

Kelly J. Ace, MS, LPC

kelly@kellyace.com
267.934.3242

Notice of Policies, Procedures, and Client Rights

This document describes common risks and benefits of psychotherapy, as well as my background and treatment approach, policies, expectations, and responsibilities as a therapist. It also describes your rights and responsibilities as a therapy client. Please read it carefully and let me know if you have any questions.

My Background

I hold a bachelor's degree in psychology and women's studies from Hunter University, CUNY and a master's degree in counseling and psychology from Troy State University. I hold other degrees that inform my understanding of situations but are not the basis for my licensure as a professional counselor in Pennsylvania (LPC # 2716) and Delaware (PC-0001012). I am a National Certified Counselor (NCC # 50878), Board Certified-TeleMental Health Provider (BC-TMH # 1162) and an AASECT-Certified Sexuality Educator.

I have worked in a variety of mental health settings. Much of my continuing education and my clinical expertise relates to trauma, sexuality, child maltreatment, and disability. For over a decade, I served as the program director who oversaw the treatment and abuse prevention education programs at a nonprofit focusing on child sexual abuse. I have also worked as a therapist in a child advocacy center, a community-based sexuality consultant in the intellectual disabilities field, the clinical coordinator for a residential program serving individuals with developmental disabilities who have histories of problematic sexual behavior/offending, and an outpatient therapist at a community mental health agency serving children. Additionally, I have taught psychology and counseling-related courses on the undergraduate and graduate level.

I have worked with many clients who have had a variety of physical and mental disabilities but are not defined by them. I have personal experience providing care to individuals with psychiatric and neurological problems over extended periods of time. I also have experience debriefing child welfare, law enforcement, and other professionals who work in environments whose work puts them at risk for vicarious trauma and burnout.

My Treatment Philosophy & Approach

I believe people are complex. Our mental, physical, sexual, social, and spiritual health are intertwined, so it is important to look at the whole person, not just a collection of symptoms, circumstances, or behaviors. It is sometimes necessary for me to make a formal psychiatric diagnosis (e.g., when required to bill insurance). However, I serve humans who can never be reduced to just a diagnosis or label.

My practice is grounded in cognitive behavior therapy, but also draws on other theories and treatment approaches. I am certified in Trauma-Focused Cognitive Behavior Therapy (TF-CBT). I have also had training in other evidence-based treatments, including Acceptance and Commitment Therapy (ACT) and Eye Movement Desensitization and Reprocessing (EMDR). I am always happy to discuss my treatment philosophy, the pros and cons of various approaches, and treatment alternatives.

My Commitment to Diversity, Equity, and Human Rights

I am committed to understanding how your identity, culture, and experiences affect your treatment needs. I am also open to discussing how they impact our therapeutic relationship. Please let me know if I can take reasonable steps to make my services more accessible if you have a disability. If you believe that I have violated your civil rights, you may make a report to the Pennsylvania Human Relations Council (www.phrc.pa.gov), the Delaware Division of Human & Civil Rights (<https://humanandcivilrights.delaware.gov>) or the federal Office of Civil Rights (www.hhs.gov/ocr).

Risks of Psychotherapy

Psychotherapy has both benefits and risks. The risks may include experiencing uncomfortable or intense feelings (e.g., sadness, embarrassment, anxiety, anger) when talking about unpleasant aspects of your life. It may also lead to a temporary increase in psychiatric symptoms as you process your feelings and experiences. Sometimes, therapy clients feel worse before they feel better.

Benefits of Psychotherapy

The benefits of therapy can include a decrease in symptoms and distress over time. It can also help you improve your coping, stress management, and communication skills. You may also experience increased insight into yourself and your experiences, as well as greater resiliency.

Psychotherapy requires a very active effort on your part, both during sessions and in your daily life. While I cannot guarantee outcomes, I will do my best to facilitate your learning, healing, and personal growth. It may take several sessions before you notice a benefit.

Risks of Teletherapy

Teletherapy involves the use of video, audio, and other digital technology to provide therapy when the client and therapist are in two different locations. Engaging in this type of therapy has its own risks and benefits.

Distance communications through phone, video, or other technology are not the same as in-person sessions. It's harder to notice body language and figure out what it means. This can lead to misunderstandings. So, it's important for us to check to make sure that we understand each other.

Technology sometimes doesn't work the way it should. Either of us may experience technical problems with our devices, phone/internet service, power, or other systems that mean we are not able to communicate as planned or our communication ends suddenly. This can be frustrating and interrupt the therapeutic process. Because of this, it is important for us to develop and follow a plan for communicating when that occurs.

I use telehealth platforms that institute security measures consistent with those established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I generally use Doxy.me, which has HIPAA-compliant file-sharing and chat features. Still, as with all digital technologies, there is a risk of hacking or other breach of confidential information.

