

# Psychology \* Wellness Practice

*Independent Practitioners Integrated for Health and Wellness*

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

## Patient Registration Form

<b>Name:</b>		<b>Date:</b>
<b>Street:</b>	<b>Suite/Apt. #</b>	<b>Date of Birth:</b>
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Phone (home):</b>	<b>Phone (work):</b>	
<b>Cell Phone:</b>		
<b>Name of person to call in an emergency:</b>		<b>Relationship:</b>
<b>Street:</b>		<b>Suite/Apt. #:</b>
<b>City:</b>	<b>State:</b>	<b>ZIP code:</b>
<b>Phone:</b>		
<b>Name of person filling out this form (if not patient):</b>		
<b>Name of Primary Care Physician (PCP):</b>		<b>Date last seen:</b>
<b>PCP Office Address:</b>		<b>Suite/Apt. #:</b>
<b>City:</b>	<b>State:</b>	<b>ZIP code:</b>
<b>Phone:</b>	<b>Fax:</b>	

## Insurance Information:

<b>Insurance Company:</b>	<b>Ins. Phone:</b>
<b>Subscriber:</b>	<b>ID #:</b>
<b>Subscriber's Employer:</b>	<b>Birth Date:</b>
<b>Patient's relationship to subscriber:</b>	
<b>Secondary Insurance Company:</b>	<b>ID#:</b>

### Statement of Release by Patient to Insurance Company

I request that payment of authorized insurance benefits be made on my behalf to Josh Gelber, LCSW-R for services furnished to me by this practitioner. I authorize Josh Gelber, LCSW-R to release medical information about me to the applicable insurance company should any information be needed to determine these benefits. Please be advised that only the minimum necessary information will be disclosed to serve these administrative purposes.

I acknowledge that the above information I have provided is correct.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## Outpatient Services Contract

Welcome to my practice! This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us.

### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. Our first session will involve an evaluation of your needs. By the end of that process, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

### MEETINGS

I normally conduct an initial diagnostic assessment, via clinical interview, that lasts 1 session. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) for family therapy and one 53-60 minute session for individual therapy. Sessions will be scheduled at a time we agree on, although some sessions may be longer or shorter, or more or less frequent.

### CANCELLATION POLICY

Most days, there is a waiting list of patients who are eager to set up an appointment as soon as possible. As such, it is important to keep your appointment for the time it was scheduled. Appointments that are cancelled more than 24 hours in advance will *not* be charged a cancellation fee. Appointments that are cancelled the day prior to your scheduled appointment but less than 24 hours in advance will be charged a \$30.00 cancellation fee. Appointments that are cancelled the same day as scheduled will be charged a \$60.00 cancellation fee. The fees will be waived if the appointment is able to be filled by another patient and under extreme circumstances that are agreed upon between you and I.

### PROFESSIONAL FEES

*Out-of-network:* If I do not accept your insurance, I can still provide my services as an out of network provider. In that case, my fee for psychotherapy sessions is \$70.00. Phone calls, emails, and general letters to patients and collaterals (e.g., school personnel, PCP or other physicians) are billed at a rate of \$15.00 per 15 minutes.

*Insurance:* Co-pay is required for each psychotherapy session **at the time of service**. A \$10.00 charge will be applied to all copays not paid at the time of service. I accept cash and personal check.

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

*Other:* Insurance companies do not reimburse for phone calls between you and I involving treatment matters that are discussed outside of scheduled sessions, nor do they reimburse for preparation of records for a third party or at your request. Insurance companies also do not reimburse for phone calls or emails to collaterals (e.g., school personnel, PCP or other physicians). As such, those services are billed at a private pay rate of \$15.00 per 15 minutes. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party, at my then current rates per hour of time. I do not, however, become involved in child custody matters.

## **BILLING AND PAYMENTS**

You will be expected to pay for each psychotherapy session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. 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 release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

## **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental (behavioral) health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental (behavioral) health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental (behavioral) health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental (behavioral) health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental (behavioral) health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## **CONTACTING ME**

I am often not immediately available by telephone. When I am unavailable, the office telephone is answered by voice mail or by one of our secretaries. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can not wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist/psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **ELECTRONIC COMMUNICATIONS**

Various types of electronic communications are common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

### *Email Communications*

I use email communication only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

### *Text Messaging*

Since text messaging is a very unsecure and impersonal mode of communication, I do not text message to nor do I respond to text messages from anyone in treatment with me. So, please do not text message me unless we have made other arrangements.

