

Frank Morelli, LMHC

CONFIDENTIAL COMMUNICATION REQUEST

By signing this form, I am acknowledging that the office of Frank Morelli, LMHC may need to contact me from time-to-time. I would like to receive communications of my protected health information by the means and location listed below.

I can be contacted by phoning me at: ____ Home ____ Cell ____ Work (check all that apply)

Mr. Morelli's office may leave a detailed message on my voicemail or answering machine as designated: ____ Home ____ Cell ____ Work (check all that apply)

I understand that any mail sent to the address I authorize will be devoid of Mr. Morelli's name and office address. Mail may be sent by USPS guaranteed delivery (no signature required).

Street or Post Office Box: _____

City, State: _____ Zip Code: _____

I approve the following persons residing in my home to receive messages on my behalf. Messages are limited to appointment confirmation and/or a request to speak to Mr. Morelli. If I choose not to authorize anyone, then I will type N/A in the text fields marked Name of Person.

Name of Person 1 _____ Relationship to Client _____

Name of Person 2 _____ Relationship to Client _____

I have read this form. I have been given adequate time to consider the terms herein. My signature means I understand and agree to the terms. I also understand that it is my right to revoke the above endorsements at any time, but I must complete a new Confidential Communication Request in writing.

Name of Client or Child _____ Date of Birth _____

Relationship to Client (Self, Responsible Party, Parent or Guardian) _____

Signature _____ Date of Signature _____

FRANK MORELLI, M.A., L.M.H.C.
P.O. Box 600100
JACKSONVILLE, FL 32260
PHONE (904) 410-6324 • FAX (855) 823-3434

PSYCHOTHERAPY INFORMATION/OFFICE AND FINANCIAL POLICIES

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

You have the absolute right to the confidentiality of your therapy, except as defined below. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. I will always act to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim(s).
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must contact the Florida Abuse Hotline immediately.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police. I would first explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the police for assistance.
4. If you name a health or mental health care provider as a person who has either, a. engaged in sexual contact with a patient, including yourself, or b. is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board. I would inform you before taking this step. However, if you are my client and a *health care provider*, your confidentiality remains protected under the law from this kind of reporting.
5. If you are named in a suit or legal action and a judge orders me to release your records, I must comply, even without your consent.

Minors

All members of the family, including children and adolescents, can expect their privacy to be protected except in the circumstances described above. However, if you are under the age of eighteen, your parents may have a legal right to see your treatment records. Our policy is to ask parents to relinquish this right and, if they agree, to provide them with general information about the minor child's treatment. Before giving parents this information, I will discuss the matter with the patient if possible, addressing any objections the patient may have. As previously noted, confidentiality will be suspended and the parents notified if the minor patient is deemed dangerous to himself or to someone else.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy* with me.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

II. Record-keeping

I am legally required to keep client records, noting only that you have been here, what interventions happened in session, and the topics we discussed. You are entitled to a copy of your treatment records, or a summary thereof, unless I believe that access to those records could be emotionally damaging to you. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party to be paid. Diagnoses are technical terms that describe your symptoms. If I do use a diagnosis, I will discuss it with you. All the diagnoses come from a book titled the *DSM-V*. However, for billing purposes, the ICD-10 diagnostic codes will be used.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, and to decide the period within which you must complete your therapy with me. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with your insurance company as needed.

My Training and Approach to Therapy

I hold a Master of Arts in Clinical Psychology from West Chester University of Pennsylvania where I graduated in 1988. I am a Licensed Mental Health Counselor (MH 2774) in good standing practicing in the state of Florida since 1992. You may look up my record from the following website address: <https://mqa-internet.doh.state.fl.us/MQASearchServices/HealthCareProviders>.

My primary orientation is cognitive behavioral therapy. I completed the Primary Practicum in Rational Emotive Behavior Therapy (REBT) under the supervision of the Albert Ellis Institute in New York City. Cognitive therapists believe that emotional upset typically results from faulty or distorted ways of thinking about problems. Teaching clients how to change their thinking is what causes better emotional adjustment. REBT is applicable to most human problems including anxiety, depression, substance abuse, and relationship dynamics.

