



GRACE THERAPY SERVICES, MAIN NUMBER: (505) 554-1283

INFORMED CONSENT FOR PSYCHOTHERAPY, NOTICE OF PRIVACY PRACTICES,
HIPAA, CLINICAL POLICIES AND TELEHEALTH CONSENT

INFORMED CONSENT FOR PSYCHOTHERAPY

General Information 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 for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the 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 your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

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/persons. 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 him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave 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.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. 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.
8. Additional, rare instances where disclosure is allowed or required by law.



Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name or other identifying information.

I understand that smart devices (I.e., computer, cell phone) may be present in the therapy offices and while the intent is not to record any of the session, it is possible that parts of all conversations may be picked by the device.

In the instance that your therapist has an emergency, you will be contacted by Grace Therapy Services staff with needed information pertaining to your scheduled sessions or treatment.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

CONSENT FOR TELEHEALTH PSYCHOTHERAPY SERVICES

I wish to engage in a telehealth services for mental health therapy treatment 100% of the time, or as requested/needed.

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. 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. When using Telehealth for 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. 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.



I understand that a telehealth consultation has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.

I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my health care provider or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.

My health care provider explained to me how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider.

I have had a direct conversation with my provider, during which I had the opportunity to ask questions in regard to this procedure. My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language in which I understand.

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 signing this document, I acknowledge:

I understand that the originating site for telehealth psychotherapy is in the office(s) of Grace Therapy Services.

Telehealth by SimplePractice is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.

Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither SimplePractice nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.

The Telehealth by SimplePractice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.

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.

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 give some examples. Please note that 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 person 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 be required to disclose health information in response to a court order or administrative order. I may also be required to 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 THAT 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 order 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. 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.
8. 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.



9. 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. With your authorized permission 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 reserve the right to 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. By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS Please remember to cancel or reschedule 24 hours in advance. You will be responsible for a \$50 fee (self-pay and commercial insurances only) if cancellation is less than 24 hours.

The standard meeting time for psychotherapy is 55 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 55-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

A \$30 service charge will be charged for any checks returned for any reason.

Cancellations and re-scheduled session will be subject to a charge of \$50 if not received at least 24 hours in advance. 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.

TELEPHONE ACCESSIBILITY If you need to contact me between sessions, please leave a message on my voicemail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that face-to-face 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 or any local emergency room, you may also call or text the suicide and crisis lifeline at 988.

SOCIAL MEDIA AND TELECOMMUNICATION 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, Instagram, 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. Minors 14 and older will need to provide a release of information for me to speak with their parents about their specific treatment.

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 will consider the professional relationship discontinued.

CLINICAL POLICIES

Scope of Services: Grace Therapy Services, LLC has 2 locations in Albuquerque, New Mexico. Grace Therapy Services offers the following services:

- Individual and Family therapy
- Parenting therapy
- Marital and Couples Therapy
- Intensive Outpatient Program (dialectical behavioral therapy)



Timetables:

- Grace Therapy therapists will provide steps for client(s) in the case of an emergency, which may include calling emergency services, the New Mexico Crisis line at (855)662-7474 or setting up an emergency appointment with the therapist.

-One hour sessions will last a clinical 55 minutes.

-Therapy services will be provided for no longer than 1 year unless other services are deemed necessary for the client that are agreed upon by both therapist and client and may be continued based determination of need by clinician and client.

Legal Rights, All clients have the legal rights to:

-Refuse services.

-Seek alternative mental health services elsewhere.

-Address needs and complaints either written through e-mail to ashley@gracetherapynm.com (clinical director) or directly to the therapist.

-Ask your therapist about their training and therapeutic approach.

-All consumers have the right to choose an authorized representative to assist in their treatment decision.

Confidentiality: Discussions between clients and professionals at Grace Therapy Services are confidential. No client information will be released unless client or guardian provides written consent. Possible exceptions to releasing confidential information include but are not limited to the following situations:

-Imminent danger or threat to self or others.

-Abuse or neglect of a child or vulnerable adult.

-Legal matters in which information is subpoenaed by a court of law.

-If applicable, information request by an insurance carrier responsible for providing mental health coverage.

-Grace Therapy Services Collaborative Therapists



Treatment of minors: Grace Therapy Services provides treatment to children and adolescents and requires parental participation.

Emergency Medical Care: In the event of an emergency, I give Grace Therapy Services consent to seek emergency medical care on my behalf including, but not limited to: administering first aid, CPR, medication and contacting/informing emergency personal including 911 operators, ambulance, physician and/or law enforcement.

Emergencies: In the event of an emergency where there is imminent risk of danger, please call 911 immediately. Once Emergency services has been contacted and the situation has been defused, please contact your therapist at our main number at (505) 554-1283 available 24/7 which will notify your therapist of the incidence during normal business hours of Monday-Friday 9:00am-5:00pm. If you are having a critical, clinical emergency, please contact the New Mexico Crisis line at (855) 662-7474.

