

Bouncing Back LLC Policies

Bouncing Back LLC Practice Policies, Informed Consent & Privacy Notice, HIPAA Authorization

1. Your Therapy Services

Therapy is a collaborative process. We will discuss your concerns, goals, treatment options, and progress together. You may ask questions, participate in treatment planning, decline a recommended intervention, or end therapy at any time.

Therapy can be helpful, but it may also bring up uncomfortable thoughts, memories, or emotions. No specific result can be guaranteed. Your clinician will use professional judgment and evidence-informed treatment to support your goals.

Bouncing Back LLC provides outpatient psychotherapy. If telehealth or outpatient therapy is not able to meet your clinical needs safely or effectively, your clinician may recommend in-person care, a different level of care, or another provider.

2. Telehealth in New Jersey

Routine psychotherapy sessions are provided by secure, real-time video. Telehealth offers convenience and continuity of care, but it also carries risks such as technology failure, interruptions, and reduced privacy if you are not in a private setting.

- Sessions are available only while you are physically located in New Jersey unless your clinician has confirmed in advance that she is legally authorized to practice where you are located.
- At the beginning of each telehealth session, your current physical location and a working phone number will be confirmed.
- Attend from a private setting and use reasonable safeguards for your device, internet connection, passwords, and surroundings.
- Routine therapy is not provided by text, email, or audio-only telephone. If video fails, your clinician may call briefly to troubleshoot, reconnect, determine next steps, or reschedule. Ongoing audio-only care will be used only when legally permitted and clinically appropriate.
- You may not record, screenshot, livestream, or otherwise capture a session.
- The same standard of care applies to telehealth as to in-person treatment. If telehealth does not provide enough clinical information or is no longer appropriate, your clinician will discuss the need for an in-person or other evaluation and appropriate follow-up care.

Telehealth is not an emergency service. If you are in immediate danger or experiencing a life-threatening emergency, call 911 or go to the nearest emergency department. For a mental health or suicide crisis in the United States, call or text 988.

3. Confidentiality and Its Limits

New Jersey law provides strong confidentiality protections for communications between a professional counselor and client. Your therapy information will be kept private except when you authorize a disclosure or when disclosure is permitted or required by applicable law.

Examples of situations in which information may be disclosed include:

- when State or Federal law requires a disclosure, including certain required reports of abuse, neglect, or exploitation;
- when a court of competent jurisdiction orders disclosure;
- when the New Jersey licensing board or Office of the Attorney General lawfully requires information during an investigation;
- when there is information indicating a clear and present danger to the health or safety of an individual;
- when your clinician must defend herself in a civil, criminal, or disciplinary action arising from services provided; or
- when you give written permission for a specific disclosure.

Professional consultation may occur when clinically appropriate and permitted by law. Information will be limited to what is reasonably necessary, and identifying information will be minimized when possible.

If you and your clinician see each other unexpectedly in public, the clinician will generally not acknowledge you first in order to protect your privacy. You may choose to say hello, but therapy discussions should not occur in public.

4. Communication, Boundaries, and Emergencies

SimplePractice secure messaging is preferred for sensitive administrative communication. Therapy content is best addressed during scheduled sessions. Phone, email, and text may be used for scheduling, billing, paperwork, or other brief administrative matters. Electronic communication can carry privacy risks and should not be used for detailed therapy content or emergencies.

Your clinician is not continuously available by phone, email, text, or portal message. Messages are generally returned within 24 hours when possible. If you need immediate assistance, use 911, 988, or your nearest emergency department rather than messaging the practice.

To protect confidentiality and professional boundaries, your clinician does not accept personal social-media friend, follow, or contact requests from current or former clients.

5. Appointments, Fees, Insurance, and Cancellations

- Please cancel or reschedule at least 48 hours before your appointment. A missed appointment or cancellation with less than 48 hours notice will result in a \$65 fee.
- If you arrive late, the session will usually still end at the scheduled time.
- Before treatment begins, you will be given the fee for your services or the basis used to determine your fee through your intake paperwork, SimplePractice portal, and/or insurance benefits information. Information about professional fees is available on request.
- If you use insurance, you are responsible for copays, deductibles, coinsurance, non-covered services, and other amounts assigned to you by your plan to the extent permitted by law and contract. Insurance benefit information is not a guarantee of payment.
- If you use insurance, you consent to Bouncing Back LLC using and disclosing information reasonably necessary for eligibility checks, claims, payment, and utilization review, consistent with New Jersey and Federal law. Psychotherapy notes are not included unless separately authorized or otherwise permitted by law.