My keen interest in Obsessive Compulsive Disorder (OCD) led me to complete training in Exposure and Response Prevention (ERP) through the Behavior Therapy Institute of the International Obsessive Compulsive Foundation in 2009. For 17 years, I served on the executive board of OCD Jacksonville, holding offices of Vice President and President. I lecture and provide professional workshops for educators and my professional colleagues concerning OCD.

I use a variety of techniques in therapy, trying to find what will work best for you. These techniques are likely to include education, dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, exposure, journal keeping, and reading books. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. I may suggest that you consult with a physical health care provider regarding somatic treatments that could help your problems. This may include but is not limited to family medicine and psychiatry. I will be glad to discuss with you the pros and cons of various

alternatives. I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest.

I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist. Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

You normally will be the one who decides therapy will end, with the exceptions noted below:

1. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract.
2. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgement not appropriate, I will inform you of this fact and refer you to another therapist who may satisfy your needs.
3. If you threaten to act-out verbally or physically against me, or otherwise, harass the office, my family, or myself, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care. Nevertheless, I cannot guarantee that they will accept you for therapy. I will notify you in writing.
4. If you consistently fail to do your homework as agreed to, or do not apply yourself to the tasks assigned, and there is no justifiable cause for such, then I reserve the right to terminate the client-therapist relationship. I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy. I will notify you in writing.
5. If there are three canceled or missed appointments at any time during therapy, then I reserve the right to terminate the client-therapist relationship. I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy. I will notify you in writing.
6. It is the policy of this office not to accept court ordered cases for counseling. I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for extended vacations or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. I will tell you well before any anticipated lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between session phone calls during normal business hours. If you have a non-emergent need

when I am out of town, or outside of my regular office hours (after 5 p.m. weekdays or over the weekend), please call (904) 410-6324. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance. You should contact me only after you are first safe.

Your Responsibilities as a Therapy Client

I. Attendance Policy

You are responsible for coming to your session on time and at the time we have scheduled. Sessions last for 45 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. I cannot bill these sessions to your insurance. The answering machine has a time and date stamp which will keep track of the time that you called me to cancel. Exceptions are made only at my discretion, regardless of the reason given for a late cancelation or missing an appointment all together.

II. Financial Policy

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My cash fee rate is \$135 per 45-minute session. If we decide to meet for a longer session, I will bill you prorated at \$40 per each 15-minutes. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week, I will bill you on a prorated basis for that time. My fees go up \$10.00 every two years. If a fee raise is approaching I will remind you of this well in advance.

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of each calendar year if it applies and any co-payment at each session. You must arrange for any preauthorizations necessary. I will bill directly to your insurance company via electronic means for you once weekly. You must provide me with your complete insurance identification information, and the complete address of the insurance company.

Fee Disclosure for Non-Covered Costs

You should know that insurance does not pay for any documentation I must prepare for you outside the therapy session. Letters and notes to other health care providers, or attorneys, and work related excuses are some of the services I provide that are of value to you. Home visits are not covered by insurance. This type of work, once an infrequent inconvenience, now requires a substantial amount of my time outside of scheduled appointments. All fees are prorated at \$20 per each 15-minutes except as otherwise noted below.

Professional Services:

Letters to employers, schools, lawyers, etc.	Prorated
Comprehensive chart reviews	Prorated
Consultation with schools, lawyers, etc.	Prorated (phone, in person)
Answering your emails	> 10 minutes/wk then prorated
Answering your phone messages	> 10 minutes/wk then prorated
Emergency phone calls	> 10 minutes/wk then prorated
Home visits and community therapy	Minimum 3 hours @ \$120/hour
Lawyer depositions and court	\$300/ hour plus travel time, if necessary

Office Services and Fees:

Medical Records to non-providers	\$1.00 first 25 pages, then \$0.25/page (state law)
Cancelled appointments >24 hrs.	\$0
Missed appointments	\$50.00
Late cancelled appointments <24 hrs.	\$50.00

Fees may apply for other services not listed and are subject to change.

If an insurance reimbursement check is mailed to you to cover your balance due, you are responsible for paying me that amount at the time of our next appointment. If the insurance overpays me, I will credit it to your account or refund it to you if you would prefer that. I am not willing to have clients run a bill with me. It is unlawful to barter for therapy. I can accept credit or debit cards with Visa, Master Card, American Express, and Discover Card. I do not take checks nor can I accept Pay Pal. Please note that any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency. You will be responsible for any fees associated with collections including those generated by the collection agency and attorney, if necessary.

III. Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to: Medical Quality Assurance/Licensure Information, 4052 Bald Cypress Way, Bin# C01, Tallahassee, FL 32399-3251. The phone number is (850) 488-0595. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

IV. Assignment of Benefits

I authorize Frank Morelli, LMHC to bill my insurance company directly for services rendered to me. I authorize my insurance company to send payment for services directly to Mr. Morelli.

Release of Records for Billing Purposes

I authorize Mr. Morelli to release to my insurance carrier(s), other third-party payers, or collection agents information needed to process my insurance claim or collect overdue balances. I have been informed that such information may include details of my mental health evaluation and treatment, alcohol and substance abuse diagnosis and treatment (if applicable), HIV status, or AIDS diagnosis (if applicable).

Initial only if you do not want to use insurance:

Initials	I will not use insurance to pay for services provided by Frank Morelli, LMHC. Therefore, I am not disclosing any insurance information to Mr. Morelli at this time. If I choose to use insurance later, I will provide insurance information to Mr. Morelli.
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V. Client Consent to Psychotherapy

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I have also read the *Notice of Privacy Practices* that further defines my rights and limitations under HIPAA pertaining to how my records may be used by Mr. Morelli. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay my co-pay, deductible, if applicable, or the cash fee rate at the time services are rendered for myself and/or my minor child. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Frank Morelli, LMHC. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Mr. Morelli, on behalf of my minor child or myself. I am over the age of eighteen.

Name of Child and/or Client

Date of Birth

Signature of Client and/or Responsible Party

Date of Signature

Frank Morelli, MA
Licensed Mental Health Counselor

P.O. Box 600100 • Jacksonville, FL 32260 • 904-410-6324

INFORMATION, AUTHORIZATION & CONSENT TO TELEMENTAL HEALTH

Thank you so much for choosing the services that I provide. This document is designed to inform you about what you can expect from me regarding confidentiality, emergencies, and several other details regarding your treatment as it pertains to telehealth. Telehealth is defined as follows:

“ ‘Telehealth’ means the use of synchronous or asynchronous telecommunications technology by a healthcare provider to provide health care services, including, but not limited to, assessment, diagnosis, consultation, treatment, and monitoring of a patient; transfer of medical data; patient and professional health-related education; public health services; and health administration. This term does not include audio-only telephone calls, e-mail messages, or facsimile transmissions (Florida Code 456.47).”

Telemental health is a relatively new concept despite the fact that many therapists have been using technology-assisted media for years. Breaches of confidentiality over the past decade have made it evident that Personal Health Information (PHI) as it relates to technology needs an extra level of protection. Additionally, there are several other factors that need to be considered regarding the delivery of telemental health services in order to provide you with the highest level of care. I have also developed several policies and protective measures to assure your PHI remains confidential. These are required under the federally mandated Health Insurance Portability and Accountability Act of 1996 (HIPAA). Please follow the discussion below.

The Different Forms of Technology-Assisted Media Explained

Telephone via Landline:

It is important for you to know that even landline telephones may not be completely secure and confidential. There is a possibility that someone could overhear or even intercept your conversations with special technology. Individuals who have access to your telephone or your telephone bill may be able to determine who you have talked to, who initiated that call, and how long the conversation lasted. If you have a landline and you provided me with that phone number, I may contact you on this line from my own landline in my office or from my cell phone, typically only regarding setting up an appointment if needed. If this is not an acceptable way to contact you, please let me know. Telephone conversations (other than just setting up appointments) are billed at my hourly rate.

Cell phones:

In addition to landlines, cell phones may not be completely secure or confidential. There is also a possibility that someone could overhear or intercept your conversations. Be aware that individuals who have access to your cell phone or your cell phone bill may be able to see who you have talked to, who initiated that call, how long the conversation was, and where each party was located when that call

occurred. However, I realize that most people have and utilize a cell phone. I may also use a cell phone to contact you, typically only regarding setting up an appointment if needed. Telephone conversations (other than just setting up appointments) are billed at my hourly rate. Additionally, if I were to store your phone number in my cell phone, typically, there is no name attached to it. If this is a problem, please let me know, and we will discuss our options.

