to the terms and conditions of the contents and terms stated herein. Also, I am a knowing and willing participant in psychotherapy with The Harbor Psychotherapy Services, LCSW, PLLC.

\_\_\_\_\_  
Patient/Client Signature (Parent if client under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinician Signature

\_\_\_\_\_  
Date

I acknowledge receipt of a copy of this Notice of Privacy Practices on this \_\_\_\_ Day of \_\_\_\_\_, 201

\_\_\_\_\_  
Patient/Client Signature (Parent if client under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clinician Signature

\_\_\_\_\_  
Date