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Client Handbook

Welcome to my therapy practice. Deciding on seeking therapy is a big decision and I am honored to be a part of your healing process. If after the first meeting, we decide to enter into a therapeutic relationship, it is important that you be aware of the protections and limitations of that relationship. Subsequently, **please make sure you read this informed consent in its entirety to ensure that you have a thorough understanding of therapy.** We will have the chance to review the following information together and any questions regarding the information will be addressed. If you are not comfortable with both your rights as a client and my limitations as your therapeutic partner, we can discuss other options for treatment.

What is Psychotherapy?

Psychotherapy is a way to understand human behavior and to help people with a variety of problems. Psychotherapy typically starts with an assessment of problematic symptoms and maladaptive behaviors that are affecting a person's life. Strategies may be employed to alleviate symptoms of depression, anxiety, or relationship problems; however, I believe that such coping skills are ultimately short-lived without insight and exploration of the cause of such issues. Self-knowledge and insight is seen as an important key to changing attitudes and behaviors.

Whether or not therapy works depends a great deal on the client's willingness and ability to fully engage in the therapeutic relationship. Each client has a unique opportunity to view themselves more accurately and to make connections between the past and the present. Therapy may be emotionally painful at times. Clients are encouraged to talk about thoughts and feelings that arise in therapy, especially feelings towards the therapist. These feelings are important because elements of one's history (past relationships, conflicts, etc) can be shifted onto the therapist and the process of therapy. Psychotherapy aims to help people experience life more deeply, enjoy more satisfying relationships, resolve painful conflicts, holistically balance self, and better integrate all the parts of their personalities.

I emphasize an insight-driven form of psychotherapy that involves looking holistically at the individual. The goal with this form of therapy is to help the individual view themselves as a holistic, empowered being and to begin making adjustments to affect change. Therapy is designed to help clients understand how one, unbalanced aspect of life health can ultimately

results in problems throughout multiple systems (relationships, health, emotions, behaviors, thoughts, etc). Each client will be encouraged to dig deep for answers and insights as to why a problem is occurring and how to ultimately resolve, eliminate, and/or manage the issue.

My approach to healing and therapy is holistic. I use a variety of different modalities from traditional psychotherapy you might find with other therapists, to involving tarot and Chinese Qi Gong exercises. It all depends on the needs of my clients. I'll also tend to conceptualize clients as individuals (with their unique, inner world complexities) interacting with the many systems around them (like family, work, government, society, etc.)

All these systems can impact us either directly or indirectly. I believe part of the work is understanding and managing how these influences affect us in how we view our own realities. Ultimately, I strive to understand a person in how they operate in all aspects of wellness: emotional/mental, financial, environmental, intellectual, social, occupational, physical, and spiritual.

Everyone has their own story to tell and live their reality through their own lens. These narratives are vital to how we go about healing, since the meaning we derive from what's happened, is happening, and what will happen can determine what role we play in our own lives.

Thus, my foundational goal is to help clients understand and change their narratives, strengthen the link to their inner and outer worlds, and believe in themselves as being the protagonists in their own story.

Part of my job is to stay aware of what you believe you need to focus on and to educate you on various methods/techniques we could use in order to achieve your goals. At certain times during our work together, we may feel that another approach or technique may be needed in addition to traditional psychotherapy/talk-therapy. I will always discuss the options with you as my client, and I allow you to pick and choose what you believe would work best for your healing.

Benefits and Risks of Treatment

There are many benefits to psychotherapy. These benefits have been established by scientific research but are sometimes difficult to monitor or pinpoint. I am responsible for ensuring that, for the most part, the benefits of your therapy outweigh the risks. I will always do my best to keep you informed of any possible risks as we make treatment decisions together. I will also assist you in getting to another treatment resource if at any time you decide that you would like to make a treatment change. My belief is that any person who has a desire to heal and/or change can do so with proper help and support. Ultimately, the decision to make changes is yours. I am here only to guide and assist you on your journey.

Unfortunately, there are no guarantees that any or all of your problems will be remedied by pursuing treatment with me. It is quite possible that you may experience stress, strained relationships, increased symptoms, and other difficulties as a result of working in therapy, especially as you share painful feelings and thoughts that can cause unpleasant internal experiences. Growth is difficult, and often things feel worse before they feel better. You may

experience stress or difficulty as you are challenged to make major life decisions and/or changes. It is helpful to talk about these issues as they surface. Please know that change is slow, and often patience is required by both the client and therapist as this process continues.

