



Policies, Notice of Privacy, and Informed Consent for Psychotherapy Services

Hello and welcome to Grateful Insights, LLC, a private practice that offers psychotherapy services in-person and via secure telehealth for a variety of concerns including mental health, trauma, and everyday life changes. This document serves as your all-in-one policy and consent agreement, outlining the practice's policies, Notice of Privacy Practices, financial responsibilities, and informed consent for psychotherapy services. It is important that you read this carefully, ask any questions you may have, and sign it to indicate your consent to the policies and services.

Nature of Therapy

Therapy involves working together to explore and address emotional, psychological, and/or behavioral issues. The methods used may include talk therapy, cognitive-behavioral techniques, and other therapeutic approaches. Each session typically lasts between 50-60 minutes. Sessions may take place either in-person at our Naples office or via secure telehealth, depending on your needs, clinical appropriateness, and personal preference. Initial sessions will focus on getting to know each other, providing an evaluation with my recommendations for treatment, and developing treatment plan goals together. The frequency of your sessions will depend on your needs and can usually taper as you make progress. Therapy is a collaborative process, and the goals of therapy will be discussed and evaluated throughout treatment. You will have a very active role in your treatment. For therapy to be successful it will require that you work on things both in and out of session.

Treatment Risks and Benefits

Therapy can help you gain insight, learn coping skills, and make positive changes in your life. However, it can also be challenging and may bring up difficult emotions. Some discomfort may occur during the therapeutic process as you explore challenging issues. If you experience significant distress, please let me know so we can address it together.

If you are participating in Eye Movement Desensitization and Reprocessing (EMDR), this is an evidence-based therapy used to treat trauma and other distressing experiences. It uses bilateral stimulation (such as eye movements, tapping, or auditory tones) to help the brain process troubling memories, negative beliefs, or blocking thoughts. Research has shown EMDR to be highly effective in reducing symptoms of PTSD, anxiety, depression, and trauma-related distress. The U.S. Department of Veterans Affairs and the EMDR International Association (EMDRIA) recognize EMDR as a safe and effective treatment for post-traumatic stress and related conditions.

While EMDR can bring significant relief, it may also temporarily increase emotional or physical discomfort as memories are reprocessed. Some clients may notice distressing thoughts, dreams, or body sensations between sessions. These reactions are normal and usually resolve as treatment continues, but support and coping strategies will always be available. EMDR is not hypnosis—you will remain grounded in the present while recalling past experiences—and you may stop or pause treatment at any time. Alternatives to EMDR can also be discussed.

Confidentiality

Your privacy is a priority, and confidentiality is essential to our work together. The information shared in therapy is confidential and will not be disclosed without your written consent, except in the following circumstances:

- If you are at risk of harming yourself or others.
- If there is suspicion of abuse or neglect involving a child, an elderly person, or vulnerable adult.

- If a court orders the release of information.
- If there is a need to communicate with other healthcare providers (with your consent).

You have the right to ask about any limits to confidentiality at any time. Confidentiality applies equally to both in-person and telehealth sessions. At the physical office, your privacy is protected through the use of private session rooms and secure storage of any physical records in locked file drawers. No recordings or AI tools may be used in either setting.

Session Fees and Payment

The standard fee for individual 50-minute sessions is \$150. Longer sessions, couples therapy, and specialized sessions such as EMDR range from \$180 to \$240. If you choose to use insurance, your session fee may vary depending on your insurance plan and the specific terms of your coverage. I use Therapymatch, Inc. (dba [Headway](#)) to manage my billing and administrative work so that I can place all my focus on our sessions. Headway manages everything related to payments and insurance to make things as easy as possible for you. The Headway team will reach out with an email to help you set up your account and add your insurance and payment details. You'll see your cost per session ahead of time and can check your benefits through the client portal.

Please be aware that insurance providers may require certain documentation and treatment plans for reimbursement, and by using insurance, you are consenting to the sharing of necessary treatment information for these purposes.

