

Privacy and Practice Policies

Welcome. I look forward to the opportunity of providing your care. This document contains important information about my privacy policies and practice policies. Please read carefully and note any questions you have so we can discuss.

OUTPATIENT SERVICES CONTRACT

Our initial visit is a consultation and does not constitute an intent to treat. Following an initial assessment and thorough discussion, we will determine the type and extent of services that are recommended. The goal of the assessment process is to determine the best course of treatment for your needs. Typically, treatment is provided over the course of several weeks or months.

LEGAL TESTIMONY

It is often unforeseen, but legal matters requiring the testimony of a mental health professional can and do arise. Legal testimony can often be damaging to the relationship between a patient and his/her psychiatrist. Because of this, it is required that you employ independent forensic psychiatric services should this type of evaluation or testimony be required.

CANCELLATIONS AND NO-SHOW POLICY

Once your appointment is scheduled, you will be expected to pay in full unless you provide at least 48 business hours advance notice of cancellation. Business hours are considered the weekdays between Monday and Friday.

BILLING AND PAYMENTS

You will be expected to pay for each session in full at the time of service unless previously agreed upon. If your account has payment overdue for over 60 days, I reserve the option of using legal means to secure payment, including collection agencies or small claims court. In most cases, the only information we would be providing would be your name, nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

I am not contracted with any insurance companies, and am considered an “out of network provider.” If you have a health benefits policy, it will usually provide some mental health coverage. However, you, not your insurance company, are responsible for full payment of the session fees. I will not bill your insurance directly. If you plan to use your insurance benefits, I can provide you with a statement that can be submitted to your insurance company. Please be aware that most insurance companies require a clinical diagnosis, and sometimes additional clinical information, such as treatment plan or summary, or in rare cases, a copy of the entire record. I am required to submit this information on your behalf if you choose to obtain insurance reimbursement.

CONTACT

I am often not immediately available by telephone. This is a part-time practice so I am not in the office 5 days per week. While I am usually in the office during regular business hours (9 AM-5 PM), calls will not be answered if I am with a patient so as to provide the best care possible. I monitor my voicemail frequently and will return your call as soon as possible. I will make every effort to return your call on the same day with the exception of weekends and holidays (please state if the call is urgent). When you call, please leave times and phone numbers where you can best be reached. If you are calling and consider the call an emergency, please call your family physician, the Emergency Room at the nearest hospital, or 911 and describe your circumstances. You may also walk into any Emergency Room at any hospital and report your situation.

CONFIDENTIAL COMMUNICATION

Please note that text messaging and email is not a fully secure means of communication. Please do not send personal health information or urgent concerns via this contact form, email or text messages. If you choose to do so, please be aware that I am not responsible for breach of data. Patients currently under my care have access to secure electronic communication for non-urgent matters. Please ask if you do not have access, and wish to arrange for it.

PROFESSIONAL RECORDS

Both law and the standards of our profession requires that I keep appropriate treatment records. You are entitled to review a copy of the records, unless I believe seeing them would be emotionally damaging, in which case, I will be happy to provide a summary of your care or to forward records to an appropriate mental health professional of your choice and with your written consent. Because these are professional records, they can be misinterpreted or upsetting, and it is recommended that we review them together so that we can discuss what they contain. Patients will be charged an appropriate fee for any preparation time that is required to comply with an information request.

CONFIDENTIALITY

Confidentiality is essential in mental health treatment and is protected by the law. It is my policy to adopt, maintain and comply with the Privacy Practices that are consistent with HIPAA and New York law. I will only release information about our work to others with your written permission. Some basic information about diagnosis and treatment may be required as a condition of your insurance coverage or collection of payment, coordinating treatment with other healthcare providers, or sending appointment reminders. Please review the below exceptions to confidentiality where disclosure is required by law:

A) If there is a threat of serious bodily harm to others, I am required by law to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization.

- B) If there is a threat to harm yourself, I am required to seek emergent hospitalization, or to contact family members or others who can help provide protection.
- C) If there is an indication of abuse to a child, an elderly person, or a disabled person, even if it is about a party other than yourself, I must file a report with the appropriate state agency.
- D) If you are involved in judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances in which your emotional condition is an important element, a judge may require my testimony.
- E) If due to mental illness, you are unable to meet your basic needs, such as clothing, food, and shelter, I may have to disclose information in order to access services to provide for your basic needs.

These situations rarely arise in our clinical practice, but should such a situation occur, I will make every effort to fully discuss it with you before taking any action. I may occasionally find it helpful to consult with other professionals. In these circumstances, I will make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential.

PRACTICE STATUS

I work in an office with other independent mental health professionals. While we share an office space, my practice is independent. Your professional records are separately maintained and no member of the group has access to them without your specific, written permission. Also, I have a network of colleagues (primary care doctors, other therapists, etc) that I often refer patients to as part of a treatment team approach. If a referral to another professional is indicated, I will work with them to collaborate and coordinate your care, and will request your permission to discuss your case with them. While I strive to select extremely high quality professionals with similar standards of care to my own, I cannot take responsibility for the treatment they provide.

CHANGES TO THIS NOTICE

I reserve the right to change our policies. I reserve the right to make the revised policy effective for medical information we have already obtained as well as for information gathered in the future. You have the right to be made aware of any such changes.

If you have any questions or concerns regarding my privacy policies or practice policies, please contact Erica Zara, N.P. Psychiatric Nurse Practitioner 1182 Broadway, Suite 3C New York, NY 10001 P: (917) 699-4393 Email: Erica@ericazaranp.com