Boundaries of the Therapeutic Relationship

The therapeutic relationship is a unique relationship unlike other relationships. For your protection and to preserve the integrity of our work, there are certain boundaries which are held in therapy. You are expected to come to therapy, live up to your financial obligations, and be honest in our work together. I am expected to provide services to the best of my ability, to maintain ethical and legal expectations, and to honor and uphold your healing process.

Although therapy work can be extremely personal and meaningful, the relationship will always remain professional. We will only meet through Telehealth or a designated location at scheduled times. Please be aware that because we live in a relatively small community, our paths may cross in unexpected ways outside of a session. In these instances, I will always follow your lead on how to handle the situation, and we can discuss the occurrence afterwards.

Should you have any questions about boundaries at any part of our therapeutic relationship, do not hesitate to ask and bring this up for exploration and discussion. We can discuss any particular feelings you may have in response to these therapeutic boundaries. In fact, this is an important part of the therapy process if and when it becomes an issue.

Credentials and Background

I graduated with my Bachelor's and first Master's degree in General/Theoretical Psychology in 2010 from Fairleigh Dickinson University. During my undergraduate studies and partial graduate studies, I worked as a mentor for children and adolescents with behavioral issues as well as a residential counselor for adults with dually-diagnosed intellectual disabilities and psychiatric disorders. In 2010, I began working as a family counselor for a children's therapeutic program providing counseling, therapeutic interventions, and parent training for parents who had their children enrolled in the program. During my work there, I enrolled in my second Master's program and completed my studies by 2016 in Clinical Mental Health Counseling. I completed clinical training hours and received full licensure in September 2020 as a Licensed Professional Counselor (LPC). I have worked in outpatient community mental health settings treating children, adolescents, and adults in a variety of mental health issues ranging from mild to severe mental illness. After completing licensure, I began my training as a clinical supervisor and completed national standards and requirements for a certification as an Approved Clinical Supervisor (ACS) for guiding the next generation of Licensed Professional Counselors. I am certified as a Grief Counseling Specialist (CGCS) and have received additional trainings in trauma-informed counseling, somatic experiencing, suicide assessment, treatment, and interventions, and other clinically relevant matters. Additionally, I have more than 10 years experiencing in teaching adults and adolescents in Traditional Chinese Kung Fu and Qi Gong, which I have found to work therapeutically for clients when relevant in somatic work. I have also extensive knowledge and experience in using tarot and nature-based therapeutic techniques.

OFFICE POLICIES

Scheduling and Cancellations

All scheduling is done by me; therefore, any cancellations or appointment changes must go through me. The best way to reach me regarding scheduling is through text to (201) 309-3745 or email to westtherapyarts@gmail.com. You may also leave a voice message if you would prefer that method.

Also, because wireless communication is not 100% reliable, my policy is that no appointment should be considered cancelled unless it is confirmed by a response from me. I would also appreciate a confirmation that you have heard from me about appointment changes.

Cancellations must be made at least 48 hours in advance in order to avoid being charged 100% of the session rate that we have agreed upon. I do not waive this fee except in the case of an emergency (such as hospitalization, family death, car accident, etc.). Simply not showing for an appointment (“No-show”) requires full payment of the missed appointment at the rate that we have agreed upon. These charges must be paid in full prior to rescheduling. If you consistently late-cancel appointments, you may be terminated from the therapy relationship due to noncompliance. Not showing for an appointment is generally not tolerated and may result in termination from the therapy relationship. Additionally, consistent cancellations may also result in termination of the therapy relationship.

Frequent cancellations, late cancellations, and no-shows can result in possible termination from therapy due to non-compliance. Additionally, late-cancellations and no-shows result in a full-charge for the appointment time.

Please recognize that when you make an appointment, I am promising that space and time for you and your healing process. It is reserved specifically for you. If you are late, I will not be able to extend your appointment time as I have a structured schedule that is planned by the hour. I schedule blocks of time. If someone does not show up, I cannot see another client, and clients that are trying to get an appointment cannot come in. That time is lost.

