

FOLX & FRIENDS

COUNSELING

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PRACTICE POLICIES

GENERAL INFORMATION:

Folx and Friends Counseling LLC is a privately owned and operated business, that strives to offer quality and affordable technology-enabled and in-person mental health services. We believe strongly that the foundation for quality therapy, is the therapeutic relationship between the therapist and client. Our goal is to ensure that the time that you spend in therapy is truly your time, feels beneficial for you, and something that you see as a benefit. This Agreement describes Folx and Friends Counseling services and clinical programs. It is important for you to read this document and discuss any questions you might have with us. If you agree to these terms, we will assume that you have read, understood, and agree to its contents. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these terms, at any time. It is your responsibility to check these terms periodically for changes.

OUR SERVICES AND TECHNOLOGY:

When you or your child becomes a client of Folx and Friends Counseling, you will be given access to the mobile or desktop application of SimplePractice. SimplePractice is a electronic health record and technology platform that Folx and Friends Counseling contracts with to provide safe and secure delivery of telehealth services, billing, and therapeutic documentation. The SimplePractice client portal provides personalized content and interactive resources for you, simple tools for scheduling appointments, contacting your therapist, and billing, serves as your hub of information including medical records. You may use the SimplePractice client portal so long as you are over

the age of 18 or other legal age of consent and meet any additional criteria under applicable state law, and/or have the necessary capacity or authority to enter binding agreements like this through a consenting parent or legal guardian, as explained below. If you access or use the SimplePractice client portal, it will mean you read, understood and expressly agree to these Terms and that you will use the services only in accordance with the terms and conditions herein and all other applicable agreements, information, services, materials and other content provided by or through Folx and Friends Counseling. Your continued use of the SimplePractice client portal following the posting of changes will mean that you accept and agree to the changes.

IMPORTANT INFORMATION FOR ALL PARENTS/GUARDIANS/CARETAKERS:

Your participation is important, and is often essential to the success of the treatment. This section is intended to inform you about the risks, rights and responsibilities of your participation as a collateral participant. Your agreement and signature, below, indicates your understanding of your role as a collateral and the limitations therein. If you have any questions or concerns about what it means to be a collateral, and especially if you have questions or concerns about information that may be shared with another parent, it is critical that you discuss these questions/concerns with your clinician.

WHO AND WHAT IS COLLATERAL?

- A collateral is usually a parent or caretaker who participates in therapy to assist the child. The collateral is not considered to be a patient and is not the subject of the treatment. In addition to the mental health clinician's primary responsibility being to the patient with respect to treatment, they also have certain legal and ethical responsibilities to patients, and the privacy of that relationship is given legal protection. That privacy protection does not apply to collaterals.
- The role of collaterals in therapy
- The role of a collateral can vary greatly. For example, a collateral might attend only one appointment, either alone or with the patient, to provide information to the clinician and never attend another appointment. In another case a collateral might attend all of the patient's therapy appointments and their relationship with the patient may be a focus of the treatment. Your child's clinician will discuss your specific role in the treatment at your first meeting and at other appropriate times

BENEFITS & RISKS

- Mental health treatment can engender intense emotional experiences, and your participation in your child's treatment may also cause strong anxiety or emotional distress. It may also expose or create tension in your relationship with your child. While your participation can result in better understanding of your child or an

improved relationship, or may even help in your own growth and development, there is no guarantee that this will be the case. If you are participating in your child's treatment, you should expect the clinician to request that you examine your own attitudes and behaviors to determine if you can make positive changes that will be of benefit to your child.

PROFESSIONAL RECORDS

- No separate medical record or chart will be maintained on you in your role as a collateral. However, your demographic information will be maintained as part of your child's record, and information you provide may be entered into your child's chart, if appropriate. Your child and other adults with a right of access to health records may have a right to access the chart and the material contained therein, which may include information and communications you have provided. Other adults with a right of access to the chart / record may also have access to the information / communications you provide. There will not be a diagnosis assigned to you in your role as a collateral and there is no individualized treatment plan for you

CONFIDENTIALITY

- The confidentiality of information in your child's chart, including the information that you provide, is protected by both federal and state law. However, as a collateral you are not the patient, but rather you are assisting in the clinical care of a child and are not directly receiving treatment yourself. Clinicians specializing in the treatment of children have long recognized the need to treat children in the context of their family. In treatment involving children and their parents, access to information is an important and sometimes contentious topic. Particularly for older children, trust and privacy are crucial to treatment success. But parents also need to know certain information about the treatment. For this reason, your child's clinician may elect to discuss what information will be shared and what information will remain private, in accordance with applicable state law.

SCHEDULING & ATTENDANCE:

Please remember to cancel or reschedule 24 hours in advance. You may be responsible for a cancellation fee of \$50 if cancellation is same day, with notice by Folx and Friends Counseling L.L.C. If you are unable to attend your session, proactive efforts to communicate with your provider is important.