Depending on your location and who may be nearby, there could be a greater risk of our conversation not being private, compared to an in-person conversation. No one should be able to watch, overhear, or intrude on our sessions. If someone interrupts or is monitoring our conversation, I made decide that it is necessary to end the session right away.

The use of devices to communicate can increase the risk that someone may record a private conversation without another person's knowledge. I will not record our sessions. I do not give permission for you or anyone else to record me. If you participate in sessions with me via Grow Therapy, you may have seen the company's policy statement, "We will sometimes record telehealth visits including video and voice call visits." This refers to clinicians on the Grow Therapy platform who explicitly seek client permission to record for training or therapeutic purposes. I am NOT one of those clinicians. Grow Therapy does not have access to my password protected Doxy.me account or phone.

Another risk of teletherapy is that I am more limited in how I can respond in the event of an emergency. Teletherapy may not be clinically appropriate for someone who is thinking about hurting themselves, doing something dangerous, or hurting someone else. It may also not be a good fit for someone who is experiencing severe distress, psychotic symptoms, mania, or other difficulties that may contribute to a risky situation.

Benefits of Teletherapy

There are many potential benefits of teletherapy. It can make it more convenient access to a therapist who is a good fit. It may also reduce transportation, mobility, and other common barriers to therapy services. Some individuals may feel more comfortable talking about sensitive topics via video, than in person.

Treatment Plans & Goals

Together, you and I can identify your treatment goals and a plan for working toward them. Treatment goals must align with your diagnosis if your insurance company is to be billed for services.

Therapy Appointment Basics

The bulk of my practice is through telehealth. I do not maintain an office where I meet with clients face-to-face. Moreover, my insurance company credentialing is specifically for telehealth.

Therapy sessions are generally between 45 to 60 minutes long, although the precise length may vary. When insurance is billed, it is usually for 30-, 45-, or 60-minute sessions.

I make every effort to be on time for appointments. Please do the same. If you are late to an appointment, will still need to end on time. If you are frequently late and it interferes with treatment, it may be necessary for me to refer to another therapist.

Ending Therapy

You have the right to stop treatment at any time. If you make this choice, please discuss this with me. There are many reasons why clients may think about ending therapy or decide to take a break from treatment. In some cases, it could be because we are not a good fit or I cannot provide the services you need. If you have concerns about insurance coverage, payment, or other practical issues, let me know. I will do my best to help and/or refer you to another provider who might be a good fit.

Emergencies

I have limited availability and do not provide mental health crisis services. I generally respond to phone calls to 267.934.3242 within 24 hours of receiving a message unless you leave the message on a weekend or holiday. If I am unavailable for an extended period (e.g., due to illness), I will give you the name of a colleague you can contact to assist you until I am available again.

If you or another family member is thinking about harming themselves or someone else, you should seek immediate assistance, rather than waiting for me to call you back.

In Pennsylvania, call or text 988 to be connected to a local mental health crisis center. If you are in Delaware County, PA, you can call 855.889.7827. In Delaware, someone can come to your home to do an in-person evaluation of someone under 18 if you call 800-969-HELP (4357). For adults, call 800.652.2929 in New Castle County or 800.345.6785 in Kent and Sussex Counties. You can also go to a hospital emergency department or call 911 for assistance in a mental health emergency.

PHI & Confidentiality

Protected Health Information (PHI) is personally identifiable information that relates to your physical or mental health, health care services, or health care related payments. HIPAA and state laws require me to keep your PHI confidential. However, there are some exceptions.

I may share your PHI if you a consent form authorizing me to release information to a specific person or organization. There may be circumstances where verbal consent is sufficient. I will document this in my notes. You may revoke your consent, which means I cannot continue to share your information after I receive your written revocation.

If you opt to have your insurance billed for my services, you must agree to your PHI, including diagnosis and treatment information, be shared with your insurance company and billing services (e.g., Grow Therapy). A government oversight agency with authority to inspect insurance information (e.g., for a billing audit) may also be able to access your information if you use insurance.

If you are aged 14-17, the law treats the confidentiality of your information similarly to that of an adult. I will NOT share confidential information about you with a parent/guardian except in an emergency or if you give your consent. However, there may be situations in which a parent/guardian can consent to my sharing confidential information about you with another mental health provider. Keep in mind that, if you use insurance, your parent/guardian may be able to access some information about your sessions, such as diagnosis and treatment dates.

I am legally required to report suspected abuse or neglect of a child, elderly person, or dependent adult, even if I do not speak with that person and only hear about the situation. To the extent that your PHI is relevant to the report or subsequent investigation, I must share that information with authorities, but not PHI that is not deemed relevant.

If you seriously threaten or act in a way that is very likely to harm yourself or indicate that you have a plan to kill yourself, I am obligated to take steps to protect you. This could include sharing relevant PHI with health care providers, family members, or authorities. If such a situation arises, I will discuss the situation with you before proceeding, unless there is a very strong reason not to. In an emergency where your life or health is in danger and I cannot get your consent, I may share some relevant PHI with another professional or family member to protect your life.