I know this can be an emotional and controversial subject, and yet, it is a necessary point of discussion. Frequent cancellations, late cancellations, and no-shows are oftentimes a sign of a noncommittal attitude towards the therapy process and/or core issues surfacing for you, so I encourage you to address these with me and use the opportunity to explore hesitations, doubts, or challenges.

Payment Policies

For Private-Pay Clients:

You will be financially responsible for all services rendered. Payment is required **the morning of the day of your appointment**. I am not on insurance panels and do not accept insurance.

However, I am able to provide a monthly superbill (an itemized receipt of services) you can submit to your insurance for possible reimbursement. Some insurances offer reimbursement for mental health services, please check in with your insurance provider regarding reimbursement rates and coverage.

Payment can be made with most major credit cards (Visa, Mastercard, American Express, Discover) using a Square reader (Square.com), Ivy Pay, Venmo*, or having your card on file through my secure Electronic Health Record Client Portal. Checks are not an accepted form of payment.

*Please note that Venmo is not a HIPPA compliant platform. If you prefer Venmo, I am happy to provide this method of payment. However, consent to use Venmo will be discussed and obtained at the beginning of treatment.

*Also, please note if you do not have your card on file to be automatically charged, you are responsible for making payment **the morning of your appointment**. You will receive an appointment reminder which will also remind you of making your payment. Services will not be given if payment is not made on time.

For Insurance Clients:

I am currently participating in the following insurances:

- ❖ United Health Care
- ❖ Oxford Health Plans
- ❖ UMR
- ❖ Cigna
- ❖ Aetna
- ❖ UHC Student Services
- ❖ All Savers UHC
- ❖ Harvard Pilgrim

Please verify your insurance coverage and verify you are using your primary insurance. You are ultimately responsible for payment of your bill, deductibles, and co-payments.

Any billing or payment issues should be discussed with me immediately so that we can resolve any problems and address any concerns. If you are delinquent with payment, payment will be required prior to rescheduling.

Rates

My standard rates are listed below:

Individual Therapy:	\$150 for a 50-minute session
Extended Therapy session:	\$195 for a 80-minute session
Tarot Session:	\$70 for a 50-minute session

The Appointment Hour

A therapy “hour” consists of 50-minutes of therapy time. If more time is needed, arrangements can be made for longer therapy sessions; the fee will be adjusted accordingly. If I am late for an appointment, I will either complete with you the full time of your appointment (assuming your schedule permits), owe you the extra time, or adjust your rate for that session. If you are late, the appointment will end at its scheduled time and you are responsible for full payment.

Communication

Secure and private communication cannot be fully assured utilizing cell/smart phone, texting, or regular email technologies. It is the client’s right to determine whether communication using non-secure technologies may be permitted and under what circumstances. Use of any non-secure technologies to contact Alan Chirino, LPC, ACS, CGCS, will be considered to imply consent to return messages to client via the same non-secure technology, pending further clarification from client. In the event that client chooses not to allow non-secure modes of communication, contact will only be made via wire to wire phone or mail. That being said, phone line is HIPAA and BAA compliant for receiving calls, voicemails, and text messages.

Unless my voicemail states otherwise, I check messages regularly both weekdays and weekends. On holidays, however, I reserve the right to only return calls, texts, or emails of an urgent nature. If I you call my phone and I do not answer, please leave a voicemail in order for me to know that you have called. Because cell service can sometimes be unreliable, voicemails often let me know if someone has tried calling.

Emergency Needs

I try to make myself available for emergencies. If for some reason, you call and do not get a response, and are experiencing a genuine emergency, you are advised to call 911 or go to your nearest mental health facility or emergency room. You can also dial 211 to speak with a resource specialist or text your zip code to 898-211 to text for resources as well. New Jersey 211 can connect you with a list of crisis hotlines, as well as the nearest facilities to you that match what you need at the time. You can also visit <https://www.nj211.org/mental-health-resources> online for a list of their resources. If you require hospitalization, I will stay in touch with your treating mental health professionals with your permission. We can resume outpatient treatment after an assessment of your status and needs. There is no charge for a brief (10-minute) phone check-in if there is an emergent need. However, you will be charged accordingly for a longer session or phone consultation.

