



Informed Consent & Privacy Practices

Welcome to My Therapy Connection LCSW PLLC – Therapy with Debbie Santana LCSW-R I am looking forward to all our work together. Below you will find information regarding informed consent and privacy policies. Please read each section carefully. If you have any questions, please feel free to contact me and I will gladly discuss them with you.

Telehealth / Video Online Therapy

Telehealth /Video online therapy are therapy sessions conducted remotely via a secure HIPPA compliant video platform or in some instances telephone. For some, this therapy option is beneficial as it offers flexibility and eliminates the need to travel to an office setting. Although there are benefits of this type of therapy, there are some differences between in-person psychotherapy and telehealth /online therapy as well as some risks and limitations. Please be aware of the following:

- ❖ Practice State – At this time, I am licensed in the state of New York and Virginia. If you reside outside of New York or Virginia unfortunately we will not be able to work together either in person or via telehealth.
- ❖ Risks to confidentiality. Since sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy by being in a confidential space. It is important for you to make provisions on your end to ensure that you are also in a private place for our session where you will not be interrupted. It is important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation. Sessions shall not be recorded in any way (including voice or video recordings) by either party involved in the telehealth / online therapy session unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies via an electronic medical record.
- ❖ Comfort using technology. Telehealth /video online therapy, requires comfort and some technical competence on both our parts to be helpful. In order to participate in telehealth / online therapy you will need to understand how to use a computer/laptop, webcam, microphone, and how to maneuver settings such as video, sound quality etc. It will be your responsibility to make sure that your video, audio and internet connections are operational prior to your session.
- ❖ Issues related to technology. There are some instances where technological issues might come up or technology might fail. For example, internet may go down or video technology may stop working during

a session. In such events therapist will contact the client at the phone number provided within 5 minutes if the technology issue is not resolved. There may be an alternate plan created with the client which may include rescheduling the session to another day/ time.

- ❖ Technological Fail& Emergencies If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. We will re-establish contact after you have called or obtained emergency services.
- ❖ Crisis management and intervention. Due to the online nature of telehealth / online therapy clients who are currently in a crisis situation requiring high levels of support, emergency intervention, substance abuse treatment, medication, or medical attention may not be appropriate for the online therapy platform. If a potential client is deemed inappropriate for telehealth /online therapy or to require a higher level of care, the client will be informed and attempts to provide a referral will be made if appropriate.

At the onset of engaging in telehealth / online therapy a safety plan will be created to address potential crisis situations that may arise during the course of our work. At the start of each session, the client will be asked for his/her physical location. As the client you agree to provide such information which will only be used in the event of an emergency or if a crisis situation arises while on the telehealth / online therapy session. Additionally, you will be asked to identify an emergency contact person who is near your location and who you give permission to be contacted in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

In Person Therapy: I offer a limited amount of in person therapy sessions for those interested in working with me but are unable to do so via the telehealth platform. The same policies and procedures apply for both telehealth and in person therapy clients.

Privacy and the Internet / Electronic Transmissions

Best efforts will be made to protect all communications that are a part of our telehealth / online therapy including the use of a secure client portal which clients will be given access to when they begin services. Although measures can be taken to reduce risk, there are always potential risks with the use of telehealth or any electronic technology / communications. There may be rare instances when electronic communications may be compromised, unsecured, or accessed by others even when proper provisions have been taken. You will be notified if such instances occur on our part, however My Therapist Connection LCSW PLLC / Debbie Santana LCSW disclaim any responsibility for a breach of privacy. You should also take reasonable steps on your end to ensure the security of our communications (for example, only using secure networks for teletherapy sessions and having passwords to protect the device you use for teletherapy). My Therapist Connection LCSW PLLC / Debbie Santana LCSW also disclaim any responsibility which result from the clients knowing, willing, negligent, or inadvertent disclosure of their user name and password to anyone. As a client you accept the confidentiality risks in the use of email, text, phone, video conferencing and other technology. You will not hold My Therapist Connection LCSW PLLC / Debbie Santana LCSW responsible for misbelieved, misaddressed or interrupted e-mail. Reasonable precautions will be taken to prevent the transmission of computer viruses. My Therapist Connection LCSW PLLC / Debbie Santana LCSW will not be held liable for any damages caused by computer viruses. It is recommended that clients verify emails before reading them or downloading any attachments. For communication between sessions, I only use email communication via the client portal and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with my office should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related administrative issues. You should be aware that I

cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text and prefer that you do not either. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods should not be used if there is an emergency.

