

Jeremy Gallas, Psy.D.

Communication by Email, Text, or Other Non-Secure Means

It may become useful during the course of treatment to communicate by email. Dr. Gallas and his employees use a private email server to increase security when emailing with clients, however, it is important to know that other methods, in their typical form, are not confidential means of communication. If you use these methods to communicate with Dr. Gallas or other therapists in his office, there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

- People in your home or other environments who can access your phone, computer, or other devices that you use to read and write messages
- Your employer, if you use your work email to communicate with Dr. Gallas and employees.
- Third parties on the Internet such as server administrators and others who monitor Internet traffic.

If there are people in your life that you don't want accessing these communications, please talk with Dr. Gallas or his employees about ways to keep communications safe and confidential.

Notice of Privacy Practices

This notice describes how clinical information about you may be used and disclosed and how you can get access to this information. Please read carefully.

WHO WILL FOLLOW THIS NOTICE: This notice describes the information privacy practices followed by Dr. Gallas and his employees. Your privacy is protected by law.

YOUR PROTECTED HEALTH INFORMATION (PHI): It is our legal duty to safeguard your PHI and ensure that it is kept private. Dr. Gallas and his employees are required by law to give you this notice, which applies to the information and records his office has about your health, health status, and health care services you receive at this office. It will tell you about the ways in which we may use and disclose health information about you and describes your rights and our obligations regarding the use and disclosure of that information. Your health information:

- may include information created and received by this office
- may be in the form of written or electronic records, or spoken words, and
- may contain information about your health history, health status, symptoms, examinations, test results, diagnoses, treatments, procedures, prescriptions, and similar types of health-related information.

HOW YOUR HEALTH INFORMATION MAY BE USED & DISCLOSED: Dr. Gallas and his employees may use and disclose health information for the following purposes:

- Treatment- We may use health information about you to provide you with clinical treatment or services with your written consent, unless in an emergency situation. We may disclose health information about you to physicians, nurses, psychiatrists, psychologists, trainees, office staff or other personnel who are involved in taking care of you and your health.
- Payment- We may use and disclose health information about you to bill and collect payment for the treatment and services provided. For example, we may need to give your information to your insurance company to get payment for therapy received. We may also provide your information to business employees such as billing companies, claims processing companies, collection agencies, and others that process health care claims for our office.
- Health Care Operations- We may use and disclose health information about you in order to run the office and make sure that you and our other clients receive quality care. For example, we may use your health information to evaluate our performance in caring for you. We may also use health information about all or many of our clients to help us decide what additional services we should offer, how we can become more efficient, or whether certain new treatments are effective. We may also disclose your health information to health plans that provide you insurance coverage and other health care providers that care for you. Our disclosures of your health information to plans and other providers may be for the purpose of helping these plans and providers improve care, reduce cost, and coordinate and manage health care.

- Appointment Reminders- We may contact you as a reminder that you have an appointment for treatment or clinical care at the office.
- Treatment Alternatives- We may contact you to tell you about or recommend possible treatment options or alternatives that may be of interest to you. We may also tell you about health-related products or services that may be of interest to you.

SPECIAL SITUATIONS: We may use or disclose health information about you for the following special situations, subject to all applicable legal requirements and limitations:

- Child & Elder Abuse- We are required to report all suspected cases of physical and/or sexual abuse or neglect of children to the Department of Human Services (DHS). We are required to report suspected cases of elder abuse or neglect to the Senior & Disabled Services Division.
- Serious Threat to Health or Safety- We may use and disclose health information about you when necessary to prevent a clear and substantial risk of harm being inflicted by you on yourself or another person. When there is a clear and substantial risk of harm to another individual, we are required to warn law enforcement officials and the intended victim.
- Workers' Compensation- We may provide health information in order to comply with Worker's Compensation laws.
- Health Oversight Activities- We may disclose health information to a health oversight agency for audits, investigations, inspections, or licensing purposes. These disclosures may be necessary for certain state and federal agencies to monitor the health care system, government programs, and compliance with civil rights laws.
- Lawsuits and Disputes- If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose health information about you in response to a subpoena.
- Law Enforcement- We may release health information if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons, as subject to all applicable legal requirements.
- Information Not Personally Identifiable- We may use or disclose health information about you in a way that does not personally identify you or reveal who you are.
- Research- If you were to sign a consent form to participate in a research study, we might use and disclose health information about you for research projects that are subject to the approval process specified in the consent form. This does not apply to you if you have not been asked to participate in a research study.