Cancellations must be made at least 24 hours in advance, or you may be charged a late cancellation fee of \$75. If you do not attend your scheduled session without providing prior notice of cancellation, you will personally be charged for the full session fee of \$150 as insurance will not cover no-show fees. After three no-shows or cancellations, the therapist may decide to discontinue treatment at their discretion.

In-Person Office Privacy and Safety

In-person sessions take place in a private office space designed to ensure confidentiality and comfort. All protected health information (PHI) and personally identifiable information (PII) are stored securely in locked file drawers when not in use. The office uses a business-grade Xfinity SecurityEdge WiFi network with advanced encryption and malware protection. Clients are asked not to arrive more than 5 minutes early to maintain privacy for others in session.

Emergency Situations

I am not available for emergencies outside of scheduled therapy hours. If you are in crisis or need urgent assistance, please dial 988. If it's an emergency, dial 911 or go to your nearest emergency room. If you attend sessions in person and experience a medical or mental health emergency while on-site, emergency services will be contacted immediately.

Legal Proceedings

In the event of any legal case you are involved in, you agree not to request that I testify in court or disclose psychotherapy records. If evaluations or testimony are needed, you should hire a different mental health professional. This policy is based on the potential for biased testimony, the risk of affecting our therapy relationship, and the availability of other professionals who specialize in court-related cases.

Therapeutic Relationship

As your therapist I will use my clinical knowledge and skills to help you and follow ethical standards set by the National Association of Social Workers (NASW). I am trained and licensed to practice mental health therapy, not law, medicine, or finance, and cannot provide advice outside my scope of licensure. I am required by law to keep your information confidential, except in specific situations outlined in the *Confidentiality* section. To protect your privacy, I may not acknowledge you in public. Additionally, I can only serve as your therapist and cannot take on other roles that could impair my judgment or objectivity. I cannot be friends with or socialize

with clients, nor can I have a romantic or sexual relationship with any client. I cannot engage in any business relationship with clients beyond the therapeutic relationship.

Your Rights and Responsibilities

- **Right to Withdraw:** You have the right to discontinue therapy at any time. If you would like another professional's opinion or wish to consult with another therapist, please let me know so I can provide referrals for a qualified mental health professional.
- **Right to Ask Questions:** You have the right to ask questions about the therapy process, my qualifications, or anything related to our work together.
- **Right to Access your Records:** You have the right to access a summary of your therapy records, except in certain legal or emergency situations, or if releasing the information could be harmful. Clinical records may be misinterpreted or distressing to those without training. If you would like to review your records, I recommend scheduling an appointment to discuss them together. A fee will apply for any time spent responding to your request.
- **Right to be treated fairly:** You have the right to be treated with fairness and professionalism. If you feel this has not occurred and are unable to resolve the matter directly with me, you may submit your concerns in writing to me and Grateful Insights, LLC. If the matter is unresolved, you may file a complaint with the Florida Department of Health, further explained in the *Grateful Insights, LLC Notice of Privacy Practices*.
- **Responsibility:** You are responsible for attending and paying for your sessions on time and notifying me in advance if you need to cancel or reschedule.

In-Person and Telehealth Services

Grateful Insights, LLC offers therapy services both in-person at the Naples office and remotely via telehealth. The same confidentiality, ethical standards, and therapeutic approach apply to both formats.

Telehealth/Remote Services

Telehealth involves the delivery of therapy services using video conferencing, phone calls, or other secure electronic platforms. Therapy conducted via telehealth is similar to in-person therapy, but it involves communication over the internet or telephone. Sessions will be conducted in the same way as in-person therapy, with a focus on providing therapeutic support and addressing your concerns.

