



Blue Couch Therapy

SPEAK YOUR MIND & FIND PEACE

954-993-1646

hello@BlueCouchTherapy.co

BlueCouchTherapy.co

Notice of Privacy Practices

This document contains important information about our professional services and business policies.

Effective Date: 10/12/2024

Voluntary Participation: Through a network of independent licensed mental health care providers ("Providers") contracted with a professional corporation or other professional legal entity associated with The KDC Agency dba Blue Couch Therapy ("Blue Couch Therapy"), clients may receive telehealth sessions ("Services").

By confirming below, I hereby give my consent as a (client/authorized representative of client) to receive behavioral health services, including, without limitation, counseling, psychotherapy, and biopsychosocial assessment from the health care provider contracted with a professional corporation or other professional legal entity associated with The KDC Agency d/b/a Blue Couch Therapy ("Blue Couch Therapy"). This consent means that I authorize information related to my health care to be securely electronically transmitted in the form of images and data through an interactive video or telephonic connection between myself and the Provider, who are located in two different locations.

By confirming below, you acknowledge your understanding and agreement to the following:

1. I have the right to withhold or withdraw my consent for the Services at any time without affecting my right to future care, any services or any program benefits to which I would otherwise be entitled. Simply fill out the Consent for Termination of Services (Exhibit D) and email it to hello@BlueCouchTherapy.co.
2. There will be no recording of the Services by either party (except as otherwise disclosed by Blue Couch Therapy and agreed upon with me prior to receipt of the Service). All federal and state laws protecting the privacy and confidentiality of health information also apply to the Services. As such, the information disclosed during the Services and written records pertaining to those Services are confidential and may not be disclosed without the proper written authorization (Release Of Information (Exhibit E)), unless a disclosure is permitted and/or required by law (e.g., mandatory reporting of child, elder or vulnerable adult abuse; danger to self or others; and/or as allowed by law in a legal proceeding such as being subpoenaed or court ordered).

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3. Blue Couch Therapy may collect, use, share and otherwise process (including de-identifying and aggregating) my information, including health information and other information regarding the Services, as described in Blue Couch Therapy's Notice of Privacy Practices and for any other lawful purpose, including, without limitation, to provide the Services and improve and develop Blue Couch Therapy's technology.

Client Involvement: As a client, I am expected to show up to appointments on time, prepared to focus on and discuss on my therapy goals and issues, and will not attend session while under the influence of mood altering chemicals. As a client, I will be open and honest so my therapist can best assist me with my goals.

Guarantees: Accordingly, my therapist makes no guarantee of results. While telehealth has been found to be effective in treating a wide range of mental health conditions and disorders, there is no guarantee that the treatment of all clients will be effective. While I should understand that I may benefit from the Services, results cannot be guaranteed or assured. The guarantee will come from my willingness and efforts in and out of sessions!

Meetings and Length of Therapy: Once we have agreed to work together, we will usually schedule a session once a week. Sessions will be scheduled by you using our scheduling online tool. Session length most insurance plans cover is 45 minutes but occasionally sessions may run as long as 55-60 minutes.

Cancellation, No Show or Late Arrival: Clients arriving more late will not be provided an extension of time beyond what they were scheduled. No reduction in fees will result from shortened sessions due to a client's late arrival. Additionally, if a client misses three appointments out of 6 sessions, your therapist has the option to suspend or terminate services. After 7 minutes of wait time, the session will be cancelled and a late cancellation/no-show fee of \$25 will be assessed on your account.

Termination & Discharge: Either the client or the therapist may end therapy at any time. Your voluntary involvement allows you to discontinue at any time. If your therapist feels you are no longer benefiting from therapy or your therapist feels there

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is a conflict in values, they may discuss termination. If you desire additional counseling, your therapist will provide you with a referral competent to address your issues.

Discharge from Services will take place once you complete your goals or during your treatment plan review (every 12 weeks). Discharge will be completed at the last session.

Provider Time Off, Emergency & Interruption of Therapy: When your clinician/therapist is on vacation or plans to be unavailable for a period of time, he/she will have a discussion with you regarding the absence and if you want to see another provider during that time. In the event of a longer interruption of therapy, on the provider's end, the agency will make appropriate referrals as needed.

If during the course of the Services there is an emergency, the provider will contact your emergency contact on file and/or appropriate authorities may also be contacted for your safety.

In the event of any mental health or substance abuse emergency such as having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis, we encourage you to call 988 or call 911. Some mental health emergencies cannot be resolved remotely. In this case, the Provider may determine in his/her sole discretion that the Services are not appropriate and in-person services and/or a higher level of care is required.

Custody Issues & Therapy for Minors: It is the policy of Blue Couch Therapy that for minor children, where legal custody is split (joint) between parents or guardians who are no longer married or cohabiting, we need authorization and signature from both parents on our Informed Consent and Confidentiality Notice (Exhibit A) prior to the child being seen.