### *Social Media*

I do not communicate with, or contact, any of my patients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with patients online have a high potential to compromise the professional relationship.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead, unless I determine that to do so may cause emotional harm. Since these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. You should be aware that this will be treated in the same manner as any other professional service, and you will be charged an appropriate fee (see PROFESSIONAL FEES above).

## **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss. At the end of your treatment, I will prepare a summary of our work together for your parents, and we will discuss it before I send it to them.

## **CONFIDENTIALITY**

In general, the privacy of all communications between a patient and a therapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. Should I be contacted by your counsel or another for such a matter, you will be responsible for payment for the amount of time I am in correspondence with counsel, even if it is to explain that I do not become involved in child custody matters.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child is being abused, I must file a report with the appropriate state agency. If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action. I may occasionally find it helpful to consult 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. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney. Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

I understand and agree to the information provided in this document.

---

Patient Signature

---

Date

---

Witness Signature

---

Date

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## Patient Request for Confidential Communications

- It is assumed that Josh Gelber, LCSW-R, may contact you by telephone at your home and at your work, and in writing at your home, unless you inform him otherwise.
- Under HIPPA, you have the right to request that communications with you be confidential and by means acceptable to you. Josh Gelber, LCSW-R will approve your request if it is feasible and mutually agreeable. Josh Gelber, LCSW-R will honor your request, unless you specify you would like her to contact you if an emergency arises.

### I wish to be contacted as follows:

- ☐ At my home telephone number \_\_\_\_\_
  - ☐ You can leave messages with detailed information.
  - ☐ Leave message with call-back number only.
  - ☐ Call only at specified times of day \_\_\_\_\_
- ☐ At my mobile (cell) telephone number \_\_\_\_\_
  - ☐ You can leave messages with detailed information.
  - ☐ Leave message with call-back number only.
  - ☐ Call only at specified times of day \_\_\_\_\_
- ☐ At my work telephone number \_\_\_\_\_
  - ☐ You can leave messages with detailed information.
  - ☐ Leave messages with call-back number only.
  - ☐ Call only at specified times of day \_\_\_\_\_
- ☐ In writing
  - ☐ My home address
  - ☐ My work address
  - ☐ My fax number(s) \_\_\_\_\_
  - ☐ My email address \_\_\_\_\_

---

Signature of Patient/Parent or Guardian

---

Date

---

Witness

---

Date

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## AUTHORIZATION FOR RELEASE OF INFORMATION

I, \_\_\_\_\_, authorize Josh Gelber, LCSW-R to obtain from and release the health information described below to:

Name	
Contact Info	

This request and authorization applies to only the following protected health information:

---

---

List each purpose or reason for the use or release of the protected health information:

---

---

This authorization shall remain in full effect until the end of our treatment relationship or it will expire 5 years from today, whichever comes first.

I understand that, except with respect to action already taken in reliance on this authorization, I may revoke this authorization in writing at any time by delivering or sending written notification to:

Josh Gelber, LCSW-R, 950 New Loudon Rd., Suite 101, Latham, NY 12110

I understand that Josh Gelber, LCSW-R may not condition treatment, payment, enrollment or eligibility for benefits on my signing this authorization, unless my treatment is related to research and the purpose of this authorization is related to the research project.

I understand that information disclosed pursuant to this authorization may be subject to redisclosure by the recipient and may no longer be protected by federal or state privacy laws.

If this authorization is for the release of HIV-related information, the recipient of the information is prohibited from redisclosing any HIV-related information about you without your authorization unless permitted to do so by federal or state law.

I understand that I have the right to receive a copy of this authorization after I have signed it. I understand that a copy of this authorization will be maintained in my patient record.

I understand that I have the right to refuse to sign this authorization.

\_\_\_\_\_  
Patient's signature (relationship if signed by parent / guardian)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Date



# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

1500

## HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

<input type="checkbox"/> PICA <span style="float: right;"><input type="checkbox"/> PICA</span>																													
1. MEDICARE <input type="checkbox"/> (Medicare #) MEDICAID <input type="checkbox"/> (Medicaid #) TRICARE <input type="checkbox"/> (Sponsor's SSN) CHAMPVA <input type="checkbox"/> (Member ID#) GROUP HEALTH PLAN <input type="checkbox"/> (SSN or ID) FECA BLK LUNG <input type="checkbox"/> (SSN) OTHER <input type="checkbox"/> (ID)					1a. INSURED'S I.D. NUMBER (For Program in Item 1)																								
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)					3. PATIENT'S BIRTH DATE MM DD YY M <input type="checkbox"/> F <input type="checkbox"/>		4. INSURED'S NAME (Last Name, First Name, Middle Initial)																						
5. PATIENT'S ADDRESS (No., Street)  CITY STATE ZIP CODE TELEPHONE (Include Area Code) ( )					6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street)  CITY STATE ZIP CODE TELEPHONE (Include Area Code) ( )																						
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)					10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State) c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO 10d. RESERVED FOR LOCAL USE		11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURED'S DATE OF BIRTH MM DD YY SEX M <input type="checkbox"/> F <input type="checkbox"/> b. EMPLOYER'S NAME OR SCHOOL NAME c. INSURANCE PLAN NAME OR PROGRAM NAME d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, return to and complete item 9 a-d.																						
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.  SIGNED _____ DATE _____										13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.  SIGNED _____																			
14. DATE OF CURRENT: MM DD YY ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP)					15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS, GIVE FIRST DATE MM DD YY					16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY																			
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE					17a. NPI					18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																			
19. RESERVED FOR LOCAL USE										20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES																			
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line) 1. _____ 3. _____ 2. _____ 4. _____										22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO. 23. PRIOR AUTHORIZATION NUMBER																			
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE		C. EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER		E. DIAGNOSIS POINTER		F. \$ CHARGES		G. DAYS OR UNITS		H. SPOT Family Plan		I. ID. QUAL.		J. RENDERING PROVIDER ID. #											
1																		NPI											
2																		NPI											
3																		NPI											
4																		NPI											
5																		NPI											
6																		NPI											
25. FEDERAL TAX I.D. NUMBER SSN EIN					26. PATIENT'S ACCOUNT NO.					27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input type="checkbox"/> YES <input type="checkbox"/> NO					28. TOTAL CHARGE \$					29. AMOUNT PAID \$					30. BALANCE DUE \$				
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)										32. SERVICE FACILITY LOCATION INFORMATION										33. BILLING PROVIDER INFO & PH # ( )									
SIGNED _____ DATE _____										a. _____ b. _____										a. _____ b. _____									

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## **NOTICE OF PRIVACY PRACTICES**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED, DISCLOSED AND SAFEGUARDED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### **I. Our Responsibility**

The confidentiality of your personal health information is very important to us. Your health information includes records that we create and obtain when we provide you care, such as a record of your symptoms, examination and test results, diagnoses, treatments and referrals for further care. It also includes bills, insurance claims, or other payment information that we maintain related to your care.

This Notice describes how we handle your health information and your rights regarding this information. Generally speaking, we are required to:

- Maintain the privacy of your health information as required by law;
- Provide you with this Notice of our duties and privacy practices regarding the health information about you that we collect and maintain; and
- Follow the terms of our Notice currently in effect.

### **II. Our Contact Information**

After reviewing this Notice, if you need further information or want to contact us for any reason regarding the handling of your health information, please direct any communications to the following contact person:

**Privacy Officer: Josh Gelber, LCSW-R, 950 New Loudon Rd., Latham, NY 12110 (518) 608-4271**

### **III. Uses and Disclosures of Information**

Federal law permits us to use and disclose personal health information without your consent or authorization for purposes of treatment, payment, and health care operations. However, under New York State law and regulations, we will not release your personal health information to any third party except in the following circumstances:

#### **1. With Your Express Consent for Treatment and Payment Purposes**

This consent may be in writing, oral or implied.

Examples:

- You send us a written request to send a copy of your records to another physician who may be providing treatment to you
- You ask us to call the pharmacy to renew your medication
- You ask us to submit a health insurance claim form to your insurance carrier or you seek treatment from us because we are a participating provider in your health plan

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## 2. For Health Care Operations

In the course of providing treatment to you, we may need to share information with our employees, including students and trainees, and consultants to perform the operations of our medical office. We will share with our employees and business associates only the minimum amount of personal health information necessary for them to assist us.

Examples:

- To bill for our services
- To set up appointments with you

## 3. As Otherwise Permitted or Required by Federal or State Law or Regulation

Examples:

- In an emergency situation
- For child abuse and neglect reporting and investigation

## 4. Pursuant to Your Written Authorization

We will not release health information to any third party In connection with any other uses and disclosures not described in this Notice, unless you grant us written authorization to do so.

Examples:

- We receive a request for medical information from your potential employer
- In connection with use or disclosure of psychotherapy notes
- In connection with marketing activities
- In connection with the sale of protected health information

## IV. Other Uses and Disclosures

In addition to uses and disclosures related to treatment, payment, and health care operations, we also may use and disclose your personal information without your express consent or authorization for the following additional purposes:

### **Abuse, Neglect, or Domestic Violence**

As required or permitted by law, we may disclose health information about you to a state or federal agency to report suspected abuse, neglect, or domestic violence. If such a report is optional, we will use our professional judgment in deciding whether or not to make such a report. If feasible, we will inform you promptly that we have made such a disclosure.