- **Risks and Benefits:** While telehealth offers many benefits, such as convenience and accessibility, it also has limitations and risks. These may include:
 - **Confidentiality Risks:** Despite efforts to maintain privacy, there may be risks related to the security of online platforms, including data breaches or unauthorized access. I will take all reasonable steps to protect your privacy by using secure, HIPAA-compliant platforms, but you should be aware of potential risks.
 - **Technical Issues:** There may be technical issues such as poor internet connection, software malfunctions, or interruptions during the session. In case of a technical problem, we will work together to resolve the issue or, if necessary, reschedule the session.
- **Emergency Situations:** Telehealth is not appropriate for emergencies. If you are experiencing a crisis, please contact a local emergency service or go to the nearest emergency room. If I am unable to reach you during a session due to technical issues, I will make reasonable efforts to contact you, but you remain responsible for reaching out if necessary.
- **Confidentiality and Security:** Telehealth therapy sessions will be conducted in a private setting, and I will ensure that our communication remains confidential within the limits of the law. To ensure your privacy, I ask that you also participate in telehealth from a quiet, private location where others cannot overhear our conversation. I will use Zoom for Healthcare, which is HIPAA-compliant, to conduct our sessions.
- **Your Responsibilities:**

- o Technical Requirements: You are responsible for ensuring you have the necessary technology to participate in telehealth sessions, including a reliable internet connection, a webcam or smartphone with video capabilities, and a quiet, private space for the session. Grateful Insights, LLC will not be held liable for information disclosed to third parties by way of overhearing the session. It is of utmost importance that both the therapist and client are in a private space.
- o Emergency Plan: In the event of an emergency during a telehealth session, I will provide you with emergency contact information and resources. If I believe you are at risk of harm, I will take appropriate steps, which may include notifying emergency services and/or notifying your emergency contact(s).
- o Session Preparation: Just as in in-person therapy, it is important that you prepare for each session by being on time, in a safe and private environment, and free from distractions during the session.

Notice of Privacy Practices

This section explains how your personal and health information will be protected and how it may be used or disclosed and applies to all services provided by Grateful Insights, LLC, whether delivered in-person or via telehealth. This policy and consent document includes all privacy practices required by HIPAA, eliminating the need for separate forms. If you have any questions, feel free to ask. I use Therapymatch, Inc. (dba [Headway](#)) to manage my billing and administrative work so that I can place all my focus on our sessions. You will also have the opportunity to read and sign Headway's policy and consent forms when you create your account.

Commitment to Your Privacy

As required by the Health Insurance Portability and Accountability Act (HIPAA), we are committed to protecting your privacy and confidentiality regarding your Protected Health Information (PHI), which includes any health information that can identify you and relates to your past, present, or future physical or mental health. It is required by law to maintain the privacy of your PHI, provide you with this notice explaining our privacy practices, notify you of any breach, and follow the terms of the notice that are currently in effect. Although this Notice is being provided to you electronically, and by signing an acknowledgment of receipt, you consent to the provision of this Notice electronically, you have the right to request a paper copy. We reserve the right to change our privacy practices and the terms of this Notice at any time and reserve the right to make any updated or new Notice provisions effective for all PHI that we maintain. In addition, updates described in this Notice are effective for all health information maintained by Grateful Insights, LLC including any PHI collected prior to the effective date hereof. This notice is effective as of March 26, 2025. Below is a summary of how we use and protect your information:

What Information Is Collected

Some personal and health information will be collected and maintained including the following:

- Personal identification details (e.g., name, address, phone number)
- Medical and psychological history
- Treatment plans and session notes
- Billing and insurance information

How Your Information is Used and Disclosed

We may use and disclose your information in the following ways:

- Treatment: To provide psychotherapy and related services.
- Email/Call: To schedule or send reminders of appointments.
- Payment: To process payment for services and communicate with your insurance provider.
- Healthcare Operations: To evaluate the quality of care provided.

For uses and disclosures for purposes other than treatment, payment and operations, we are required to have your written authorization, unless the use or disclosure falls within an exception, such as those described below.

