

Notice of Privacy Practices

Legal duty

As a health provider, New York Speech & Voice Lab PLLC is required by law to protect the privacy of your health information, provide this notice about information practices, and follow the information practices that are described in this notice. This notice takes effect on 6/24/20 and remains in effect until it is updated or replaced. Changes may be applied at any time, provided such changes are permitted by applicable law, and they will be made available to you before they go into effect.

Use and disclosure of protected health information

- **Treatment, payment, and healthcare operations:** New York Speech & Voice Lab PLLC uses your health information for treatment, payment, and healthcare operations. These include activities such as a) scheduling, treatment recommendations, treatment materials, or reports to you, b) receipts or invoices to you, c) reports to and discussions with related health professionals regarding diagnosis, testing, and treatment progress, d) referrals, e) billing and documentation of the need for services to insurance companies or third party payers, f) quality assessment and improvement activities, and g) certification, licensing, and credentialing activities. Information may be shared by mail, email, phone, or fax.
- **Requirements by law:** New York Speech & Voice Lab PLLC may use or disclose your health information when New York Speech & Voice Lab PLLC is required to do so by law. This may include information to assist the government for public health purposes or for an investigation or inspection of a health care provider or organization.
- **Emergencies:** In the event of emergency circumstances, New York Speech & Voice Lab PLLC will disclose health information based on professional judgment such that it is directly relevant to the safety of you and others.
- **Abuse or neglect:** New York Speech & Voice Lab PLLC may disclose your health information to the appropriate authorities if New York Speech & Voice Lab PLLC reasonably believes that you are a possible victim of abuse, neglect or domestic violence. New York Speech & Voice Lab PLLC may disclose your health information to the extent necessary to avoid a serious threat to the health or safety of you or others.
- **Your authorization:** Regarding the use and/or disclosure of your health information with relevant health professionals for treatment, you will be given the opportunity to give written permission specific to each party. In addition to treatment, payment, and/or healthcare operations, you may give New York Speech & Voice Lab PLLC written authorization to use your health information or to disclose it to anyone for any purpose. If you give New York Speech & Voice Lab PLLC such an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it is in effect. Unless you give New York Speech & Voice Lab PLLC a written authorization, New York Speech & Voice Lab PLLC cannot use or disclose your health information for any reason except those described in this Notice.

Individual rights

- **Access:** You have the right to look at, get a copy of, or electronically receive your protected health information.
- **Disclosure accounting:** You also have the right to receive a list of instances in which New York Speech & Voice Lab PLLC has disclosed your health information for purposes other than treatment, payment, or healthcare operations.
- **Restrictions:** You have the right to request that New York Speech & Voice Lab PLLC place additional restrictions on its use or disclosure of your health information for treatment, payment, and healthcare operations, except when specifically authorized by you, when required by law, or in emergency circumstances.

- **Amendment:** If you believe that information in your record is incorrect or if important information is missing, you have the right to request, in writing, that New York Speech & Voice Lab PLLC amend the existing information. New York Speech & Voice Lab PLLC may deny your request under certain circumstances such as clinical diagnosis.

Internet use

- **Networks:** New York Speech & Voice Lab PLLC uses encrypted, password-protected internet networks. Because signals could nevertheless be intercepted, absolute confidentiality and privacy cannot be guaranteed at all times.
- **Email:** Email is the preferred mode of communication. A business associate agreement (BAA) between New York Speech & Voice Lab PLLC and Microsoft Office 365 Exchange incorporates software security measures that meet the standards of the Health Insurance Portability and Accountability Act (HIPAA).
- **Telepractice:** A BAA between New York Speech & Voice Lab PLLC and Cisco Webex, between New York Speech & Voice Lab PLLC and Doxy.me, and between New York Speech & Voice Lab PLLC and Zoom all incorporate software security measures that meet HIPAA standards. Alternatively, you may choose and approve the use of a video platform that does not have a BAA with New York Speech & Voice Lab PLLC -- Skype, FaceTime, or other -- which involves a lower level of security. Additionally, you may choose and approve the use of a video platform with which you have a BAA. No portion of a session is recorded with the video platform software unless you explicitly request it for clinical purposes. Any recordings of speech samples are taken using non-web-based audio software and hardware systems.
- **Payment processing:** For out-of-pocket payments, a BAA between New York Speech & Voice Lab PLLC and Square incorporates software security measures that meet the HIPAA standards. PayPal and Venmo are also offered, and can be chosen by you, at a lower level of security without a BAA. Additionally, you may choose and approve the use of another payment platform with which you do or do not have a BAA. Invoices and receipts will not be sent through any payment platform. For submissions to Medicare, New York Speech & Voice Lab PLLC uses the Connex Electronic Data Interchange portal by National Government Services, which meets the HIPAA standards, and forwards claims directly to any secondary or supplemental insurances.