CLIENT RIGHTS AND RESPONSIBILITIES

Of Water, Earth, & Spirit Therapeutic Arts, LLC assures that the rights of all clients to independent expression, decision and action are preserved.

Clients have the right to:

1. Be free from unnecessary or excessive medication (see N.J.A.C. 10:37-6.54)
2. Not be subjected to non-standard treatment or procedures, experimental procedures or research, ... psychosurgery, sterilization, electroconvulsive therapy, or provider demonstration programs, without written informed consent,
 - i. If the client has been adjudicated incompetent, authorization for such procedures may be obtained only pursuant to the requirements of N.J.S.A 30:4-24.2(d) 2.
3. Be treated in the least restrictive setting necessary to achieve the goals of treatment/services, free from physical restraints and isolation...
4. Be free from corporal punishment.
5. Privacy and dignity.
6. Considerate and respectful treatment
7. The least restrictive conditions necessary to achieve the goals of treatment/services.
8. Impartial access to treatment.
9. Confidentiality of records.
10. Communicate freely and privately with persons of his/her/their choice.
11. Be fully informed of his/her/their condition, unless contraindicated.
12. Be informed of all fees and charges for service.
13. Participate in his/her/their treatment planning.
14. Voice grievances and recommend changes in policies, procedures and services without restraint, interference, coercion, discrimination or reprisal.

Clients are responsible for:

1. Providing accurate and complete information about complaints, past illnesses and hospitalizations, medications and other pertinent matters.
2. Reporting changes in condition, functioning and circumstances to the designated professional.
3. Making it known whether she/he/they clearly comprehends a plan or action and what is expected of her/him/them.
4. Following the mutually devised treatment plan.

5. Their actions.
6. Being considerate of the rights of other clients.

CONFIDENTIALITY POLICY

POLICY:

The confidentiality of my clients' health records shall be maintained.

Written Authorization for Disclosure/Release of Information

POLICY:

All health information pertaining to a client, whether written or verbal, shall be considered confidential and shall not be disclosed/released, either in writing or verbally, without the client's written consent, except as outlined in the Non-Consensual Release of Health Information policy. Written consent will be obtained to disclose clients' health information when required by Federal, State, or other law or regulation.

PROCEDURE:

- 1) Alan Chirino, LPC, ACS, CGCS will obtain written permission to disclose/release health information utilizing the Authorization for Disclosure/Release of Information form when required by Federal, State, or other law or regulation. Requests for general information will not be honored.
- 2) If an Authorization for Disclosure/Release of Information form is necessary, it will be completed accurately and in its entirety. Only the specific items requested will be disclosed/released. A qualified clinical professional shall review and approve all confidential material to be disclosed/released.
- 3) The client will be provided with a copy of any/all signed Authorization for Disclosure/Release of Information. A copy of any/all signed Authorization for Disclosure/Release of Information shall be filed in the client's medical record. Health information disclosed/released via telephone shall be noted in the client's medical record.
- 4) A client shall be allowed to revoke a signed Authorization for Disclosure/Release of Information provided that such requests are made in writing in accordance with existing policy (see Revocation of Authorization for Disclosure/Release of Information policy).
- 5) In general, if a client refuses to sign an Authorization for Disclosure/Release of Information, no disclosure of health information will be made.
- 6) Prior to the disclosure of any health information to a client's family, relatives, or other persons identified by the client, the client's written Authorization for Disclosure/Release of Information will be obtained (see Authorization for Disclosure/Release of Information policy).

Revocation of Authorization for Disclosure/Release of Information

POLICY:

A client may revoke an executed Authorization for Disclosure/Release of Information at any time provided that such revocation is made in writing. No health information will be further disclosed based on the original Authorization for Disclosure/Release of Information once a written revocation request has been received.

PROCEDURE:

- 1) All revocations of the disclosure of health information pursuant to an Authorization for Disclosure/Release of Information must be made in writing utilizing the Revocation of Authorization for Disclosure/Release of Information form, HIPAA-F5.
- 2) All Revocation of Authorization for Disclosure/Release of Information forms will be reviewed, and appropriate action taken.
- 3) The original revocation request, and any subsequent correspondence, will be filed in the client's medical record.