OTHER USES AND DISCLOSURES OF HEALTH INFORMATION: We will not obtain, use or disclose your health information for any purpose other than those identified in the previous sections without your specific and written authorization. If you give us authorization to use or disclose health information about you, you may revoke that authorization, in writing, at

any time. If you revoke your authorization, we will no longer obtain, use or disclose information about you for the reasons covered by your written authorization, but we cannot take back any uses or disclosures already made with your permission.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU: You have the following rights regarding health information we maintain about you:

- **Right to Inspect and Copy-** You have the right to inspect and copy your health information, such as clinical and billing records, that we keep and use to make decisions about your care.

Please submit a written request to Dr. Gallas in order to inspect and/or obtain a copy records of your health information. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other associated supplies.

We may deny your request to inspect and/or copy in certain limited circumstances, at which point you may ask that our denial be reviewed. If the law gives you a right to have our denial reviewed, we will select a licensed health care professional to review your request and our denial. The person conducting the review will not be the person who denied your request, and we will comply with the review outcome.

- **Right to Amend-** If you believe health information we have about you is incorrect or incomplete, you may ask to amend the information. You have the right to request an amendment as long as the information is kept by this office. Requests should be made in writing to Dr. Jeremy Gallas.

Your request may be denied for the following reasons:

- If it is not in writing
- If it does not include a reason to support the request
- If the request is to amend information that Dr. Gallas did not create
- If it is not part of the health information kept at the office of Dr. Gallas

- **Right to an Accounting of Disclosures-** You have the right to request an "accounting of disclosures." This is a list of the disclosures we made of clinical information about you for purposes other than treatment, payment, health care operations, and a limited number of special circumstances involving national security, correctional institutions and law enforcement. The list will also exclude any disclosures we have made based on your written authorization.

To obtain this list, you must submit your request in writing to Dr Gallas. It must state a time period, which may not be longer than five years. The first list requested within a 12-month period is free. There may be a charge for additional requests.

- **Right to Request Restrictions-** You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for it, like a family member or friend. We may comply with your request unless the information is needed to provide you with emergency treatment.

- Right to Request Confidential Communications- You have the right to request that we communicate with you about clinical matters in a specific manner, such as only at work or by mail.
- Right to a Paper Copy of This Notice- You have the right to a paper copy of this notice. You may ask for a copy of this notice at any time.

CHANGES TO THIS NOTICE: We reserve the right to revise this notice. The current notice will be posted in the office marked with its effective date.

COMPLAINTS: If you believe your privacy rights have been violated, you may file a complaint with any or all of the following agencies: 1) Dr. Jeremy Gallas, 2) State of Nevada Board of Psychological Examiners (775-688-1268), 3) Secretary of the Department of Health and Human Services, office for Civil Rights. *You will not be penalized for filing a complaint.*

If you have any questions about our privacy practices, please ask for clarification. If you require further clarification at any time please, let us know.

Jeremy Gallas, Psy.D.
Licensed Psychologist, PY0790

Informed Consent & Payment Information

We appreciate that you are entrusting us with your mental health needs and look forward to assisting you in achieving your mental health goals. This document will provide you with important information about the practice policies of Dr. Jeremy Gallas and his employees. It is important that you read these documents carefully so that you can make an informed decision with regard to our services. This document also represents an agreement between us. Please ask us any questions you may have.

Services Provided

Dr. Jeremy Gallas and his staff offer a variety of mental health services that include, but are not limited to, the following:

- Individual Psychotherapy
- Group Therapy
- Workshops
- Assessments
- Consultation
- Referrals for Alternate Healthcare Providers

Typically, the first sessions will involve a comprehensive assessment of your needs and goals. You and your therapist will decide which service(s) best matches your needs and create a treatment plan. It is important to provide accurate and complete information so that we can make the most appropriate recommendation for services for you. We encourage you to ask questions and talk openly with your therapist about any concerns, requests, or needs you may have. Your therapist is always willing to discuss your treatment with you and to look at alternatives that might work better. Although during the course of the therapy relationship, you may be disclosing vulnerable or personal information, the therapy relationship is professional in nature.

Planned contact outside of the therapeutic relationship of any kind is prohibited.

Benefits and Risks to Treatment

Counseling services may include both benefits and risks. Common benefits include improvement in symptoms, reduced distress, increased satisfaction in interpersonal relationships, greater awareness, and an improved sense of personal strength. Achieving such benefits requires an open and honest relationship with your therapist and active participation in the counseling process.

