

Elizabeth F Hatzispiros Counseling Services, PLLC

NOTICE OF PRIVACY PRACTICES AND POLICIES

PUBLIC INTERACTION POLICY: While our sessions might be very intimate psychologically, it is important for you to understand that we have a professional relationship rather than a social relationship. Our contact, other than chance meetings, will be limited to appointments you arrange with me. I will not attend your social gatherings, accept gifts from you, or relate to you in any other way than in the professional context of our counseling sessions. You will be best served if our relationship remains professional and our sessions focus exclusively on your concerns. While you might learn some things about me as we work together, it is important for you to remember that you are experiencing my professional role. If we are to see each other outside of the office, I will refrain from greetings of any kind to ensure your confidentiality is kept.

CONFIDENTIALITY FOR MINORS POLICY: In working with child clients, age-appropriate privacy is essential to the therapeutic relationship. I do honor what the child does or says in our sessions as confidential while providing parents and/or legal guardians with summaries, review of treatment goals, and progress, as well as recommendation.

WORKING WITH MINORS IN CASE OF DIVORCE/SEPARATION POLICY: As the legal guardian of a minor, if you are separated or divorced (or in any other situation requiring court documents showing guardianship or legal custody), you are required to provide your child's therapist with a copy of your most recent custody decree, order or agreement that establishes custodial rights of you and the other parent at your first counseling session and you will be required to sign an authorized release of information allowing your therapist to release information to any other legal guardian/custodian of the minor child. Prior to treatment commencing for the minor child, both parents, if legal custodians, must consent to treatment of the minor child.

TESTIFYING IN COURT POLICY: The general goal of the therapeutic process is to keep confidential all information shared in counseling sessions. However, court proceedings may require a full or partial disclosure of confidential and intimate matters. Therefore, the Client (and Legal Guardian) agrees that should there be legal proceedings, neither you nor your attorney(ies), nor anyone else acting on your behalf will subpoena our therapists to testify in court or at any proceeding, nor will a disclosure of the psychotherapy records be requested. However, should we receive a court order or a court-issued subpoena to a court proceeding of any kind, you agree to pay your therapist's professional court rate of \$300 (hourly fee) and all additional expenses incurred by your therapist with regard to your legal matter (including legal counsel used at their discretion). The professional court rate will be allocated

at their discretion to professional services related to your legal matter (including but not limited to my preparation, travel time, paperwork, consultations, and all time in Court by your therapist).

CANCELLATION/NO SHOW POLICY: To reschedule or cancel an appointment, you agree to contact me at least 24-hours prior to your appointment. Sessions that are not rescheduled or cancelled 24-hours prior to the scheduled appointment time will be billed a no-show fee of \$90 (this excludes contagious illnesses, medical emergencies, death in the family, and inclement weather). Sessions are considered missed or a no-show if no contact has been received by therapist within the first 15 minutes of the scheduled session. In the event that three consecutive sessions are missed, the therapeutic contract will be terminated. We cannot bill your insurance carrier the cancellation fee, as a result, you are responsible for payment.

LATE PICKUP POLICY: I understand that EFH Counseling Services, PLLC is committed to maintaining punctual appointment times for all clients and that children will not be left unattended in the waiting area for their safety. I understand that I may be charged a \$25 late pickup fee if I am five or more minutes late picking up my child from a counseling session.

TELE-HEALTH AND YOUR CONFIDENTIALITY: In this age of electronic communication, we are required to be very clear with our clients as to the nature of the risk and benefits of "tele-health." Any time you and we communicate in a way that cannot be guaranteed as secure in maintaining your confidentiality, there is a risk involved. There are limits to your confidentiality when participating in any form of "telehealth."

Telehealth is defined by the U.S. Department of Health and Human Services as:

The use of electronic information and telecommunications technologies to support distance clinical health care, patient and professional health-related education, public health and health administration. Technologies include videoconferencing, the internet, store-and-forward imaging, streaming media, and terrestrial and wireless communications.

In order to make every effort to keep secure the confidentiality of your Private Health Information please note the following policies:

ACCESSABILITY OF THERAPIST POLICY: If you need to contact me between sessions, please email or leave a voicemail. I am often not immediately available; however, I will attempt to return your call within 48 hours. Please note that Face- to-face sessions are highly preferable to phone sessions. If a true emergency situation arises, please call 911 or any local emergency room. You may also contact the National Suicide Prevention Hotline: 1-800-273-8255.

EMAIL POLICY: Electronic Mail is not secure, may not be read every day, and should not be used for urgent or sensitive issues regarding you Individual Private Health Information. Use of email should be for scheduling and payment issues only whenever possible. You may email us about anything you wish but please understand that by doing so you are accepting the risk and limit of your confidentiality by using email. I refrain from responding to emails, if I believe your question would be better answered in a session, we can schedule one. Every attempt will be made to return your email within 48 hours during the regular work week. If it is a weekend, holiday, or my personal time off, I will respond to your email when I return to the office.

TEXTING POLICY: Texting ideally should be used for brief notification regarding scheduling or notification of running late for appointments. If you choose to use texting to communicate sensitive information you do so with full knowledge and acceptance that this is a risk and limit of your confidentiality. I do not participate in therapeutic discussions with clients via text messages.

TELEPHONE ACCESSIBILITY: Cell phone communication cannot be guaranteed as a confidential form of communication. The only method HIPAA acknowledges as a secure way to have a phone conversation is when both parties are talking on a land-line phone that is hardwired from hand-set to wall. In this day and age, we would all be hard pressed to find a way to have that kind of phone conversation. We do utilize cell and Google-Voice phone technology as most of our clients do. We make every effort to ensure our phone conversations are held confidential within our ability to do so. When we have a conversation via cell phone you are acknowledging and accepting the risk and limits of your confidentiality. If you do not wish to take this risk, we advise you only use phone communication to schedule an in-person appointment to discuss sensitive information as part of your Private Health Information.

VOICEMAIL POLICY: Per the above policy with regard to cell phone use, please be informed that our voicemail systems are housed on cellular and internet basis and cannot be guaranteed confidential although we take every measure to protect your confidentiality. It is advised that you not leave sensitive information on voicemail, rather utilize voicemail to request a return call and/or to schedule an in-person appointment. Voicemail is password protected and secure to the best of our ability. When away from the office for vacation or business travel and unable to access voicemail and/or email, your therapist will notify you in advance and will designate a professional counselor colleague to be on call in case of urgent and emergency issues.

SOCIAL MEDIA POLICY: Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients 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.

SUPERVISION AND PEER CONSULTATION POLICY: As professional counselors we often need to consult with a professional supervision and/or professional peer on the services we are providing you in order to ensure you are receiving the best services possible. This may include details of your case and may mean that this information is shared via cell phone conversations. All professional peers and supervisors are bound by the same legal and ethical rules of confidentiality. We do not disclose your name or any identifying information unless it is a case of imminent emergency and/or involves Department of Social Services.

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.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE NOTICE OF PRIVACY PRACTICES DESCRIBED ABOVE.

Client Name *Print*: _____ Date: _____

Legal Guardian *Print* (if minor): _____ Date: _____

Client/Legal Guardian *Signature*: _____ Date: _____

Liz Hatzispiros, MA, LCMHC, NCC: _____ Date: _____