

# Therapeutic Policies

*All Mindful Me Therapy policies will be provided in detail prior to the first session and will require signature consent of understanding in order to begin services.*

## APPOINTMENTS AND CANCELLATIONS

Please remember to cancel or reschedule at least 48 hours in advance. You will be responsible for the \$50 fee if cancellation is less than 48 hours. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time. If you fail to make it to your scheduled appointment time without communication to the therapist, you will be charged a \$75 fee. Two "no show" appointments will result in termination of services. A \$10.00 service charge will be charged for any checks returned for any reason for special handling. The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

*These policies ensures that I can provide the time and care that each of my clients deserve. Your appointment time is especially reserved for you. Late cancelations do not allow me to fill appointment times for those who are on my waiting list. Time is valuable. Please communicate with me if you have any concerns or questions regarding this policy.*

## TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voicemail at (954)-408-4026. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that telehealth face-to-face sessions are highly preferable to phone sessions. However, in the event that you are away, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

## SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not communicate with my clients on on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

## ELECTRONIC COMMUNICATION

I 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, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

## **MINORS**

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

## **TERMINATION**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

## **CONSENT TO USE THE TELEHEALTH BY SIMPLEPRACTICE SERVICE**

Telehealth by SimplePractice is the technology service we will use to conduct telehealth video conferencing appointments. It is simple to use and there are no passwords required to log in. By agreeing to receive therapy with Mindfully Me,

I acknowledge:

1. That in the case my provider recognizes that myself or others are at risk the appropriate authorities will be contacted. Which may include a psychiatric assessment.
2. Telehealth by SimplePractice is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
3. To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

## **NOTICE OF PRIVACY PRACTICES**

*This notice describes how health information may be used and disclosed and how you can get access to this information.*

I understand that health information about my clients and their health care is personal. I am committed to protecting health information about my clients. I create a record of the care and services clients receive from me. I need this record to provide quality care and to comply with certain legal requirements. This notice applies to all of the records of care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information. I also describe client rights to the health information I keep, and describe certain obligations I have regarding the use and disclosure of client health information.

I am required by law to:

- Make sure that protected health information (“PHI”) that identifies clients is kept private.
- Give clients this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about clients. The new Notice will be available upon request, in my office, and on my website.

## **HOW I MAY DISCLOSE HEALTH INFORMATION ABOUT YOU:**

The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am 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. I may also disclose your protected health information for the treatment activities of any health care provider. 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, we would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your 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. While under supervision, I am obligated to share with my clinical supervisor.
- *Lawsuits and Disputes:* If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

## **CERTAIN DISCLOSURES THAT REQUIRE YOUR AUTHORIZATION:**

- Psychotherapy Notes (Rule 64B4-9.002, F.A.C.). I do keep “psychotherapy notes” and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
  - 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 my use in defending myself in legal proceedings instituted by you
  - For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
  - 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.
- For my use in treating clients.
- Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
- Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

## **CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION.**

Subject to certain limitations in the law, I 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 my preference is to obtain an Authorization from you before doing so.
- For law enforcement purposes, including reporting crimes occurring on my 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 my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
- I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

## **CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.**

- Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

## **YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:**

- The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say “no” if I believe it would affect your health care.
- The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your 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 I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
- The Right to See and Get Copies of Your PHI. Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.
- The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
- The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
- The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a copy of this Notice.
- Acknowledgement of Receipt of Privacy Notice
- Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information.