

## **Marybeth Jordan, LCSW**

15 West 72nd Street, Suite 1P  
New York, NY 10034  
212-726-0496  
marybethjordanlcsw@gmail.com

### **Privacy Practices**

This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law regarding your protected health information. How psychotherapy and medical information about you may be used and disclosed, and how you can get access to this information is described. The law requires that I obtain your signature acknowledging that I have provided you with this information. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on the agreement, if there are no obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred. Please read this information carefully, and we will discuss any questions you may have.

#### **Policies and Practices Regarding Protected Health Information**

The law protects the privacy of communications between a patient and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form. There are other situations that require only that you provide written advance consent. Your signature on this agreement represents advanced consent for such activities.

#### **How I May Use and Disclose Protected Health Information About You**

*For treatment:* I may occasionally find it helpful to consult other health and mental health professionals about our work. During a consultation, I make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. I will tell you about these consultations if I feel that it is important to our work together. I may also disclose protected information when I am assisting others in providing you care.

*For Payment:* If you have a health insurance policy that provides you with mental health coverage, I will be required to provide information relevant to the services that I provide to you. This may include (but is not limited to) a clinical diagnosis, treatment plans or summaries or your entire clinical record. In such situations, I will make every effort to release the minimum information necessary for the purpose requested. This information will become part of the insurance company files and will likely be stored in a computer. Even though such information is confidential, I have no control over what an insurance company does with it once it is in their possession.

If you are utilizing your insurance I may disclose personal health information in order to bill and collect payment from you for either your co-payment or in-network deductible for services which were rendered and not paid for by you. If you are a fee for service client and do not pay for the services rendered than I may also disclose personal health information in order to bill and collect payment for the services you received from me. This applies to both services rendered as well as sessions which were cancelled after the 48 hour cancellation policy and/or sessions which were scheduled and you did not show up for.

*Health Care Operations:* These are activities that relate to the performance and operation of my practice. Examples would include quality assessment and improvement, business related matters such as administrative services case management and care coordination.

-  
-

### **Special Situations Not Requiring Consent or Authorization**

*Serious Threat to Health or Safety:* If you threaten to cause serious harm to yourself, I will be obliged to disclose confidential information to those that can help provide protection. If you communicate an immediate threat of serious physical harm to an identifiable victim, I am required to take protective action on the victim's behalf.

*Child Abuse:* If I receive information in my professional capacity from a child parent, guardian or other custodian of a child that gives me reasonable cause to suspect that a child is abused or neglected the law requires that I report this information to the appropriate protective services office. Once such a report is filed I may be required to provide additional information.

*Health Oversight Activities:* I may disclose confidential mental health records to a health oversight agency for activities authorized by law. These oversight activities include (but are not limited to) audits, investigations, inspections and licensure.

*Lawsuits and Disputes:* if you are involved in a lawsuit or dispute, I may disclose protected information about you in response to a court or administrative order. I may also disclose health information about you in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

*Worker's Compensation:* If you file a worker's compensation claim and I am treating you for the issues involved with that complaint, I must furnish to the chairperson of the Worker's Compensation Board records that contain Protected Health Information.

*As Required By Law:* I will disclose Protected Health Information about you when required to do so by federal, state or local law.

### **Patient's Rights**

HIPPA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of Protected Health Information. These rights include requesting that I do not amend your record, requesting restrictions on what information from your clinical records is disclosed to others requesting an accounting of most disclosures of Protected Health Information that you have consented to nor authorized, receiving an accounting of disclosures, and inspecting and copying Protected Health Information used to make decisions about your care. You also have the right to request that I communicate with you in a certain way or at a certain location. For example, you may request that I only contact you at work. You have the right to, and will be provided with, a paper copy of this agreement.

There may be times what I will not agree to or cannot accommodate your request. If at all possible, this will be thoroughly discussed with you at that time, and you have the right to a review. If you believe that your privacy rights have been violated, you may file a complaint directly with me at the address on the agreement, or with the Secretary of the Department of Health and Human Services. You will not be penalized for filing a complaint.

-  
**Social Worker's Duties**

The laws and standards of my profession require that I keep Protected Health Information about you in your clinical record and that these be kept private. I must give you this notice of my legal duties and privacy practices with respect to Protected Health Information. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. I will be happy to answer any questions that you may have.

**Marybeth Jordan, LCSW**

15 West 72nd Street, Suite 1P  
New York, New York 10023  
212-726-0496

This is to verify that I was given a Social Worker/Psychotherapist- Client Services Agreement that included the Privacy Practices required by the Health Insurance Portability and Accountability Act (HIPPA). The notice describes how health information about me may be used and disclosed, and how I can get access to my health information, if I so desire.

I understand that if I have any questions about the Privacy Practices, I can discuss these with Marybeth Jordan,, LCSW at any time.

\_\_\_\_\_  
Client's Name (print)

\_\_\_\_\_  
Client's Signature

Date

\_\_\_\_\_  
Client's Name (print)  
Date

\_\_\_\_\_  
Client's Signature

Date