Non-Consensual Release of Health Information

POLICY:

In some instances, but only as allowed by Federal (104-191), State (NJAC 10:37), HIPAA or other applicable law, regulation, or requirement, a disclosure/release of health information may be made without a client's written Consent for Disclosure/Release of Information.

PROCEDURE:

Information that may be released without the consumer's authorization:

1. If a consumer voices a threat against a specific individual or group, that individual or person responsible for the group must be notified. Police may be notified if the intended victim cannot be contacted. [practitioners have a duty to warn];
2. If a consumer reveals that child abuse may have taken place, the NJ Division of Child Protection & Permanency must be notified;
3. If the consumer is a minor suspected of being abused, the record may be released to DCP&P;
4. If a consumer reveals abuse or exploitation in a rooming/boarding/nursing home, this shall be reported to the County Welfare Agency or State Central Registry as appropriate;
5. Information may be shared with another mental health agency in accordance with HIPAA;
6. If a judge orders the release of information to a court;
7. If a consumer is psychiatrically evaluated by a psychiatric screening center, information may be released to the screening center staff to facilitate the evaluation;
8. To comply with any Federal or State law requiring the release of information;
9. If officials within the offices of the State Medical Examiner or a County Medical Examiner making investigations and conducting autopsies request the information;

10. Non-specific information may be provided to a family member or friend if the consumer does not object. In partial care and PACT programs, all information may be released to a family member or close personal friend;
11. To a consumer's personal physician to benefit the consumer; and,
12. Medication information may be released to the consumer's pharmacy.

Outside Sessions

During nature-based therapy or in certain circumstances where you and I decide that it would be beneficial for your treatment, the counseling session can/may occur outside. In these situations, time, location, and intent will always be set up and agreed upon by both parties.

When outside on such locations as hiking trails or parks, you assume all responsibility for maintaining your own safety, and you must sign the required release form. Because nature-based therapy sessions are in nature, injuries and mishaps can occur that are outside of my responsibility, control, and foresight. Although I will do my best to prevent such situations or circumstances, I can not be held accountable or responsible for the following (but not limited to): insect bites/stings, snake bites, sprains, poison ivy, or any other injury which occurs as a result of being on a hiking trail or in a park. You, the client, assumes all risks associated with this style of session.

Please note that confidentiality becomes less guaranteed when in public with your therapist. If this is a concern, please notify me so that we can make a plan prior to the session on how confidentiality will be dealt in an effort to keep your confidentiality intact. This is to protect you should either of us run into someone that we know.

Again, I will make every effort to protect your confidentiality; however, when outside, circumstances that are outside of my control can occur. When agreeing to a session outside, you assume all risks to your confidentiality that could occur as a result of being in a public location with your therapist. Before agreeing to this decision, be sure to think through these issues and ask me any questions that you might have so that we can address it prior to being in a public location.

In the case that we are meeting for nature-based therapy, be aware that cell service is at times limited within certain areas, so you will need to plan accordingly. I encourage you tell a friend/loved one where you are going, what time the session is, how long you expect to be gone, and who the session is with. Feel free to share my contact information with your emergency contact if you feel comfortable doing so.

Termination and Follow-up

Termination is an important process in psychotherapy. If you are ready to begin the process of terminating, we will discuss this at length and spend several sessions putting closure on our work together. Terminating treatment is usually up to the client. There are occasions, however, when I may initiate termination. The reasons for this decision will be discussed with you and will include an explanation. Possible reasons for a therapist terminating treatment include: failure on

your part to comply with mutually developed treatment goals and procedures; the realization that you are not benefitting from therapy; consistent cancellations/late cancellations/no-shows; failure on your part to pay; any violent, abusive, threatening or litigious behavior on your part; and/or if the therapeutic relationship is compromised in any way due to unforeseen circumstances. Any non-voluntary termination will be accompanied by an appropriate referral.

I leave it up to you to call and request an appointment time. If you have a standing appointment and do not show, I will notify you. If I do not receive a response, I will take you off the schedule for any future appointments and will consider the therapy relationship to be terminated.