All emergency calls to our main number will direct you to call 911, 998, or the New Mexico Crisis Line available 24/7 at (855) 662-7474. Do not call your therapist in an emergency situation, call 911 or 988. CONTACTING YOUR THERAPIST THROUGH TEXT MESSAGE IS NOT TO BE UTILIZED IN ANY EMERGENCY SITUATION (SPECIFIC TO ACTS OR THREATS OF HARM TO SELF OR OTHERS) IN THE CASE OF AN EMERGENCY CALL (505) 554-1283 AVAILABLE 24/7 WHICH WILL ROUTE YOU TO OUR RECEPTIONIST FOR FURTHER DIRECTION IN CALLING 911 OR THE NEW MEXICO CRISIS LINE. YOU MAY FORGO THIS PROCESS BY CALLING 911 OR THE NEW MEXICO CRISIS LINE AVAILABLE 24/7 AT (855) 662-7474, or 988 ON YOUR OWN.

Telephone and text contact: For Office Based Clients, telephone calls and texts will be returned during the regular business hours of Monday-Friday from 9:00am-5:00pm unless otherwise specified by your therapist. The therapist encourages communication from clients, but if a phone call is longer than 10 minutes, your will be instructed to set an appointment with the therapist either in person or via our telehealth system, if you are an insurance client. If you are a self-pay client and the call goes beyond 10 minutes, you will be charged a pro-rated fee based on the rate of your session, for every minute over. Grace Therapy Services permits texting for confirming or canceling appointments only. Text messages will not be treated as emergencies. In an emergency situation, call our main number at (505) 554-1283 for direction from our staff regarding calling 911 or the New Mexico Crisis Line available 24/7 at (855) 662-7474.

Email: Grace Therapy Services authorizes emails to therapist but does not ensure confidentiality for email communication and cannot ensure HIPAA compliance through email communication. Emails will be responded to as necessary during the normal business hours of Monday-Friday from 9:00am-5:00pm. Do not email in emergency situations. If there is an emergency, contact our main number at (505) 554-1283 in order to received direction to call 911 or the New Mexico Crisis Line available 24/7 at (855) 662-7474, or 988.



Waiting room etiquette: Due to therapy taking place within the building, we ask that the waiting room remain quiet and respectful.

-Do not go into the therapy room without being first invited by the therapist.

Payment policy:

-Payment/insurance for services must be arranged prior to the services being rendered

-All commercially insured and self-pay clients are required to keep a payment method on file even if you intend on paying cash in order to render payment for therapy sessions, phone calls that are 15 minutes, or late-calls (calling after 24-hours of the appointment time or a no-call, no-show (neglecting to make your appointment and not cancelling).

-Payments and co-payments are due at the time of services (when paying cash, please have the exact amount available)

- Grace Therapy Services accepts Visa, MasterCard, Discover or American Express, Check, or Cash as payment options.

Insurances: If services are paid for by an insurance company, it is the client's responsibility to provide current policy information to Grace Therapy Services to bill the insurance carrier directly. Clients are responsible for understanding their insurance benefit and to pay any outstanding balances/deductible/co-insurance balances, private pay balances, and balances not billable to insurance. It is the client's responsibility to keep Grace Therapy Services up to date with any insurance changes.

-By signing the Clinical Policies, Grace Therapy Services is authorized to process a claim and receive payment of mental health benefits for services provided.

Grievances/complaints: You have the right to be treated ethically, professionally and with respect by all Grace Therapy Services therapists. If at any time you feel that Grace Therapy Services is not meeting your needs, you have the right to terminate your relationship with Grace Therapy Services at any time. If you have a complaint we encourage you to contact the clinical director/owner at (505) 554-1283 and/or through email at ashley@gracetherapynm.com. If you feel that Grace Therapy Services has not addressed your concerns, you can contact the Fair Hearing Bureau at 1 (800) 432-6217 (option 6). If you are a Blue Cross Blue Shield consumer contact 1 (866) 689-1523 or Presbyterian consumer 1 (888) 872-7568, or the New Mexico State Licensing Board.

Ending Therapy: Grace Therapy Services believes that ending treatment is an important aspect of therapy. If a client decides to end services prior to meeting the treatment goals, it is asked that at



the beginning of the final session that the therapist be informed in order to ensure closure between therapist and client.

Discontinuation of services: The following circumstances, including non compliance with Grace Therapy Services Policies, may result in the discontinuation of services:

-Late cancellations: If there are 2 missed appointments or 2 late cancellations with less than less than 24 hours notice, your therapist will discharge you from services.

-Inappropriate behaviors: These include, but are not limited to: harming, threatening, or harassing Grace Therapy Services staff, therapists or other clients; vandalism, theft, or destruction of Grace Therapy Services property or client property; assessing or attempting to access confidential information to which you are not entitled.

Consent for phone/email communication: Grace Therapy Services may need to contact you for the purposes of treatment. I authorize Grace Therapy Services to contact me as clinically necessary by means of phone (voicemail and text) and email (email provided for SimplePractice portal).

Consent for treatment: I voluntarily agree to receive Mental Health/Support Services and authorize Grace Therapy Services and its associated staff to collaborate internally and to provide services that are considered necessary and advisable. I understand and agree that I will participate in the planning and treatment of these services and that I may stop such services at any time. By clicking the checkbox below, I acknowledge that I have read, understood, and agree to the Clinical Policies stated above.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on July 6, 2023.

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