It is important to know that psychological services can produce some emotional discomfort and/or a temporary worsening of symptoms. This initial discomfort is common and generally subsides, however, any discomfort or worsening of symptoms should be brought to the attention of your treating therapist. Psychotherapy varies from person-to-person and unfortunately, there are no guarantees about how you will experience therapy or the therapeutic gains you will make. Remember, you always have the right to request changes in your treatment or refuse treatment at any time. Due to confidentiality concerns, audio and/or video recording of sessions is prohibited without first discussing this with your provider.

Billing and Payments

Fees vary by the service provided, however, the typical hourly fee is \$150.00. You are responsible for your balance. If you have coverage through a health insurance plan, we will bill them for you as a courtesy. If you have any questions about your coverage, please call your insurance company directly. You are responsible for any charges for which your insurance or other payment source does not pay within 60 days of receiving service. You are expected to provide payment or insurance co-pay at the time services are provided. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court.

No Surprises Act

“Surprise billing” is an unexpected balance bill. This can happen when you cannot control who is involved in your care like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Payment for care with Dr. Gallas is due at the time of service, and all services are performed by him. You will only pay your insurance deductible, copayment, or the private pay fee agreed upon at the start of treatment. There are no other hidden or unexpected fees for which you will be billed at a later time.

Cancellations & Late Arrivals

The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, we ask that you provide us with at least 24-hours notice. If you miss an appointment without cancelling or rescheduling within 24 hours of your appointment, there will be a \$50.00 fee due prior to scheduling your next appointment. Your insurance plan will not pay for missed or cancelled sessions. Exceptions for emergencies will be considered at the discretion of Dr. Gallas. If you no-show or cancel in less than 24 hours twice, your treatment will be

discontinued. If you are more than 15-minutes late for an appointment, your therapist may no longer be available to meet with you and you may need to reschedule your appointment.

Confidentiality

In general, all communication between a client and a mental health professional is confidential and is protected by law. We cannot and will not tell anyone else what you have told us, or even that you are in therapy with us, without your written permission (i.e., a Release of Information Form). There are a few exceptions to confidentiality. If confidentiality cannot be maintained due to one of the reasons listed below, we will make every effort to fully discuss it with you before taking any action:

1. If we believe that **a child, elderly person, or vulnerable person is being abused, exploited, or neglected**, we are required to file a report with the appropriate state agency to protect them from continued harm.
2. If we believe that **you are in imminent danger of harming yourself**, we may legally break confidentiality to seek hospitalization for you.
3. If we believe that **you will harm another person**, we are required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for you.
4. In some legal proceedings, a **judge may directly order our testimony**. It is important to know that Dr. Gallas does not provide therapy in order to support a legal case, and will not provide records or testify on your behalf in a court case.

Disability Evaluations and Forms

Disability evaluations are a specific form of assessment performed by a psychologist specializing in psychological evaluation for disability. Dr. Gallas is primarily a treatment-focused psychologist and this work is beyond the scope of his practice. Prospective clients applying for disability will be referred out for situations related to disability benefits to a psychologist who will be responsible for assessment and completing all related forms.

Professional Records

By the state of Nevada, psychologists are required to keep treatment records until a client turns 23 years old and for a minimum of 5 years. You have the right to request a copy of your records and your provider will discuss this request with you prior to releasing the records. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

Gifts

While Dr. Gallas and his staff appreciate clients wishing to express their gratitude, he is unable to accept gifts of any kind. Donations to organizations devoted to community wellness are a preferred way of showing appreciation for mental health.

Contacting Us

If we are unable to answer your call, we will make every effort to return your call within 24 hours, with the exception of weekends and holidays. Our email address is not a crisis resource and should only be used for scheduling or cancellations.

Emergency Procedures

Should an emergency or urgent situation arise and we are unavailable or it is after our normal business hours, please contact the following resources:

- Call 9-1-1 or go to the nearest emergency room for an emergency, OR
- Call Southern Nevada Adult Mental Health Services, Hotline: (702) 486-8020, Voice: 702-486-6400 *8-5p M-F (must NOT have insurance coverage)
 - 6161 West Charleston Blvd, Las Vegas, NV
 - 1785 E. Sahara Ave, Las Vegas, NV
 - Emergency After Hours Phone: 702-486-6408, OR
- Montevista Hospital, Crisis Intervention, (702) 364-1111, 5900 W. Rochelle Ave, 24/7 services, OR
- Spring Mountain Hospital, (702) 873-2400, 7000 Spring Mountain Rd., 24/7 services, OR
- National Suicide Prevention Lifeline, (800) 273-8255, OR
- Nevada Suicide Prevention Hotline, (877) 885-4673