Clinical Emergencies: If an urgent issue arises that is not a crisis (your safety is not at risk) you can feel free to reach me at my office phone. I will return your call within 24 hours. If you are in crisis or have an emergency, please go to your nearest emergency room and ask for the psychiatrist or mental health clinician on call. If I will be unavailable for an extended time such as a vacation, I will create a plan with you regarding coverage in my absence.

Contacting me: Treatment is most effective when clinical discussions occur at your regularly scheduled session time. If you need to speak with me in between sessions, you can feel free to email me or contact my office line in order to request an appointment. I will return your call or email within 24 hours. If you are in crisis or have an emergency, please go to your nearest emergency room as outlined above. I am not available after 7 pm on the weekdays or on weekends or holidays.

Fees & Payments: My fees are \$100.00 per 45-minute session, \$120.00 per 60-minute session and 150.00 for an intake. The same fee rates will apply for telehealth / online therapy as they apply for in-person psychotherapy. *Fees will be due on the day that your therapy session is scheduled and can be paid via secure payment using the client portal. Please be aware that there may be an additional charge for all credit card transactions.* Signing the Signature Page of this document indicates that you have been informed and are in agreement with my fees. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I will release regarding a patient's treatment is his/her name, the dates, times, and nature of services provided, and the amount due. I am only in network with Cigna and United Health Care at this time. If you participate in another insurance plan, you can check to see if your insurance company will reimburse you and I will be happy to provide you with an invoice at your request in order to do so. You will however still be required to pay the full fee at the time that services are provided. My Therapist Connection LCSW PLLC reserves the right to increase fees. In the event of such an increase, you will be notified at least one month in advance. There is a \$75.00 cancellation fee if you do not cancel your session within 24 hours of the scheduled session or if you do not show up.

Insurance: At this time, I am only in network with Cigna and United Health Care including Oxford and UMR. Your per session rate or cost share will be determined by your individual health care plan benefit. As the client, it is up to you to know what your benefits are including copayments and any deductibles. I may also be considered an out-of network provider for some insurance plans. If your insurance plan has an out-of-network benefit, there is the possibility that they will cover a percentage of my fee. I can provide you with a receipt/invoice at your request which you can submit to get reimbursement from your insurance company. I will only provide an invoice; no other paperwork, such as reports, insurance forms or letters. I encourage all of my clients to get in contact with their insurance company to get clarification about what their insurance company will and will not cover.

Good Faith Estimates: Beginning January 1st, 2022, the Center for Medicaid Services issued a new policy under the "No Surprises Act" that requires all healthcare providers to provide a "Good Faith Estimate" to those who are uninsured, self-pay or opt not to utilize their insurance (your claims are NOT submitted to your health plan) for health services including psychotherapy services. Under this policy, a good faith estimate will detail charges for the primary item or service you're getting, and any other items or services that are provided as part of the same scheduled experience. This is intended to prevent healthcare consumers from receiving any surprise bills.

As a result of this policy, if you are uninsured, self-pay or do not utilize your insurance, a good faith estimate will be provided to you over the phone and then followed up with a written (paper or electronic) estimate prior to your first

session. The good faith estimate will offer an itemized list of each item or service with specific details such as health care codes, time frames and the expected charge. The good faith estimate will be provided to you in a way that's accessible to you. Make sure to save a copy or picture of your Good Faith Estimate as it will be required if you ever engage in a formal dispute.

It is important to note that there is a formal dispute process that has been instituted by the Center for Medicaid Services that you may follow if you find that the billed amount is at least \$400 above the good faith estimate provided to you. If you have questions or need more information regarding the patient-provider resolution process, visit www.cms.gov/nosurprises/consumers or call 1-800-985-3059.