Interaction with the Legal System

You understand that you will not involve or engage me, as your therapist, in any legal issues or litigation in which you are a party to at any time either during your counseling or after counseling terminates. This would include any interaction with the Court system, attorneys, Guardian ad Litem, psychological evaluators, alcohol and drug evaluators, disability evaluations/paperwork, or any other contact with the legal system. In the event that you wish to have a copy of your file, and you execute a proper release, I will provide you with a copy of your record. If you believe it necessary to subpoena me, as your therapist, you would be responsible for my expert witness fees in the amount of \$1,500.00 for one-half (1/2) day to be paid five (5) days in advance of any court appearance or deposition. Any additional time I spend over one-half (1/2) day would be billed at the rate of \$375.00 per hour including my travel time and expenses. You understand that if you subpoena your therapist, I may elect not to speak with your attorney, and a subpoena may result in me withdrawing as your therapist.

NOTICE OF PRIVACY PRACTICES

This Notice describes compliance with N. J. Public Law 104-191, the Federal HIPAA act of 1996, and how medical information about you may be used and disclosed and how you can get access to this information. Please review this Notice carefully.

This Notice of Privacy Practices serves several purposes. It describes: 1) How I may use and disclose your health information, 2) Your rights regarding your control of, and access to, your health information, and 3) My practice's legal duties regarding use and disclosure of health information, and my practices related to protecting the privacy of all health information.

I am committed to protecting the privacy of your health information. In providing health care services, I will create and maintain records regarding you and the treatment and services that I provide to you. I am required by law to maintain the confidentiality of health information that identifies you. I am also required by law to provide you with this Notice, and to abide by all terms of this Notice. I reserve the right to update this Notice as appropriate, and to make the provisions of the updated Notice effective for all health information that I maintain.

If you have any questions or concerns about this Notice of Privacy Practices, you may contact me at westtherapyarts@gmail.com or by phone at (201) 309-3745.

How I May Use and Disclose Your Health Information

The following information describes how I may use and disclose your health information. It contains some examples, but this should not be considered an exhaustive list, and some examples may not apply to your situation. Examples with an * may be released without client/consumer authorization and specific circumstances are detailed in the “Non-consensual Release of Health Information” in your handbook.

Treatment: I will use your health information to provide treatment and services to you. The health information obtained about you will be recorded in your health record and will be used to determine the best course of treatment for you.

Payment: I will use and disclose your health information to prepare, submit and/or process bills to you. The information I use on a bill may include information that identifies you, as well as your diagnosis, services performed and/or supplies and equipment furnished to you in the case of an itemized superbill that you can submit to your insurance if applicable.

Health Care Operations: I will use and disclose your health information in the course of my day-to-day operations. I may use your health information to assess the quality of the services that I provide to you, and to conduct normal business planning activities.

Contacting You: I may use your health information to contact you in order to: 1) Remind you of a scheduled appointment, 2) Reschedule an existing appointment, 3) Talk to you about a missed appointment, 4) Inform you about potential treatment alternatives or other health-related information, 5) Talk to you about an outstanding balance owed, and 6) For other issues related to the services that I provide to you and related to seeking payment for those services.

Business Associates: In some instances, I may utilize external vendors – referred to as “business associates” – who will provide services to me in support of my operations. I may disclose your health information to these “business associates” so that they can perform the tasks for which they have been contracted. Please be aware that I require my “business associates” to appropriately safeguard all health information that has been disclosed to them.

Family, Relatives, and Others: Upon obtaining your written authorization, I may disclose your health information to family, relatives, your primary care physician, and other persons identified by you, but only the health information which is directly relevant to their involvement, care, and/or payment activities pertaining to you.

***Notification in Case of Emergency:** Using my best judgment, I may use or disclose health information about you to notify or assist in notifying a family member, personal representative, or another person/entity/health care provider in the case of an emergency.

*Deceased Individuals: I may disclose health information that is consistent with applicable law to funeral directors, medical examiners, coroners, executors of your estate, and others as allowed by law so that they may carry out their duties.

*Court Orders: I may disclose your health information pursuant to a court order pertaining to any purpose defined by statute, and as ordered by a court of competent jurisdiction.

*Suspected Abuse, Neglect, or Domestic Violence: I will disclose your health information, as required or allowed by law, if I suspect abuse, neglect, or domestic violence, but only to entities authorized to receive such reports.

*Licensing and Accreditation Organizations: I may disclose your health information pursuant to licensing and accreditation activities to maintain the health, safety and welfare of the people I serve and/or to promote quality outcomes.