MISSED APPOINTMENTS & SAME DAY CANCELLATIONS

Individuals who do not show for their appointment and make no efforts to communicate or reschedule will be charged \$75 within 24 to 48 hours.

The standard meeting time for psychotherapy is 53 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 53-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

Same day cancellations are subject to a \$50 charge, with notice by Folx and Friends Counseling L.L.C. We recognize changes or unexpected events can occur, we are committed to flexibility. Individuals who are proactive in communicating with their therapist to cancel or reschedule their appointment can have this fee waived. Individuals building a habit of cancellations are subject to this \$50 same-day cancellation. Prior to this charge, your therapist will communicate this with you.

This is necessary because a time commitment is made to you and is held exclusively for you.

Your clinician will wait 15 minutes for you to arrive for session in person or via teletherapy. After 15 minutes your session is considered missed and the missed appointment fee applies. If you arrive within the 15 minute grace period your session will still end at the regularly scheduled time.

PAYMENT AND BILLING

Payment is due after each appointment, and Folx and Friends Counseling will charge your card or bank account for the patient responsibility. Your or, as applicable, your child's insurance may cover some or all of our services. If you have to pay a deductible, copayment or coinsurance for your or your child's health care, the usual cost-sharing rules will apply.

By providing us with your credit card information, you are authorizing us to charge your credit card for agreed upon purchases and save your credit card information for future transactions on your account. You agree that all people or companies (third parties) who pay any part of your Folx and Friends Counseling bill shall pay these amounts directly to the Folx and Friends Counseling. You understand that you must pay the Folx and Friends Counseling any costs not paid by your insurance or other third parties, unless state or federal regulations do not allow this.

TELEPHONE ACCESSIBILITY

If you need to contact your therapist between sessions, please leave a message on our voice mail. We are often not immediately available; however, will attempt to return your call within 24 hours. Please note that Face- to-face (either in person or via teletherapy) sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911, present yourself to any local emergency room, or calling 988 (mental health crisis and suicide lifeline).

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, our clinicians do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We 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/TELE THERAPY

We cannot ensure the confidentiality of any form of communication through electronic media, including text messages, except for communication done through the SimplePractice client portal. The SimplePractice client portal is the preferred method of communication between you and your clinician at Folx and Friends Counseling.

If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, let us know. While we may try to return messages in a timely manner, we 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.

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 health information transmitted during a teletherapy consultation is guaranteed, and copies of this information are available for a reasonable fee.

4. Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
5. There are potential risks, consequences, and benefits of telemedicine. 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 cost.

Folx and Friends Counseling utilizes SimplePractice as the information technology platform to deliver teletherapy services. It is critical when engaging in these services that you can commit to the following:

- Accessing your appointment with a video capable device. It is important to the therapeutic process that whenever possible the therapist is able to see the client for proper assessment and connection.
- Accessing your appointment in a safe space, free from distractions. Teletherapy is very convenient, but it should not be done in public spaces or while engaging in other activities (ie. grocery shopping). Please ensure that you are in a safe, private space where you can be fully engaged in your session. We understand that while at home kids or pets may be exceptional/occasional disruptions, but this should not be a consistent issue.

TERMINATION/TRANSFER OF SERVICES

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.

It is always recommended that you consistently communicate with your clinician how sessions are going and if you feel like you may need to discontinue therapy or would like a referral elsewhere. Though it can feel awkward, having honest conversation if you feel you would like to terminate therapy is important so that we can appropriately end services and can ensure that you are safe and have the supports you need.

A clinician at Folx and Friends Counseling may terminate or transfer treatment after appropriate discussion with you and a termination process if it is determined that the psychotherapy is not being effectively used, you require treatment beyond the scope/expertise of the rendering provider, or if you are in default on payment.

We 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, we will provide you with contact information 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 four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued.

NOTICE OF PRIVACY PRACTICES

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

I. MY PLEDGE REGARDING HEALTH INFORMATION:

I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your 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 about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you 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 you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND 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.

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.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. Psychotherapy Notes. I do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - a. For my use in treating you.
 - b. 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.
 - c. For my use in defending myself in legal proceedings instituted by you.
 - d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
 - e. Required by law and the use or disclosure is limited to the requirements of such law.

- f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - g. Required by a coroner who is performing duties authorized by law.
 - h. Required to help avert a serious threat to the health and safety of others.
2. Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
3. Sale of PHI. As a psychotherapist, I 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, I can use and disclose your PHI without your Authorization for the following reasons:

1. 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.
2. 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.
3. For health oversight activities, including audits and investigations.
4. 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.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. 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.
8. 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.
9. 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.
10. Appointment reminders and health related benefits or services. 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.

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

1. 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.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

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.