Social Media: As your therapist, I do not communicate with, or contact, any of my clients through my personal social media platforms like Twitter, Instagram, Snap Chat, and Facebook. I believe that any communications with clients online have a high potential to compromise the professional relationship. These types of contacts can also create significant security risks for you. If I receive any social media communications from any of my clients, I will not respond and will terminate any social media online contact. My Therapist Connection LCSW PLLC does have social media pages via certain social media platforms where general information pertaining to mental health and wellness is shared. If we have an already established relationship (meaning you are seen, have been seen or have established contact with me to start being seen) it is important that you do not use direct or private messages, wall postings, @ replies or any other methods of engaging me online. Doing so can compromise confidentiality and may also create circumstances where such exchanges may need to be included as part of your legal record and placed in your chart. Further, I will not respond to such methods of communication. If you need to contact me please refer to the "Contacting me" section of this document.

Web Searches: I will not use web searches to gather information about you without your permission as I believe that this violates your privacy rights. I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment. Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. Please do not rate my work with you while we are in treatment together on any of these websites.

Termination: If at any point during our work together, I assess that I am not effective in helping you to reach your therapeutic goals, I will discuss this with you and if appropriate, may terminate treatment. In such an event, I will provide you with a list of referrals and will assist with connecting you to another therapist should you request this. If you request and authorize it in writing, I will speak to the psychotherapist of your choice in order to help with the transition. It is my policy to terminate my services if a client cancels or does not show up for three sessions in a row. It is also my policy to terminate my services if a client does not pay fees as agreed upon. I will make appropriate effort to communicate with you prior to termination of services and to provide you with pre-termination counseling as well as recommend other service providers and/or services, as needed. You also have the right to terminate therapy if you feel that your therapeutic needs are not being met, or if you would prefer to end the therapeutic relationship for any reason.

Professional Consultation: I may occasionally find it helpful to consult with other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together but it is important for you to know that such consultations may take place.

Unexpected therapist absence. In the event of my unplanned absence from practice, whether due to injury, illness, death, or any other reason, I maintain a detailed Professional Will with instructions for an Executor to inform you of my status and ensure your continued care in accordance with your needs. Please let me know if you would like the names of my Executor and Secondary Executor. You authorize the Executor and Secondary Executor to access your treatment and financial records only in accordance with the terms of my Professional Will, and only in the event that I experience an event that has caused or is likely to cause a significant unplanned absence from practice.

Privacy & Confidentiality

HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The section below details how your medical information which includes how your mental health information may be used and disclosed as well as how you can get access to your information.

Privacy & Confidentiality: The content of all therapy sessions is considered to be confidential. Confidentiality and privileged communication remain the rights of all clients of professional therapists according to law. In other words, both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian. There are however limits to such communication, some of which are mandated by state law. It is very important that you carefully read and understand the following limits of confidentiality.

Duty to Warn: If or when a client discloses intent or a plan to take harmful, dangerous, or criminal action against another person, or against himself or herself the mental health professional is required to warn the intended victim or the family of the person who is likely to suffer the results of harmful behavior and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Child Abuse /Adult Abuse: If a client states or suggests that he or she is abusing a child (or vulnerable adult including elderly or a disabled person) or has recently abused a child (or vulnerable adult including elderly or disabled persons), or a child (disabled person or vulnerable adult) is in danger of abuse, the mental health professional is required to report this information to the appropriate social service and/or legal state authority / law enforcement agency as a mandated reporter.

Court Related Matters: If the court issues a subpoena, I am mandated by law to release information in order to comply with the court order. In addition, relevant Information may also be disclosed if required in the defense of My Therapist Connection LCSW PLLC /Debbie Santana LCSW for a court order where the client has filed a complaint or lawsuit against My Therapist Connection LCSW PLLC/Debbie Santana LCSW.

Threats to National Security: Health care providers are required by law to disclose a client's health information to authorized federal officials conducting national security and intelligence activities or providing protective services to the President or other important officials. It is unlawful for me to reveal that this information has been provided.

Health Insurance Company: If your health insurance company requests information related to authorization for health services, or to verify medical necessity in order to continue treatment or release payment for services rendered.

Privacy & Confidentiality - Records

Electronic Record: Client information will be kept in an electronic record system. An electronic record system keeps digital versions of all client forms, documentation of client encounters, goals, progress and basic demographic information. Client privacy is highly regarded and protected from unauthorized access or release through secure encryption. The electronic record system however is managed through a third party for which we have a business associate agreement. In this agreement, the business associate agrees not to use or disclose Protected Health Information other than as permitted or required by Law. Please note that third party may have separate privacy practices independent from My Therapist Connection LCSW PLLC which you can access at your request.