Limits of Confidentiality

Your information will not be disclosed without your written consent, except when required or permitted by law, such as in cases of emergencies, legal obligations, or public health concerns, otherwise known as Limits of Confidentiality, which include:

- Risk of Harm to Self or Others: If a client is at risk of harming themselves or others, the therapist may need to break confidentiality to protect the individual or others from harm.
- Child, Elder, or Vulnerable Adult Abuse: If there is suspicion or knowledge of abuse or neglect of a child, elderly person, or vulnerable adult, the therapist is legally obligated to report it to the authorities.
- Court Orders or Legal Proceedings: If required by a court or subpoenaed, a therapist may have to release information related to a client's therapy.
- Insurance or Billing Requirements: If therapy is being billed through insurance, some information may be shared with the insurance company to process claims.
- Supervision or Consultation: Therapists may discuss a client's case with a supervisor/mentor or colleague for professional development or consultation, but no identifying information will be shared in this instance.

Your Rights- You have the right to:

- Access your information: Request a copy of your health records. Your request must be in writing. If you request a copy of the information, a reasonable charge may be made for the costs incurred.
- Request an accounting of disclosures: Ask for a list of instances in which we have disclosed your health information for a purpose other than treatment, payment, or health care operations. Your request must be in writing. Such accounting remains available for six years after the last date of service.
- Request corrections: Ask to amend any inaccuracies in your records. Your request must be in writing, and it must explain why the information should be amended. We have the right to deny your request under certain circumstances.
- Request restrictions: Request limits on how your information is shared.
- Confidential communication: Request communication in a certain way or at a certain location. Your request must be in writing, and it must specify the alternative means or location that you would like your information provided about your health care. Every attempt will be made to accommodate reasonable requests.
- Exercise your rights and express any concerns about your privacy by contacting the Owner/Therapist directly at (239) 667-6160.

Emails and text messages

Some clients prefer to communicate via email or text message. Email and text messages have inherent privacy and security risks, and you should be aware of those before using emails and text messages. Errors in transmission or interception of messages can occur. Your email or text message is not always secure communication. At your therapist's discretion, your email or text message and all responses may become part of your medical record. Additionally, for urgent issues or an emergency, you should not rely on email communication. In those situations, you should call 911.

Changes to this Notice

We reserve the right to modify this Notice of Privacy Practices. Any changes will be effective immediately upon modification.

To report a problem

If you believe your privacy rights have been violated, you can contact the owner/therapist directly to address any concerns, and we will work to resolve the issue. Alternatively, you have the right to file a complaint with the Florida Board of Clinical Social Work, Marriage and Family Therapy, and Mental Health Counseling, through the Department of Health.

Acknowledgement of receipt

By signing below, you acknowledge that you have received, read, and understood the policies, privacy practices, financial terms, and informed consent information outlined in this document. You consent to participate in therapy services with Grateful Insights, LLC, either in-person or via telehealth, under these terms, including the prohibition of recording or AI use during sessions, and confirm that all questions have been answered to your satisfaction.

Indemnification and Hold Harmless

By signing this agreement, you agree to indemnify, defend, and hold harmless Gissa Hernandez, LCSW, Grateful Insights, LLC, and its employees, agents, or affiliates from any and all claims, liabilities, losses, or expenses (including legal fees) arising out of, or related to, your participation in therapy services. This includes any claims made by you or a third party that may arise because of your therapy or treatment, except in cases of negligence or willful misconduct by the therapist.

Consent to Treatment and Telehealth Services

By signing this agreement, you acknowledge that you have read and understand the contents of this informed consent form, including the nature of therapy, confidentiality, session fees, and your rights and responsibilities. You also acknowledge that you understand and consent to the use of telehealth for therapy services. You are aware of the potential risks and benefits, as well as the steps I will take to ensure confidentiality and security. You agree to follow the guidelines set forth to ensure effective and secure therapy sessions. You consent to receive therapy services under the conditions described here.

Printed name:

Date:

Signature: