



Notice of Privacy Practices, Informed Consent for Psychotherapy, Practice Policies, Release of Information, and Social Media Policy

HOPE PLUS COUNSELING LLC

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NOTICE OF PRIVACY PRACTICES, INFORMED CONSENT FOR PSYCHOTHERAPY, PRACTICE POLICIES, RELEASE OF INFORMATION, SOCIAL MEDIA POLICY, CESSATION OF THERAPEUTIC SERVICES POLICY

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW THE CLIENT(S) MAY ATTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. PLEDGE REGARDING HEALTH INFORMATION:

- **HOPE PLUS COUNSELING LLC (HPCLLC) understands that health information about the client(s) and provided health care is personal.**
- **HPCLLC is committed to protecting all personal health information.**
- **HPCLLC creates a record of the care and services received from all staff, clinicians, independent contractors, and consultants.**
- **HPCLLC needs this record to provide client(s) with quality care and to comply with legal requirements.**
- **This notice applies to all the records of applicable care generated by HPCLLC.**
- **This notice will inform client(s) about the ways in which personal health information may be used and/or disclosed.**
- **The rights of the client(s) accessing personal health information is described.**
- **HPCLLC is required by law to:**
 - **Ensure that protected health information (“PHI”) identifying the client(s) is kept private.**
 - **Provide the client(s) with this notice of legal duties and privacy practices with respect to personal health information.**
 - **Follow the terms of the notice that is currently in effect.**
 - **HPCLLC can change the terms of this Notice. Such changes will apply to all information possessed about the client(s). The new Notice will be available upon request.**



II. HOW PERSONAL HEALTH INFORMATION (PHI) MAY BE USED AND DISCLOSE:

- The following categories describe different ways that we use and disclose health information. For each category of uses or disclosures, an explanation and/or examples are given. Not every use or disclosure in a category will be listed. However, all known ways permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations:

- Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization, to carry out the health care provider's own treatment, payment or health care operations.
- Disclosure of protected health information for the treatment activities of any health care provider may be necessary. This too can be done without your written authorization.
 - For example, if a clinician were to consult with another licensed health care provider about your condition, permission to use and disclose your person health information, which is otherwise confidential, is necessary in order to assist the clinician in diagnosis and treatment of the possible mental health condition.
- Disclosures for treatment purposes are not limited to the minimum necessary standard.
 - Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes:

- If you are involved in a lawsuit, disclosure of health information in response to a court or administrative order may be necessary.
- Disclosure of health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, may be necessary, but only if efforts have been made to inform about the request or to obtain an order protecting the information requested.



III. CERTAIN USES AND DISCLOSURES REQUIRE AUTHORIZATION:

- **Psychotherapy Notes:** “Psychotherapy notes” as defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - For my use in treating you.
 - For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
 - For our use in defense of HPCLLC in legal proceedings instituted by a client.
 - For use by the Secretary of Health and Human Services to investigate compliance with HIPAA regulations.
 - Required by law and the use or disclosure is limited to the requirements of such law.
 - Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - Required by a coroner who is performing duties authorized by law.
 - Required to help avert a serious threat to the health and safety of others.
- **Marketing Purposes.** As a mental and behavioral health services provider, HPCLLC will not use or disclose your PHI for marketing purposes.
- **Sale of PHI.** As a mental and behavioral health services provider, HPCLLC will not sell your PHI in the regular course of my business.



IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION:

Subject to certain limitations in the law, HPCLLC can use and disclose your PHI without your Authorization for the following reasons:

- **When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.**
- **For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.**
- **For health oversight activities, including audits and investigations.**
- **For judicial and administrative proceedings, including responding to a court or administrative order, although the preference is to obtain client Authorization.**
- **For law enforcement purposes, including reporting crimes occurring on our premises.**
- **To coroners or medical examiners, when such individuals are performing duties authorized by law.**
- **For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.**
- **Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.**
- **For workers' compensation purposes. Although the preference is to obtain Authorization, disclosure of client PHI may take place to comply with workers' compensation laws.**
- **Appointment reminders and health related benefits or services. Your PHI may be used and disclosed for the purpose of reminding a client of an appointment with.**
- **Use and disclosure of PHI to inform about treatment alternatives, or other health care services or benefits may also be necessary.**



V. CERTAIN USES AND DISCLOSURES REQUIRE THE CLIENT TO HAVE THE OPPORTUNITY TO OBJECT:

- **Disclosures to family, friends, or others. we may provide PHI to a family member, friend, or other person that is indicated as involved in client care or the payment for client health care, unless an objection is communicated in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.**