Text Messaging:

Text messaging is not a secure means of communication and may compromise your confidentiality. Furthermore, sometimes people misinterpret the meaning of a text message and/or the emotion behind it. Therefore, I do not utilize texting in my therapy practice, and I will not respond to a text message for your protection. If you happen to send me a text message by accident, you need to know that I am required to keep a copy or summary of all texts as part of your clinical record that address anything related to therapy. You are able to receive text messages from my practice as part of the appointment reminder service only. You will have the opportunity to consent below.

Email:

Private email is not a secure means of communication and may compromise your confidentiality. Please do not bring up any therapeutic content via email to prevent compromising your confidentiality. However, you also need to know that I am required to keep a copy or summary of all emails as part of your clinical record that address anything related to therapy. The Patient Portal, by Valant (see below), provides a HIPAA secure email service where you and I can exchange correspondence. You will have the opportunity to consent below.

I strongly suggest that you only communicate through a device that you know is safe and technologically secure (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.). If you are in a crisis, please do not communicate this to me via email because I may not see it in a timely matter. Instead, please see below under "Emergency Procedures".

Social Media - Facebook, Twitter, LinkedIn, Instagram, Pinterest, Etc:

It is my policy not to accept "friend" or "connection" requests from any current or former client on my personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc., because it may compromise your confidentiality and blur the boundaries of our relationship.

However, I do have a professional Facebook page. You are welcome to "follow" me on this professional page where I post counseling information. However, please do so only if you are comfortable with the general public being aware of the fact that your name is attached to Frank Morelli, LMHC. Please refrain from making contact with me using social media messaging systems such as Facebook Messenger. These methods have insufficient security, and I do not watch them closely. I would not want to miss an important message from you.

Google, Bing, etc.:

It is my policy not to search for my clients on Google, Bing or any other search engine. I respect your privacy and make it a policy to allow you to share information about yourself with me as you feel appropriate. If there is content on the Internet that you would like to share with me for therapeutic reasons, please print this material out and bring it to your session.

Video Conferencing or Telehealth (VC):

Video Conferencing is an option for us to conduct remote sessions over the internet where we not only can speak to one another, but we may also see each other on a screen. I utilize Valant, a fully integrated Electronic Medical Records (EMR) platform. The VC platform with Valant is encrypted to the federal standard, HIPAA compatible. We have a signed Business Associates Agreement (BAA) between our companies. Valant is willing to attest to HIPAA compliance and assumes responsibility for keeping our VC interaction secure and confidential. Logging on is simple and will be done through the Valant Patient Portal. Please Log on to the VC platform at least five minutes prior to your session time to ensure we get started promptly. Additionally, you are responsible for initiating the connection with me at the time of your appointment.

I strongly suggest that you only communicate through a computer or device that you know is safe (e.g., has a firewall, anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.)

Faxing Medical Records:

If you authorize me, in writing, via a Release of Information to send your medical records or any form of PHI to another entity for any reason, I may need to fax that information to the authorized entity. My fax is electronic and HIPAA compliant for privacy and security through 8 X 8, a technology company. We have a signed BAA between our companies. Since some files may be inadvertently stored on my computer, should this computer fail, or if I no longer need it, I will destroy the hard drive to permanently remove any data.

Recommendations to Websites or Applications (Apps):

During the course of our treatment, I may recommend that you visit certain websites for pertinent information or self-help. I may also recommend certain apps that could be of assistance to you and enhance your treatment. Please be aware that websites and apps may have tracking devices that allow automated software or other entities to know that you've visited these sites or applications. They may even utilize your information to attempt to sell you other products. Additionally, anyone who has access to the device you used to visit these sites/apps, may be able to see that you have been to these sites by viewing the history on your device. Therefore, it is your responsibility to decide if you would like this information as adjunct to your treatment or if you prefer that I do not make these recommendations. You will have the opportunity to consent below.

Electronic Record Storage:

Your communication with me will become part of a clinical record of treatment, and it is referred to as Protected Health Information (PHI). Your PHI will be stored electronically with Valant. Valant is a secure, EMR platform using point-to-point, federally approved encryption.

Electronic Transfer of PHI for Billing Purposes:

If I am credentialed with and a provider for your insurance, please know that I utilize a billing service who has access to your PHI. Your PHI will be securely transferred electronically to Waystar. This billing company has signed a HIPAA Business Associate Agreement (BAA). The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally

approved encryption. Additionally, if your insurance provider is billed, you will generally receive correspondence from your insurance company, my billing company, or both.