Confidentiality for Minors: Another time when confidentiality has limitations is for minor clients. Parents and guardians have legal right to access a minor client's records

*Minor clients do have the rights to complete confidentiality in obtaining counseling for pregnancies and associated conditions, sexually transmitted diseases, and information about alcohol or drug abuse.

Sessions will minor children will be completed in a private setting. Parents, legal

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guardians are not permitted to be part of the session(s) unless the provider feels it is necessary.

Medical Records: The laws and standards of our profession require that we keep treatment records. You are entitled to receive a copy of the records unless we believe that seeing them would be emotionally damaging, in which case we will send them to a mental health professional of your choosing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. We recommend you review them in your therapist's presence so we can discuss the contents. All records will be maintained by your therapist in a secured area for a period of seven years from the time of service termination. As a client you have a right to access your records. You also have a right to contest material in your records and it will be duly noted in your record. You do not have a right to alter your records or dictate information be removed. You have the right to access and view your record, but you do not own the records, they are property of Blue Couch Therapy, LLC.

*We will notify you promptly if a breach occurs that may have compromised your information.

Billing and Payments: You will be expected to pay for each session prior to the beginning of our session, unless we have agreed on other arrangements. In the case of health insurance, you will be expected to provide any deductible or co-payments prior to our session time. Keep in mind that it is you (not your insurance company) that is responsible for full payment of fees. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

Professional Fees: All clinicians/therapists will perform an initial diagnostic session and will follow with weekly therapy sessions (please read What to Expect (Exhibit F) for more details on what to expect. If you are utilizing health insurance benefits, your health plan may have a contracted rate with your therapist that differs from the usual and customary fees listed in our fee schedule. Our office will run your insurance, prior to your first session, for verification and notify you of the outcome. (Please see Exhibit G for list of insurance Blue Couch Therapy is enrolled with)

Health Insurance: Most insurance companies require you to authorize us to provide them with a clinical diagnosis for benefits to pay for services. Sometimes we are required to provide additional clinical information such as treatment plans or summaries. This information will become part of the insurance company files and we have no control over what they do with it once it is in their hands. It is important to remember that you always have the right to pay for services yourself to avoid the potential case described above. Please keep us informed of changes in your financial status and insurance via email at hello@BlueCouchTherapy.co. You may be responsible for charges incurred if your coverage has changed or lapsed and you do not inform us in advance.

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Account Balance Maximum: Whenever a client's account reaches an outstanding balance of \$100 for individuals and \$200 for couples and no payments have been made or received toward the account, additional counseling services will be suspended. Services will remain suspended until client begins making payment toward their account. If no payments are made, services will remain suspended and/or clients may be referred to alternate providers for services.

Collections: If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of the services provided, and the amount due.

Copays & Self-Pay: My signature below indicates that I understand and agree to pay for any payments or copays prior to the start time of your session. If I am utilizing health plan benefits, I understand that I am responsible for any amount my insurance does not cover (co-pay).

Communication and Technology: When we are unavailable, you are able to leave us a voice message or text and we will make every effort to return your call within the same day with the exception of some weekends and all holidays. We also encourage you to email us and leave us times when you will be available for a call back.

During the Services, technical difficulties may result in service interruptions that require a late start, an end to, and a possible restart of, the Services. If reconnection is not possible within ten minutes, please call or text me to discuss rescheduling the appointment.

A technical failure affecting the Services may result in the loss of my information and/or interrupt my telehealth session. In addition to any disclaimers that I agreed to by accepting the Terms of Use, I agree to hold Blue Couch Therapy harmless for any loss of information or delay in care resulting from a technical failure.

Disputes and Complaints: Any disputes or complaints that can not be resolved between the client, therapist, and Blue Couch Therapy can be directed to Florida Board of Social Work, Board of Mental Health Counselors, Board of Marriage and Family

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Therapy website. Print the Complaint Form with the Authorization for Release of Patient Records from our [Enforcement](http://www.floridahealth.gov/licensing-and-regulation/enforcement/index.html) site (www.floridahealth.gov/licensing-and-regulation/enforcement/index.html) or call 1-888-419-3456 or (850)414-1976 to request one by phone. Complete the form and mail it to the address given on the form.

Changes to This Notice

We may change the terms of this notice and the revised notice will apply to all information we have about you. The new notice will be available on our website, by request, and in our office.

Contact Us

If you have questions or want to exercise your rights, contact:

Blue Couch Therapy

Phone: 954-993-1646

Email: hello@BlueCouchTherapy.co

Website: BlueCouchTherapy.co

I have read the information provided above, understand its contents and all questions have been answered to my satisfaction.

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