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VI. PERSONAL HEALTH INFORMATION (PHI) – CLIENT RIGHTS:

- **The Right to Request Limits on Uses and Disclosures of PHI.**
 - Clients have the right to ask HPCLLC to use or disclose certain PHI for treatment, payment, or health care operational purposes. Agreement to the request is not required and may receive a negative response if it is believed that agreement may adversely affect your health care or is a violation of any applicable codes of ethics.
- **The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.**
 - The client has the right to request restrictions on disclosures of PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
- **The Right to Choose How PHI is Sent to the Client.**
 - The client has the right to ask HPCLLC to communicate in a specific way.
 - For example, home or office phone, send mail to a different address, etc.
- **The Right to See and Get Copies of PHI.**
 - Other than “psychotherapy notes,” the client has the right to request an electronic or paper copy of personal medical records and/or other information.
 - A copy of the record, or a summary (if you agree to receive a summary), will be provided within 30 days of receiving a written request
 - This action may have a reasonable monetary fee (depending on the request and extenuating circumstances).
- **The Right to Get a List of the Disclosures Made.**
 - The client has the right to request a list of any disclosure(s) of PHI for purposes other than treatment, payment, or health care operations, or for which Authorization was attained from the client.
 - The request for an accounting of disclosures will be provided within 60 days.
 - The list provided will include disclosures made in the last six years (unless the request specifies a time frame). ‘
 - The client may request this list one time per year at no charge.
 - If an additional request for a disclosure of PHI list occurs within a year of the initial request, a reasonable monetary fee is required.
- **The Right to Correct or Update Personal Health Information (PHI).**
 - If a mistake in PHI is suspected, or a piece of important information is missing from the PHI, the client has the right to request that the information be corrected/added.
 - HPCLLC reserves the right to deny this request, but will provide an explanation of a denial, in writing, within 60 days of receiving the request.
- **The Right to Get a Paper or Electronic Copy of this Notice.**
 - The client has the right to request a copy of this Notice in a paper or electronic format.

**EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on July 1, 2022.

ACKNOWLEDGEMENT OF RECEIPT OF PRIVACY NOTICE

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the client has certain rights regarding the use and disclosure of your protected health information.

By checking the box at the end of this Notice, you are acknowledging that you have received a copy of HIPPA Notice of Privacy Practices.

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INFORMED CONSENT FOR PSYCHOTHERAPY

General Information

CONTRACT & CONSENT

The client, or parent/guardian of the client, do voluntarily consent and authorize clinicians at HOPE PLUS COUNSELING LLC (HPCLLC) to administer psychotherapy. As such, there is the acknowledgement that the practice of psychotherapy is not an exact science, and no guarantees have been, nor can be, made regarding the result of treatment.

The client, or parent/guardian of the client, understand that HPCLLC practices under the ethical guidelines set forth by the states of Kentucky and Indiana, respectively, and the respective professional regulatory associations. The client, or parent/guardian of the client, further understand that HPCLLC will make appropriate referrals if there are needs that are unable to be addressed.

Insurance companies/3rd Party Payers may require a Coordination of Benefits (COB) form from the client, or parent/guardian of the client. If this requirement is unmet, the client, or parent/guardian of the client, is fully responsible for the total cost of the related sessions. As the client, or parent/guardian of the client, you understand and agree to the above fees and responsibilities and will immediately notify HPCLLC of any change in your insurance coverage.

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important to reach a clear understanding about how the relationship will work and what is expected. This consent will provide a clear framework for working together.

ACKNOWLEDGEMENT OF THE THERAPEUTIC CONTRACT & CONSENT

Please read and indicate that this information has been reviewed and agreed to by filling in the appropriate checkbox at the end of this document.

The Therapeutic Process:

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on the level of willingness to engage in this process, which may, at times, result in considerable mental, emotional, and possibly physical discomfort.

Remembering and discussing potentially unpleasant events, while potentially becoming aware of feelings attached to those events, can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures and HPCLLC cannot promise that your thought(s), feeling(s), behavior(s), nor circumstance(s) will change. HPCLLC can promise to support you and strive to understand you, your situation, potentially impactful repeating patterns, as well as to help clarify personal goals.