Electronic Transfer of PHI for Certain Credit Card Transactions:

I utilize Ivy Pay as the company that processes your credit card information. This credit card processing service The BAA ensures that they will maintain the confidentiality of your PHI in a HIPAA compatible secure format using point-to-point, federally approved encryption. This company may send the credit card-holder a text or an email receipt indicating that you used that credit card for my services, the date you used it, and the amount that was charged. This notification is usually set up two different ways - either upon your request at the time the card is run or automatically. Please know that it is your responsibility to know if you or the credit card-holder has the automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt sent via text or email. Additionally, please be aware that the transaction will also appear on your credit-card bill. The name on the charge will appear as Frank Morelli, LMHC.

Your Responsibilities for Confidentiality & Telemental Health

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any telemental health sessions.

Telehealth is not permitted in a moving vehicle. It is your responsibility to park in a safe location, and to secure your privacy, as noted above.

Communication Response Time

I'm required to make sure that you're aware that I'm located in the Southeast and I abide by Eastern Standard Time. My practice is considered to be an outpatient facility, and I am set up to accommodate individuals who are reasonably safe and resourceful. I do not carry a beeper nor am I available at all times. If at any time this does not feel like sufficient support, please inform me, and we can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. I will return phone calls within 24 hours. However, I do not return calls or emails on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

In Case of an Emergency

If you have a mental health emergency, I encourage you not to wait for communication back from me, but do one or more of the following:

- Call Riverpoint Behavioral at 904-724-9202
- Call Wekiva Springs at 904-717-6045
- Call Orange Park Medical Center at 904-639-8500
- Call Flagler Hospital at 904-819-5155
- Go to the emergency room of your choice.
- Call 911

Emergency Procedures Specific to Telemental health Services

There are additional procedures that we need to have in place specific to telemental health services. These are for your safety in case of an emergency and are as follows:

- You understand that if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely, I may determine that you need a higher level of care and telemental health services are not appropriate.
- I require an Emergency Contact Person (ECP) who I may contact on your behalf in a life-threatening emergency only. Please write this person's name and contact information below. Either you or I will verify that your ECP is willing and able to go to your location in the event of an emergency. Additionally, if either you, your ECP, or I determine necessary, the ECP agrees take you to a hospital. Your signature at the end of this document indicates that you understand I will only contact this individual in the extreme circumstances stated above. Please list your ECP here:

Name: _____ Phone: _____

- You agree to inform me of the address where you are at the beginning of every telemental health session.
- You agree to inform me of the nearest mental health hospital to your primary location that you prefer to go to in the event of a mental health emergency (usually located where you will typically be during a telemental health session). Please list this hospital and contact number here:

Hospital: _____ Phone: _____

In Case of Technology Failure

During a telemental health session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. Please make sure you have a phone with you, and I have that phone number. If we get disconnected from a video conferencing or chat session, end and restart the session. If we are unable to reconnect within ten minutes, please call me. If we are on a phone session and we get disconnected, please call me back or contact me to schedule another session. If the issue is due to my phone service, and we are not able to reconnect, I will not charge you for that session.

Structure and Cost of Sessions

I may provide phone, and/or video conferencing if your treatment needs determine that telemental health services are appropriate for you. If appropriate, you may engage in either face-to-face sessions, telemental health, or both. We will discuss what is best for you.

The structure and cost of telemental health sessions are exactly the same as face-to-face sessions described in my general Psychotherapy Information/Office and Financial Policies. I agree to provide telemental health therapy for the fee of \$135 per 45-minute session, at the cash rate, or the allowed amount per your insurance policy, if telehealth for psychotherapy is covered. As noted above, Ivy Pay is the service I use. Your consent indicates that I may charge your credit card without you being physically present. Your credit card will be charged at the conclusion of each telemental health interaction. This includes any therapeutic interaction other than setting up appointments. Visa, MasterCard, Discover, or American Express are acceptable for payment, and I will provide you with a receipt if requested.

Insurance companies have many rules and requirements specific to certain benefit plans. At the present time, some do not cover telemental health services. Unless otherwise negotiated, it is your responsibility to find out your insurance company's policies and to file for insurance reimbursement for telemental health services. I will be glad to provide you with a statement for your insurance company, called a Superbill, and to assist you with any questions you may have in this area.