### **Appointment Reminders and Other Health Services**

We may use or disclose your health information to remind you about appointments or to inform you about treatment alternatives or other health-related benefits and services that may be of interest to you, such as case management or care coordination.

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

## **Business Associates**

We may share health information about you with business associates who are performing services on our behalf. For example, we may contract with a company to do our billing. Our business associates are obligated to safeguard your health information. We will share with our business associates only the minimum amount of health information necessary for them to assist us.

## **Communicable Diseases**

To the extent permitted or required by law, we may disclose information to a public health official or a person who may have been exposed to a communicable disease or who is otherwise at risk of spreading a disease or condition.

## **Communications with Family and Friends**

We may disclose information about you to a person who is involved in your care or payment for your care, such as family members, relatives, or close personal friends. In addition, we may notify a family member, your personal representative, or other person responsible for your care, of your location, general condition, or death. Any such disclosure will be limited to information directly related to the person's involvement in your care. If you are available, we will provide you an opportunity to object before disclosing any such information. If you are unavailable because, for example, you are incapacitated or because of some other emergency circumstance, we will use our professional judgment to determine what is in your best interest regarding any such disclosure.

## **Coroners, Medical Examiners and Funeral Directors**

In the event of your death, we may disclose health information about you to a coroner or medical examiner, for example, to assist in identification or determining cause of death. We may also disclose health information to funeral directors to enable them to carry out their duties.

## **Disaster Relief**

We may disclose health information about you to government entities or private organizations (such as the Red Cross) to assist in disaster relief efforts. If you are available, we will provide you an opportunity to object before disclosing any such information. If you are unavailable because, for example, you are incapacitated, we will use our professional judgment to determine what is in your best interest and whether a disclosure may be necessary to ensure an adequate response to the emergency circumstances.

## **Food and Drug Administration (FDA)**

We may disclose health information about you to the FDA, or to an entity regulated by the FDA, for example, in order to report an adverse event or a defect related to a drug or medical device.

## **Health Oversight**

We may disclose health information about you for oversight activities that are authorized by federal or state law, for example, to facilitate auditing, inspection, or investigation related to our provision of health care, or to the health care system.

## **Judicial or Administrative Proceedings**

We may disclose health information about you pursuant to a court order in connection with a judicial or administrative proceeding, in accordance with our legal obligations.

## **Law Enforcement**

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

We may disclose health information about you to a law enforcement official for certain law enforcement purposes without your consent but only if you are incapacitated or in an emergency situation.

## **Minors**

If you are an unemancipated minor under New York law, there may be circumstances in which we disclose health information about you to a parent, guardian, or other person acting *in loco parentis*, in accordance with our legal and ethical responsibilities.

## **Parents**

If you are a parent of an unemancipated minor, and are acting as the minor's personal representative, we may disclose health information about your child to you under certain circumstances. For example, if we are legally required to obtain your consent as your child's personal representative in order for your child to receive care from us, we may disclose health information about your child to you. In some circumstances, we may not disclose health information about an unemancipated minor to you. For example, if your child is legally authorized to consent to treatment (without separate consent from you), consents to such treatment, and does not request that you be treated as his or her personal representative, we may not disclose health information about your child to you without your child's written authorization.

## **Personal Representative**

If you are an adult or emancipated minor, we may disclose health information about you to a personal representative authorized to act on your behalf in making decisions about your health care.

## **Public Health Activities**

As required or permitted by law, we may disclose health information about you to a public health authority, for example, to report disease, injury or vital events such as death.

## **Public Safety**

Consistent with our legal and ethical obligations, we may disclose health information about you based on a good faith determination that such disclosure is necessary to prevent a serious and imminent threat to yourself, to identified individuals and the public, or in an emergency situation.

## **Required By Law**

We may disclose health information about you as required by federal, state or other applicable law.

## **Specialized Government Functions**

We may disclose health information about you for certain specialized government functions, as authorized by law and depending on the particular circumstances. Examples of specialized government functions include military activities, determination of veterans benefits and emergency situations involving the health, safety, and security of public officials.

## **Workers' Compensation**

We may disclose health information about you for purposes related to workers' compensation, as required and authorized by law.