Confidentiality:

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests (in writing) to have all, or portions of, such content released to a specifically named person(s) and/or organization(s). Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts himself/herself in a way there is a substantial risk of incurring bodily harm.
2. If a client threatens bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client, or other named victim, is the perpetrator, observer of, or actual victim of physical, emotional, or sexual abuse of children under the age of 18 years and/or an elderly person.
4. Suspected neglect of the parties named in item #3.
5. If a court of law issues a legitimate subpoena for information stated on the subpoena.
6. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
7. Occasionally HPCLLC may need to consult with other professionals in their areas of expertise to provide the best treatment possible. Information about you may be shared in this context *without using your name*.
8. If the client(s) and therapist see each other outside of the therapeutic setting, the therapist will not acknowledge you first. The client's right to privacy and confidentiality is of the utmost importance, and HPCLLC does not wish to jeopardize the privacy of any client(s). However, if the client(s) choose to initiate acknowledgement of HPCLLC clinicians or staff, we will be more than happy to speak briefly with you. However, please keep in mind that it is inappropriate to engage in any lengthy discussions in public or outside of a therapeutic setting. If a chance meeting occurs, the meeting and conversational content will be reported in the client file.

9. If the client is a minor, the parents or legal guardians may be legally entitled to some information about therapy. HPCLLC clinicians will discuss which information is appropriate for them to receive and which issues are more appropriately kept confidential. In certain situations, HPCLLC may have to see proof of guardianship, custody, or court orders.

PRIVACY POLICY

- Your personal health information (PHI) is used for treatment and to arrange payment for services.
- You have the right to look at your PHI and have one free copy.
- You have the right to a complete copy of this Privacy Policy.
- If you believe your PHI is not accurate, you can request HPCLLC to make changes. This request must be made in writing and submitted to the office. You must specify the reasons you desire the changes to be made.
- If you believe your privacy rights have been violated, you have a right to file a complaint. The complaint can be filed with our office or with the Cabinet of Human Services. Complaints must be in writing.

MANDATORY RELEASE OF INFORMATION

You acknowledge that HPCLLC are obligated by law and professional regulations to report any information obtained regarding the following:

- Kentucky law (KRS 620) requires that a report be made when a child is abused or neglected. Both physical and sexual abuse must be reported. Any sexual activity involving a child and an adult is considered abuse, including:
 - Intimate touching, fondling, masturbation, or penetration
 - Exposure to pornography
 - Genital exposure, including via “sexting” or other use of technology
 - Sexual exploitation, including acts related to pornography and prostitution
 - Abuse or neglect by a person in any position of authority or special trust
 - Anytime a person 21 years old (or older) commits or allows an act of sexual abuse, sexual exploitation, or prostitution upon a child less than 16 years old, that have never been reported to the appropriate Indiana/Kentucky state agency.
- KRS 209 requires that current incidents of abuse upon a vulnerable adult that has never been reported to the appropriate state agency in Kentucky. A vulnerable adult is an adult with a mental or physical disability who is unable to manage their resources, carry out the activities of daily living, or protect themselves from neglect, exploitation, or a hazardous or abusive situation without assistance from others, and who may be in need of protective services, must report this to the Cabinet for Health and Family Services.
- KRS 209A law requires healthcare and mental healthcare professionals to provide educational material to victims of domestic and dating violence with whom they have had a professional interaction. This law also requires these same professionals to make a report to police IF requested to by the victim and to report to police if they believe that the death of a victim may be related to domestic or dating violence.
- KRS 202A law requires physician, psychiatrist, and mental health professionals as defined, by KRS 319, KRS 314, KRS 335.100, KRS 335.080, KRS 335.300, KRS 335.399, KRS 335.500, KRS 335.599, KRS309.130, KRS 335.600, KRS 335.699 to report/warn law enforcement of any specific threats to cause physical harm to any identified individual(s), where there is a plan, available means/methods and the client refuses to take appropriate actions to not follow through with the threat. In the case of suicidal behavior, the next of kin will be notified and a mental inquest warrant may be issued. In the case of homicidal behavior notification of law enforcement and the intended victim(s) will also occur.
- Any breach of a court order, specifically a restraining order, no-contact order, or protective order, must be reported to the courts.
- Failure to cooperate with treatment plans ordered by the court, probation, parole, or Adult/Child Protective Services.



PRACTICE POLICIES:

FINANCIAL, LEGAL, and INSURANCE:

THERAPEUTIC SESSION FEES:

Couples Counseling: \$80 per 50-minute session
 \$100 per 80-minute session

Group Counseling: \$25-\$50 per 50-minute session
 (Dependent on group type/size)

Individual Counseling: \$70 per 50-minute session
 \$90 per 80-minute session

TESTING/ASSESSMENT TOOLS:

- Testing fees are dependent upon the instrument selected for assessment.
- Fees for testing includes any applicable scoring and report-writing time.