You are also responsible for the cost of any technology you may use at your own location. This includes your computer, cell phone, tablet, internet or phone charges, software, headset, etc.

Cancellation Policy

In the event that you are unable to keep either a face-to-face appointment or a telemental health appointment, you must notify me at least 24 hours in advance. If such advance notice is not received, you will be financially responsible for the session you did not cancel.

I will wait five minutes for you to sign in for a telehealth session. In the event you are late, or somehow occupied, I will make a courtesy telephone call. If you do not answer, a voicemail message will be left, if possible. Failure to sign-in by 20-minutes after the hour constitutes a missed session. You will be financially responsible for the session you missed. Please note that insurance companies do not reimburse for sessions that are late canceled and/or not kept by you.

Limitations of Telemental Health Therapy Services

Telemental health services should not be viewed as a complete substitute for therapy conducted in my office, unless there are extreme circumstances that prevent you from attending therapy in person. It is an alternative form of therapy or adjunct therapy, and it involves limitations. Primarily, there is a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear the crack in your voice that I could easily pick up if you were in my office.

There may also be a disruption to the service (e.g., phone gets cut off or video drops). This can be frustrating and interrupt the normal flow of personal interaction. Please know that I have the utmost respect and positive regard for you and your wellbeing. I would never do or say anything intentionally to hurt you in any way, and I strongly encourage you to let me know if something I've done or said has upset you. I invite you to keep our communication open at all times to reduce any possible harm.

Identity Requirement

I require you to produce valid picture ID prior to the initial appointment. This is to legally identify you as the person consenting for telehealth. You can also choose a password, phrase, or number, which you will use to identify yourself in all future sessions. This procedure prevents another person from posing as you.

Consent to Telemental Health Services

Please check (✓) the telemental health services you are authorizing me to utilize for your treatment or administrative purposes. Together, we will ultimately determine which modes of communication are best for you. Consenting to a mandatory service is necessary for providing telehealth. If you withdraw your authorization to use any of these services during the course of your treatment, by notifying me in writing, this could result in termination of telehealth and counseling services. If you do not see an item discussed previously in this document listed for your authorization below, this is because it is built-in to my practice, and I will be utilizing that technology unless otherwise negotiated by you.

- ☒ Email (mandatory)
- ☒ Video Conferencing (mandatory)
- ☐ Text appointment reminder service (optional)
- ☐ RoboCall appointment reminder service (optional)
- ☐ Recommendations to Websites or Apps (optional)

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Feel free to ask questions, and please know that I am open to any feelings or thoughts you have about these and other modalities of communication and treatment. Please print, date, and sign your name below indicating that you have read and understand the contents of this form, asked any questions you may have had directed to Frank Morelli, LMHC, and you agree to these policies for authorizing the telemental health methods as outlined above.

For children who are minors, or under the age of 18, a parent and/or legal guardian will consent for telemental health services.

Print Name of Client and/or Child

Date of Birth

Signature of Client and/or Parent or Legal Guardian

Date of Signature

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

➤ **See page 2** for more information on these rights and how to exercise them

Your Choices

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

➤ **See page 3** for more information on these choices and how to exercise them

Our Uses and Disclosures

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

➤ **See pages 3 and 4** for more information on these uses and disclosures

Your Rights

When it comes to your health information, you have certain rights.

This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

continued on next page

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - Preventing disease
 - Helping with product recalls
 - Reporting adverse reactions to medications
 - Reporting suspected abuse, neglect, or domestic violence
 - Preventing or reducing a serious threat to anyone's health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers' compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.
-

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Effective Date of Notice: 07-03-2022

This Notice of Privacy Practices applies to the following organizations:

Frank Morelli, LMHC is president and owner of Optimum Behavioral Care, Inc. He operates a telehealth practice from the state of Florida. Mr. Morelli is the Privacy and Security Officer for Optimum Behavioral Care, Inc.

My signature is acknowledgement that I have read the Notice of Privacy Practices.
I have had sufficient time to be sure that I considered it carefully, asked any questions
if I needed to, and understand it.

Name of Client or Child

Date of Birth

Signature of Client and/or Responsible Party

Date of Signature

*Privacy Officer: Frank Morelli, LMHC P (904) 410-6324
E-Mail: fmorelli@changeyourthinking.com*