Questions or complaints

If you have questions about these privacy practices, please contact Christie Block, Health Provider, Security Officer, and Owner of New York Speech & Voice Lab PLLC, at the address or phone below. If you are concerned that New York Speech & Voice Lab PLLC may have violated your privacy rights, or if you disagree with a decision New York Speech & Voice Lab PLLC made about access or amendment to your health information, you may write a written complaint to New York Speech & Voice Lab PLLC (address below) and/or to: Director, Office for Civil Rights, US Dept of Health and Human Services, 200 Independence Ave, SW-Room 506-F, Washington DC 20201, or at ocrmail@hhs.gov.

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Practice Policies for Speech-Language Pathology Services

Scheduling: Each session will be set up by email or at the end of the previous session. You will receive a reminder by email for each session. After the first session, you will not be expected to answer the reminder email, though it would be appreciated if you do.

Attendance: Please attend all sessions. If you must cancel, please email at least 24 hours before the start time of the scheduled session. Except in cases of emergency, per the discretion of New York Speech & Voice Lab PLLC on a case-by-case basis, you will be charged in full for each and any session that you no-show or cancel within 24 hours of the start time of the scheduled session. Emergencies do not include train or traffic delays. If you cannot be in contact beforehand, please email after the session time to plan next steps.

Punctuality: The therapy session time will not be extended when you are late. If you are late, try to still come and use the remaining time that has been reserved for you.

Communication outside session: Email is the preferred form of communication with you outside session, though you may alternatively request the use of phone or text. Please be timely in your communication and understand that contact with you may not be possible outside business hours.

Homework outside session: As part of the therapy process and to maximize your potential for improvement, you will be expected to make a good faith effort to the best of your ability within your circumstances to do exercises, activities, or other preparations outside of sessions.

Telepractice: For any telepractice sessions, you will be expected to use a computer, a webcam, an external microphone, external headphones, a quiet location with sufficient lighting, and a reliable continuous internet connection when possible. New York Speech & Voice Lab PLLC reserves the right to postpone sessions if these elements are inadequate for providing services.

Payment methods: Payment for sessions may be made in cash, by check (payable to New York Speech & Voice Lab), by Venmo (Christie Block @ChristieBlockNYC), by PayPal (cblock@speechvoicelab.com), with a major credit card, or with a health savings account credit card. Credit cards are the least preferred. Please keep in mind that cash, check, and credit card involve a higher level of security. A receipt can be provided upon request. A Good Faith Estimate can also be provided upon request when paying out-of-pocket.

Payment schedule: Each session must be paid before or at the time of the session. You may pay for multiple sessions in advance. Payment for all cancelled checks and cancelled sessions will be expected by the next session or within 2 weeks of receipt of statement for services, whichever comes first.

Late payment: A \$20.00 fee will be charged for all cancelled checks. Bills that remain unpaid for over 2 weeks following receipt of the statement for services will be subject to an additional 5% charge on the unpaid balance. Bills that remain unpaid for 2 months following receipt of statement for services will be subject to legal action for collection.

Dismissal of services: This practice reserves the right to take you off your therapy program and refer you for services elsewhere if a) you miss half or more of a session for 3 consecutive sessions, and/or b) you fail to pay for one or more sessions.

[012622]

A Consumer's Bill of Rights
New York State Education Department
Office of the Professions

All consumers of services offered by New York licensed professionals have the legal right to:

- Receive competent professional services.
- Verify the credentials of licensed professionals and to know the names and titles of licensed professionals who provide service.
- Receive clear explanations of the services being offered or provided and how much they cost.
- Refuse any services offered.
- Know what client records will be maintained and how to obtain copies; personally identifiable information normally cannot be revealed without the consumer's consent.
- File a complaint with the State Education Department about a licensed professional or an unlicensed practitioner.
- If you are a person with a disability, you may request and be provided a reasonable accommodation to access professional services.

You are encouraged to choose professionals who uphold the rights listed above and who also:

- Treat you with courtesy and respect.
- Explain your service options, including their consequences and any follow-up services which may be required or recommended.

For answers to questions about these rights and for more information about what services licensed professionals may provide, contact:

*New York State Education Department
Office of the Professions
Education Building - 2nd floor
Albany, NY 12234
Telephone: (518) 474-3817
TDD: (518) 473-1426
Fax: (518) 474-1449
Email: op4info@mail.nysed.gov*

Professional Misconduct Complaints: conduct@mail.nysed.gov, 1-800-442-8106, or fax: 212-951-6449. Complaints against physicians, physician assistants, or specialist assistants should be directed to the Department of Health's Office of Professional Medical Conduct at: 1-800-663-6114.

<http://www.op.nysed.gov/rights.htm>, Last Updated: June 5, 2018