PAYMENT POLICIES:

- Full fee payments, co-pays and deductibles are due *prior* to each session.
- If insurance is used, the fees are based on the contracted rate between the insurance company and HPCLLC.
- All co-pay and deductible amounts are informed estimates until an Explanation of Benefits (EOB) is received from the insurance company.
- In hardship, payments (not session rates) may be negotiated.
- There is a professional fee applied (\$80 per hour or prorated at \$20 in 15-minute increments) for reports, letters, or emails reviewed or written on your behalf to other providers, agencies, or organizations. There is no fee for the initial or follow up letters to your primary care provider around your participation in therapy or coordination of medical management issues.
- *Please note, insurance does not cover report or letter writing fees.*
- *All charges not covered by insurance are and remain your responsibility.*
- HPCLLC will make every effort to obtain authorization from Third-Party Payers. However, the CLIENT is ultimately responsible to obtain authorizations & referrals required by their own Third-Party Payers in order to receive services.
- HMO plans always require referral from your Primary Care Provider.
- Employee Assistance Plans (EAP) always require that written authorization is provided to receive services. Failure to do so makes you responsible for the full fee.
- Returned checks incur a \$50 fee in addition to the amount of the check and bank fees. In the case of a returned check, full payment must be made by cash, money order, or cashier's check. An interest charge of 2% per month will be applied on any outstanding balance owed over 30 days.

MISSED/CANCELED/RESCHEDULED/LATE ARRIVAL APPOINTMENTS:

- A fee of \$25 is charged for missed appointments, cancellations, or rescheduling. In the case of a documented emergency (within 36 hours of the missed appointment), a credit is provided.
- You must give notice by leaving a message on voicemail, speaking directly with the therapist, OR submitting a cancellation request online with at least 24-hours notice.
- Arriving late for an appointment shall not interfere with client appointments scheduled after you. If you are late, your session may need to be shortened and you will be charged the full amount of the scheduled time; you may also be charged a late fee.

COURT LITIGATION:

- Probation, disability, and court paperwork are your personal responsibility and are billed at \$320.00/hour (\$80.00 per 15-minute increments). Court appearances are billed at \$500/hour and must include travel and wait times. Increments are hourly. Court appearance cancellations with less than 48 hours-notice require payment for the court and travel time scheduled at a rate of \$250/hour. These fees are not covered by insurance. Mental health financial services may be available for clients who qualify.
- The role of the therapist in litigation is not to make recommendations for the court or to testify concerning opinions on issues involved in the litigation.
- You agree to call any clinician associated with HOPE PLUS COUNSELING LLC, as a witness in any litigation ONLY upon prepayment.

REPORT, LETTER, OR EMAIL WRITING FEES:

- There will be a professional fee applied (\$80 per hour or prorated at \$20 in 15-minute increments) for reports, letters, or emails reviewed or written on your behalf to other providers, agencies, or organizations.
- This includes (but is not limited to) litigation documents, parole documents, disability documents, CPS, Emotional Support Animal evaluation, and any other similar evaluations, letters, and/or services.
- There is no fee for the initial or follow up letters to your primary care provider around your participation in therapy or coordination of medical management issues. Please note, insurance does not cover report or letter writing fees.
- These fees are not covered by insurance. Mental health financial services may be available for clients who qualify.



GENERAL FINANCIAL INFORMATION

- The billing office works with clients to set up payments if necessary. Accounts are sent to a collection agency only when payment cannot be arranged. *You agree for the release of any information necessary to obtain payment.*
- A properly signed and executed contract for services explaining all costs and financial policies, including credit/debit card information and authorization is required at your initial appointment to continue receiving services.

CARD AUTHORIZATION

- *(MC/V/AMEX/DSC, Debit, Health Savings Account, etc.)*
- In order to keep services consistent and business procedures simple and straightforward, the client is strongly urged to agree to the Credit/Debit Card Authorization. Doing so simplifies payment of co-pays, deductibles, and no-show/late cancellation fees.

RELEASE OF INSURANCE AND ASSIGNMENT

- You authorize the release of any information necessary to process your insurance claims and to document treatment.
- You authorize and request payment of benefits directly to HOPE PLUS COUNSELING LLC or its representatives. You agree that this authorization will cover all services rendered by HOPE PLUS COUNSELING LLC
- You further agree that a copy of your authorization and signature may be used in lieu of the original.
- You acknowledge being responsible for all remaining non-covered fees such as co-pays and deductibles and any other non-contracted services that HPCLLC may provide.
- Non-covered fees must be paid before any service is provided.

This Agreement states that your insurance company may limit the number of sessions for which they will pay.

- Your insurance company contracts with us for discounts off our standard fees. You remain responsible for all remaining non-covered fees.

RELEASE OF INFORMATION

- The client understands the Release of Information (ROI) is a legal requirement to be seen at HPCLLC.
- The ROI allows the clinician to contact/consult with others, if necessary.
- Many 3rd-party payers require that the clinician contact your primary care provider, psychiatrist, or referring practitioner – unless the client “opts-out”.
- The ROI must be signed.

USE OF MENTAL HEALTH BENEFITS:

- The client understands that if mental health benefits are used, the insurance agreements require the therapist to provide a mental health diagnosis.
- This diagnosis becomes part of the client’s permanent medical record.
- Additional clinical information sometimes requires additional information such as a treatment plan or a copy of the entire record. This information becomes part of the insurance company files. All insurance companies claim to keep such information confidential, but once it is in their hands, HPCLLC, its employees, contractors, staff, and clinicians have no control over what they do with that information.
- Please remember that the client always has a choice to bypass the insurance altogether and pay a negotiated fee out of pocket.

SOCIAL MEDIA AND TECHNOLOGICALLY BASED COMMUNICATION:

- Due to the importance of client confidentiality and the importance of minimizing dual relationships, all staff associated with HOPE PLUS Counseling, LLC do not accept friend or contact requests from current or former clients on any personal social networking site accounts (Facebook, LinkedIn, Twitter, Instagram, etc).
- HPCLLC does maintain corporate social media accounts and existing and former clients, as well as the general public are free to submit friend requests, join specific groups controlled by HPCLLC, or follow the pages, blogs, etc., with the understanding that doing so may compromise client confidentiality with regard to services at HPCLLC.
- As new technology develops and the Internet changes, there may be times when our company needs to update this policy. When such updates occur, HPCLLC will notify you in writing of any policy changes and make sure you have a copy of the updated policy.
- HPCLLC believes having clients as Facebook (or other social media) “Fans” or “Followers” creates a greater likelihood of compromised client confidentiality and believes it is best to be explicit to all who may view a list of “Fans” or “Followers” to know that it may include client names on such list who have made that choice after acknowledging full disclosure of the potential confidentiality risks associated with the choice to “Fan” or “Follow” social media accounts associated with HPCLLC.
- Note that one should be able to “subscribe” to a page via RSS without becoming a “Fan” or “Follower”, thus avoiding a possibly visible connection the social media account(s) of HPCLLC.
- Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, LinkedIn, etc. to attempt to communicate with HPCLLC staff or therapists. These sites are not secure, and these messages may not be read in a timely fashion.
- Do not use Wall postings, @replies, or other means of engaging with HPCLLC staff and therapists in any public online platform. Especially if there is an already established client/therapist relationship. Engaging in this way could compromise client confidentiality. It may also create the possibility that these exchanges become a part of the legal medical record and will need to be documented and archived in the clinical records.

SOCIAL MEDIA AND TECHNOLOGICALLY BASED COMMUNICATION (cont):

- **Use of Search Engines** It is NOT a regular part of HPCLLC's practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If there is reason to suspect that you are in danger and you have not been in touch with your therapist via usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if such action is necessary, it will be fully documented and discussed with you at your next appointment.
- HPCLLC staff and clinicians do not follow current, nor former, clients on Google Reader and do not use Google Reader to share articles. If there are things the client would like to share with a therapist that is deemed relevant to treatment, it is encouraged to bring these items of interest to the next session.
- HPCLLC may be found on business review sites such as Yelp, Healthgrades, Yahoo Local, Bing, etc. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find our listing on any of these sites, please know that our listing does NOT request a testimonial, rating, or endorsement from client(s). Of course, clients have a right to express opinions on any site desired. But it is strongly recommended to take client privacy and confidentiality seriously.
- If location-based services are enabled on a mobile device, please be aware of the privacy issues related to using these services. HPCLLC is not enabled as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if the GPS tracking is enabled on a device, it will show the location of the device as being at the address of the counseling office. Please be aware of this risk if you are intentionally "checking in", from the HPCLLC office, or if you have a passive LBS app enabled on the mobile device.
- **EMAIL:** HPCLLC prefers using email only to arrange or modify appointments. Please do not email content related to therapy sessions, as email is not completely secure nor confidential. All emails are retained in the logs of the Internet service providers. While it is unlikely that someone will be look at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. Also know that any emails received, and any responses sent, become a part of a client's legal record.