## **V. Your Health Information Rights**



# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

Under the law, you have certain rights regarding the health information that we collect and maintain about you. This includes the right to:

- Request that we restrict certain uses and disclosures of your health information. We are not, however, required to agree to all requested restrictions, unless the requested restriction involves information to be sent to a health plan for payment or health care operations purposes and the disclosure relates to products or services that were paid for in full and such disclosure is not otherwise required by law.
- Request that we communicate with you by alternative means, such as making records available for pick-up, or mailing them to you at an alternative address, such as a P.O. Box. We will accommodate reasonable requests for such confidential communications.
- Request to review, or to receive a copy of, the health information about you that is maintained in our files and used to make decisions about your treatment. We will respond to your request to inspect records within 10 days. We ordinarily will respond to requests to copy records within 30 days for on-site records and 60 days for off-site records. The standard fee for copying is \$0.75 per page. If we maintain an electronic health record for you, you may request access to your health information in an electronic format or have the information transmitted electronically to a designated recipient. Any fee charged by us for the electronic document production will not exceed our labor costs in responding to the request. If we are unable to satisfy your request, we may instead provide you with a summary of the information you requested. We will also tell you in writing the reason for the denial and your right, if any, to request a review of the decision and how to do so.
- Request that we amend the health information about you that is maintained in our files. Your request must explain why you believe our records about you are incorrect, or otherwise require amendment. Ordinarily, we will respond to your request for an amendment within 60 days. If we are unable to satisfy your request, we will tell you in writing the reason for the denial and tell you how you may contest the decision, including your right to submit a statement (of reasonable length) disagreeing with the decision. This statement will be added to your records.
- Request a list of our disclosures of your health information. This list, known as an “accounting” of disclosures, will not include certain disclosures, such as routine disclosures made for payment, treatment or health care operations purposes or those made pursuant to a written authorization. However, if we maintain an electronic health record for you, you may be entitled to receive an accounting of routine disclosures of your health information. We will ordinarily respond to your request for an accounting of disclosures within 60 days. We will provide you the accounting free of charge, however if you request more than one accounting in any 12 month period, we may impose a reasonable, cost-based fee for any subsequent request. Your request should indicate the period of time in which you are interested (for example, “from May 1, 2013 to June 1, 2013”). We will be unable to provide you an accounting for any disclosures made before April 14, 2003, or for a period of longer than six years.
- Request a paper copy of this Notice.

# Psychology \* Wellness Practice

Joshua Gelber, LCSW-R  
Licensed Clinical Social Worker

---

In order to exercise any of your rights described above, you must submit your request in writing to our contact person (see section II above for information). If you have questions about your rights, please speak with our contact person, available in person or by phone, during normal office hours.

## **VI. Notice of Breach of Health Information**

In the unlikely event that your health information is inadvertently acquired, accessed, used by, or disclosed to an unauthorized person, we will provide you with written notice of such breach. The notice will be sent without unreasonable delay and in no case later than 60 calendar days after discovery of a breach. The notice will be written in plain language and will contain the following information: (i) a brief description of what happened, the date of the breach, if known, and the date of discovery; (ii) the type of PHI involved in the breach; (iii) any precautionary steps you should take; (iv) a description of what we are doing to investigate and mitigate the breach and prevent future breaches; and (v) how you may contact us to discuss the breach.

The written notice of breach will be sent by regular mail or by email if you have indicated that you prefer to receive communications from us by email. If the contact information we maintain for you is insufficient or out-of-date, we may attempt to provide notice to you by telephone or other permissible alternate method. We will also report the breach to the U.S. Department of Health and Human Services.

## **VII. To Request Information or File a Complaint**

If you believe your privacy rights have been violated, you may file a written complaint by mailing it or delivering it to our contact person (see section II above). You may complain to the Secretary of Health and Human Services (HHS) by writing to Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F Washington, D.C. 20201; by calling 1-800-368-1019; or by sending an email to [OCRprivacy@hhs.gov](mailto:OCRprivacy@hhs.gov). We cannot, and will not, make you waive your right to file a complaint with HHS as a condition of receiving care from us, or penalize you for filing a complaint with HHS.

## **VIII. Revisions to this Notice of Privacy Practices**

We reserve the right to amend the terms of this Notice. If this Notice is revised, the amended terms shall apply to all health information that we maintain, including information about you collected or obtained before the effective date of the revised Notice. We will post any revised Notice in the waiting areas of our office. You will also be able to obtain your own copy of the revised Notice by contacting us or asking for one at your next visit. If we revise or update the Notice with a material change, we will re-distribute the Notice to all patients. If the revision or update is non-material, we will provide the new Notice to all new patients at the first date of service and to all current patients only upon request.

## **IX. Effective Date**

This Notice will take effect on September 23, 2013.