Your Record: You, or your legal representative, may request your records to be disclosed to yourself or any other entity. Your request must be made in writing, clearly identify the person authorized to request the release, specify the information you want disclosed, the name and address of the entity you want the information released to, purpose and the expiration date of the authorization. Any authorization provided may be revoked in writing by you at any time. We have 30 days to respond to a disclosure request. You may request corrections to your records. Please contact Debbie Santana LCSW regarding your request.

Sessions: Sessions shall not be recorded in any way (including voice or video recordings) by either party involved in the tele mental health / online therapy session unless agreed to in writing by mutual consent. A record of our sessions will be maintained in the same way I maintain records of in-person sessions in accordance with my policies via an electronic medical record.

RIGHTS & RESPONSIBILITIES

Client Rights

Therapy can be very effective when you are actively involved in your treatment. As someone seeking mental health services, you have rights & responsibilities. These rights & responsibilities are listed below:

- You have the right to be treated with respect and dignity;
- You have the right to be informed of the policies and procedures, service agreement and fees applicable to the services provided;
- You have the right to have family involvement in your treatment at your request with consent;
- You have the right to confidentiality, and the right to consent to disclosure as described in the notice of privacy policies.
- You have the right to participate in the development of a treatment plan, receive services consistent with that plan, and participate in periodic review of service and support needs. You have the right to receive a copy of the treatment plan;
- You have the right to inspect your record;
- You have the right to request changes to your record;
- You have the right to receive a "Good Faith Estimate" for the total expected cost of psychotherapy services;
- You have a right to file grievances, including appealing decisions resulting from the grievance;
- You or your legal representatives have the right at any time to revoke all preexisting authorizations to disclose information from the client file.

Client Responsibilities:

- You have a responsibility to keep your appointments and to be on time. If you are unable to keep your appointment, you have a responsibility to cancel 24 (twenty-four) hours prior to your appointment to avoid a \$75.00 cancellation fee which will be charged to the credit card you have on file. Services may be terminated if you miss three appointments.
- You have a responsibility to be honest and provide truthful information so that you can be provided you with care that meets your individual needs.
- You have a responsibility to obtain any previous mental health records or useful information from other providers should you wish for me to review such records in order to be informed of your mental health history or in cases where coordination with other medical professionals is required.
- You have a responsibility to ask questions about your diagnosis, your treatment, and anything else you do not understand.
- You have not only the right, but also a responsibility to participate in creating your treatment plan. Your input is necessary to ensure that your treatment plan reflect your needs.
- You have a responsibility to follow your treatment plan. If you cannot follow your treatment plan or cannot do what your therapist suggest, you have a responsibility to tell /express your concerns.

Therapist Responsibilities

- Provide you with services in a respectful, and culturally sensitive manner;
- Maintain the privacy of your protected health information and provide you with a notice of my legal duties as it relates to privacy practices and your protected health record;
- Promptly inform you of any breach that compromises the privacy or security of your information;
- Not to share your information other than as described in this notice unless you have given me permission to do so;
- Inform you of any changes in fees within a reasonable time;
- Provide a “Good faith estimate” of the expected charges for psychotherapy services to patients who do not have insurance or who are not using insurance;
- Have the right to change any policy or practice described in this notice and if so, you will be notified and sent a revised policy.

If you have question about this notice, or have concerns about your privacy rights please feel free to contact me at (929)256-5927

If you believe that your privacy rights have been violated and wish to file a complaint, you can contact me directly or you may send your written complaint to my office. If you believe that I’ve been unwilling to listen and respond, or that I have behaved unethically, you may also file a complaint with NYS Office of the Professions Complaint Hot Line: 1-800-442-8106 or email conduct@nysed.gov

This agreement may be modified, amended or updated as required by law or in the course of mental health care telehealth / online therapy operations. In such an event a new Notice of Privacy Policies and Informed Consent will be sent to you by the method of your preference. This notice was last updated January 2022.

I HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE AND MY RIGHTS CONCERNING USE AND DISCLOSURE OF

PROTECTED HEALTH CARE INFORMATION. I HAVE READ AND UNDERSTAND INFORMED CONSENT POLICIES AS OUTLINED IN THIS DOCUMENT. BY signing this document, I understand that it will represent an agreement between us.

Individual or Legal Representative (please print)

Date

Signature of Individual or Legal Representative

Date