- If there are any questions or concerns about any of these policies and procedures, or regarding any potential interactions on the Internet, please do not hesitate to communicate them.

TELEPHONE ACCESSIBILITY

- If there is a need to contact HPCLLC, its staff, clinicians, contractors, or management between sessions, please leave a message on voice mail or send an email.
- There will be an attempt to return your contact within 24 hours.
- Please note that Face-to-face sessions are highly preferable to telehealth sessions. However, in the event that you are out of town, sick or need additional support, telehealth sessions may be available.
- If a true emergency situation arises, please call 911 or any local emergency room.

GENERAL ELECTRONIC COMMUNICATION

- HPCLLC cannot ensure the confidentiality of any form of communication through electronic media, including text messages.
- If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, HPCLLC staff and clinicians may do so, but cannot guarantee immediate response.
- It is requested that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

TELEHEALTH SERVICES

For purposes of this section, "telehealth" means the use of interactive audio, video, or other electronic media to deliver health care. It includes the use of electronic media for diagnosis, consultation, treatment, transfer of health or medical data, and continuing education under the KRS 335.380(3).

If you and your therapist chose to use information technology for some, or all, of your treatment, you need to understand that:

1. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
2. All existing confidentiality protections are equally applicable.
3. Your access to all medical information transmitted during a telehealth session of any of your identifiable images or information from the telehealth interaction to researchers or other entities shall not occur without your consent.
4. There are potential risks, consequences, and benefits of telehealth.
5. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.
6. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences.
7. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression.
8. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

CESSATION OF THERAPEUTIC SERVICES:

- It is the sincere hope of HPCLLC that any cessation of therapeutic services is the result of attaining desired results, skill acquisition, and achievement of goals. In such cases, if desired by the client(s), an appropriate letter ending therapy will be provided which will summarize client progress and results.

Other reasons for cessation of therapeutic services may include (but are not limited to):

- Client(s) missing three consecutive appointments without communicating with the therapist.
- Client(s) voluntarily opting out of therapeutic services for personal reasons.
- Client(s) and/or the therapist determining the therapeutic relationship is not effective.
- Client(s) chronically rescheduling due to personal conflicts, sickness, etc.
- Client(s) failure to adhere to the agreed upon therapeutic contract(s).

Should cessation of therapeutic services be desired and/or warranted:

- HPCLLC will not cease therapeutic services without first attempting to discuss and explore reasons and factors involved with the cessation of therapeutic services.
- HPCLLC will provide the client(s) with at least three (3) referrals to other qualified therapists.
- HPCLLC is authorized by the client(s) to release any information necessary to process any insurance claims and to document treatment.
- HPCLLC is authorized by the client(s) to receive direct payments of benefits for all services rendered.
- HPCLLC is authorized to use a copy of the client(s) signature(s) in lieu of the original in order to complete all necessary tasks involved with the cessation of therapeutic services.
- The client(s) acknowledge responsibility for all remaining non-covered fees.



BY CLICKING ON THE CHECKBOXES BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREED TO THE ITEMS CONTAINED IN THIS DOCUMENT.

☐

ACKNOWLEDGEMENT OF RECEIPT OF PRIVACY NOTICE (PP 1-7)

☐

ACKNOWLEDGEMENT OF THE THERAPEUTIC CONTRACT, CONFIDENTIALITY, & CONSENT (PP 8-11)

☐

ACKNOWLEDGEMENT OF THE RECEIPT OF FINANCIAL, LEGAL, & INSURANCE POLICIES (PP 12-15)

☐

ACKNOWLEDGEMENT OF THE RECEIPT OF SOCIAL MEDIA, TECHNOLOGICALLY BASED COMMUNICATIONS, TELEPHONE, AND GENERAL ELECTRONIC COMMUNICATIONS INFORMATION (PP 16-18)

☐

ACKNOWLEDGEMENT OF THE TELEHEALTH POLICIES (P 19)

☐

ACKNOWLEDGMENT OF THE CESSATION OF THERAPEUTIC SERVICES POLICY (P 20)

PRINT FULL NAME

SIGNATURE

DATE