*Law Enforcement: I may disclose your health information for certain law enforcement purposes, as required or allowed by law.

*Health Oversight and Public Health Activities: I may disclose your health information to appropriate health oversight agencies, and for the purposes of preventing or controlling disease, injury, or disability, as required or allowed by law.

*To Avert a Serious Threat to Health or Safety: I may disclose your health information, with certain exceptions, in order to avert a serious threat to the health or safety of you or others.

*Disclosures Required by Law: I may disclose your health information in other circumstances, as required by regulation or law.

Your Privacy Rights Pertaining to Your Health Information

Although your health record remains the physical property of my practice, the information contained in my records belongs to you. You have numerous rights regarding your health information.

Written Authorization for Disclosure of Health Information: When required by regulation, law, or our internal privacy practices, I will obtain your written permission prior to disclosing your health information to persons/entities outside of our organization. This permission will be obtained using an Authorization to Disclose Health Information form. You have the right to refuse to sign any Authorization, and the right to revoke a previously signed Authorization. Please make sure that you carefully read the Authorization form prior to signing it.

Confidential Communications: You have the right to request that I contact you at a certain location, or in a certain manner. As an example, you may request that I use an alternate address or phone number to contact you. I will attempt to accommodate reasonable requests, but I am not

required to do so. I have developed a form for this request. Please speak to me if you have a question regarding this right.

Requesting Restrictions to Our Uses and Disclosures: You may request that I use or disclose your health information in a certain way related to our treatment, payment, and health care operations activities. As an example, you may request that we not disclose your health information to a particular person. Please be aware that I am not required to agree to a requested restriction, but if I do agree to a request I am bound by our agreement except in emergency circumstances and certain other situations. I have developed a form for this request. Please speak to me if you have a question regarding this right.

Access to Your Health Records, and Obtaining Copies: You may request to review and obtain a copy of certain of your health records. I may deny your request under limited circumstances. However, you may request a review of certain denials. If you request and are granted a copy of your health records, I may charge you a reasonable cost-based fee. I have developed a form for this request. Please speak to me if you have a question regarding this right.

Amendment of Your Health Records: You may request an amendment to certain of your health information if you believe it is incorrect or incomplete. I may deny your request under certain circumstances. I have developed a form for this request. Please speak to me if you have a question regarding this right.

Disclosure Accounting: You may request an accounting of certain disclosures that I have made regarding your health information. The first accounting requested within a 12-month period will be provided at no charge. I may charge a reasonable cost-based fee for all additional requests received within that same 12-month period. I have developed a form for this request. Please speak to me if you have a question regarding this right.

Receiving a Copy of This Notice: You are entitled to receive a copy of this Notice at any time. To obtain a copy, please contact me. Additionally, this Notice available on my website.

Filing a Complaint: You may file a complaint with me, or with the Federal Government, if you believe that your privacy rights have been violated. Review the section below entitled “Requesting Assistance, Asking Questions, and Filing Complaints” in order to determine how to file a complaint.

My Duties and Responsibilities

I will not use or disclose your health information without your consent and/or authorization, except as allowed by law and as described in this Notice. I am required by law to maintain the privacy of your health information, and to provide you with a Notice as to our legal duties, and my privacy practices, with respect to the information I collect and maintain about you. I am required to abide by the terms of this Notice, to notify you in writing if I am unable to agree to a requested restriction on the use of your health information, and to accommodate reasonable requests made by you to communicate health information by alternative means or to alternative

locations. I reserve the right to change my privacy practices at any time, and to make the new provisions effective for all protected health information that I maintain.

Requesting Assistance, Asking Questions, and Filing Complaints

If you have questions, would like additional information about my privacy practices, or experience a problem, you may contact me at (201) 309-3745 or at westtherapyarts@gmail.com. If you believe your privacy rights have been violated, you can file a complaint with the Secretary of Health and Human Services, U.S. Department of Health and Human Service, 200 Independence Avenue S.W., Washington, D.C. 20201. You may also contact the United States Office of Civil Rights. There will never be any type of retaliation for making an inquiry or for filing a complaint, and you will never be asked to waive your right to make a complaint or report a problem as a condition of receiving services from me.