6. Your Records

Bouncing Back LLC maintains a clinical record of your care and protects it from unauthorized access. New Jersey rules generally require professional counselors to retain the permanent client record for at least seven years from the last entry, unless another law requires a different period.

You may request access to or a copy of your record. A copy is generally provided within 30 days of a proper request, subject to legal exceptions. You may also ask that inaccurate or incomplete information be corrected or supplemented. Reasonable, cost-based copying or preparation fees may apply when permitted by law.

7. Ending Therapy

You may stop therapy at any time. Your clinician may also recommend ending or transferring care when services are no longer needed, no longer meet your needs, telehealth is not clinically appropriate, or another provider or level of care would better serve you. When termination or interruption of services is anticipated, Bouncing Back LLC will make reasonable efforts to provide written notice and assist with appropriate referral or continuity of care consistent with New Jersey requirements.

8. Notice of Privacy Practices (HIPAA)

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

Your Rights

You have the right to:

- see or get an electronic or paper copy of your health record, usually within 30 days of your request;
- ask us to correct or add to health information you believe is incorrect or incomplete;
- ask us to contact you in a specific way or at a specific address;
- ask us to limit certain uses or disclosures. We are not always required to agree, except that if you pay out-of-pocket in full for a service you may ask us not to disclose that service to your health plan for payment or health

care operations unless the law requires disclosure;

- request an accounting of certain disclosures of your health information;
- get a paper or electronic copy of this privacy notice;
- choose an authorized personal representative to act for you, when legally valid;
- be notified if a reportable breach may have compromised the privacy or security of your unsecured protected health information; and
- file a complaint without retaliation if you believe your privacy rights have been violated.

Your Choices

For certain uses and disclosures, you may tell us your preference. When permitted by law and clinically appropriate, you may choose whether information is shared with family, friends, or others involved in your care or payment for your care.

We will obtain your written authorization before using or disclosing your health information for marketing, selling your information, or most disclosures of psychotherapy notes. Bouncing Back LLC does not sell protected health information and does not use protected health information for fundraising.

How We May Use or Disclose Health Information

We may use or disclose protected health information only as permitted by applicable New Jersey and Federal law. New Jersey law may provide greater protection than HIPAA, and the more protective rule will be followed when it applies.

- **Treatment:** We use your information to provide psychotherapy and manage your care. When sharing with an outside treating provider requires your consent under New Jersey law, we will obtain that consent.
- **Payment:** If you use insurance or another payer, we may use or disclose information allowed by law to verify coverage, submit claims, obtain payment, or respond to utilization review requests.
- **Health care operations:** We may use information for lawful practice operations such as quality improvement, compliance, billing support, and secure record management.
- **Other disclosures allowed or required by law** may include public health and safety activities; legally required abuse or neglect reports; health oversight; judicial or administrative proceedings; law enforcement; workers' compensation; certain government functions; research when legally authorized; organ or tissue donation requests; and disclosures to coroners, medical examiners, or funeral directors when applicable.

If we maintain or receive substance use disorder patient records that are protected by 42 CFR Part 2, those records have additional protections. They generally may not be used or disclosed in civil, criminal, administrative, or legislative investigations or proceedings against you without your written consent or a qualifying court order and subpoena, as applicable.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information and to follow the privacy practices described in the current notice.
- We will provide you with this notice before evaluation or treatment and obtain written acknowledgement that you received it.
- We will notify you following a breach when notification is required by law.
- We will not use or disclose your information in a way not described in this notice unless you authorize it in writing or another law permits or requires it. You may revoke an authorization in writing, except to the extent we have already acted on it.

Questions, Complaints, and Changes to This Notice

Privacy Contact: Crystal Hawkins, LPC, LCADC (856) 254-0122 crystalh@bouncingbackllc.com

To make a privacy complaint to Bouncing Back LLC, contact the Privacy Contact above. You will not be retaliated against for filing a complaint.

Bouncing Back LLC may change this Notice. A revised Notice may apply to information already maintained as well as future information. The current Notice will be available on request and on the practice website or client portal, as applicable.

9. Optional Telehealth Care Coordination

New Jersey telehealth rules require that you be offered the opportunity to authorize release of records from telehealth encounters to a primary care or other health care provider you identify. Bouncing Back LLC will not release records for this care-coordination purpose unless the disclosure is otherwise permitted by law or you complete any written authorization that is required. If you would like to release your records to another health care provider you must complete a Release of Information form, which will be provided at your request. Your choice does not affect your ability to receive therapy.

Effective September 17, 2026

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Signature

Date