If you are threatening serious harm to another person, I am required to try to protect that person. This may mean contacting authorities and the person being threatened.

I can be ordered by a court to disclose your PHI. Please advise me if you have a worker's compensation claim or are involved in a criminal or civil court case, so that we can discuss any concerns you might have about this.

Communication

Most of our communication will be by phone or during a telehealth session. Text and email should only be used for scheduling (making, rescheduling or appointment reminders). I avoid corresponding about clinical issues via text or email because of the increased risk that someone else could intercept the communication. I try to return messages as quickly as possible and within 24 hours. However, I may not respond as quickly to messages left on weekends or holidays.

I do not connect with clients on social networking sites (e.g., accept a "friend" request) or communicate about clinical issues on social media. This is to protect your confidentiality and our counseling relationship.

If we should see each other in public, I will not initiate contact. However, if you would like to acknowledge me, I will respond.

Records & Reports

I maintain records of our sessions and communications. You are entitled to receive a summary or copy of your records with sufficient advance notice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see therapy records, you should talk with me about this and consider us reviewing them together.

You may request that I provide a specialized letter or report. However, there are limits as to what I can document as a professional, so it's important for us to discuss this. I will not provide any reports related to custody or visitation disputes. When I provide services to an adult or child whose family is experiencing separation or divorce, my focus is on helping the individual cope with the challenges that come with difficult

circumstances, not serving as a witness in court proceedings. I will not participate in or provide opinion in any custody arrangements, visitation schedules, or similar matters.

Services with Multiple Providers

Working with multiple mental health treatment providers raises ethical and practical concerns. If you are receiving service from another treatment provider (e.g., psychiatrist, family therapist), I will talk with you about signing a release so that I can communicate with them to coordinate care, avoid duplication of services, discuss any insurance coverage concerns, and ensure that clinical and ethical standards are met.

Session Fees

My standard fee for a 45- to 50-minute therapy session is \$120. Payment is expected at the time of service.

If you are paying for sessions out of pocket, you can pay using a credit card via HIPAA-compliant Stripe. You can submit your payment information by going to www.healace.com/payments.

I accept direct pay and some forms of insurance through Grow Therapy (www.Growththerapy.com). If you wish to use insurance, you will need to provide Grow Therapy with your contact information, insurance information, credit card or debit card number, and other information required for billing. You will also have to sign a separate consent form.

If you use private insurance, you will be required to pay the copayment determined by your insurance company at each session. In the event you have not met your deductible, the full fee is due at each session until the deductible is satisfied. If your insurance company denies payment or does not cover services, you will be asked to pay the balance due at that time.

Cancellation/No-Show Policy & Fees

I understand that you may sometimes have to cancel an appointment because of illness or because something comes up unexpectedly. If you must cancel, please contact me as soon as possible. If you are not able to speak directly with me, please leave a message.

I also understand that everyone makes mistakes and can forget about an appointment. However, it is also important that my time be respected.

You will be charged a \$60 fee if you do not show for a scheduled appointment. This fee is not covered by private insurance, so you are required to pay it.

You will be charged a \$45 fee if you cancel an appointment less than 24 hours in advance of a scheduled appointment.

You may no longer be eligible to receive services if you miss or cancel appointments multiple times in a 2-month period. If this happens, I will provide you with information and assistance in finding another therapist.

[CONSENT FORM ON NEXT PAGE]

CONSENT TO PSYCHOTHERAPY & COMMUNICATION

I, _____, have read the Notice of Policies, Procedures, and Client Rights carefully and had the opportunity to ask questions. I understand that these policies may change over time and that I will be given notice of any changes that affect me.

I consent to participate in psychotherapy with Kelly J. Ace, a professional counselor licensed in Pennsylvania and Delaware.

I agree to confirm my phone number and identify my location when starting a teletherapy session. The address(es) I expect to be at are below. I will report any changes.

Home: _____
 Street City County State Zip

Other: _____
 Street City County State Zip

If we encounter technical difficulties before or during a session, we will first attempt to address the tech issue (e.g., exiting video platform and re-entering). If we are unable to connect within ten minutes, we will attempt to contact each other to discuss next steps. I can call 267.934.3242.

I can be contacted as follows:

	Message okay?	Text okay?
Cell #	___ Yes ___ No	___ Yes ___ No
Home #	___ Yes ___ No	___ Yes ___ No
Work #	___ Yes ___ No	___ Yes ___ No
Email	___ Yes ___ No	

I agree to find a place where other people cannot watch or overhear me during sessions. If someone interrupts or enters the area, I will make sure that Kelly is aware of this. If another person is part of my therapy session, I will make sure that Kelly knows right away that they are present. I understand that sessions are not to be recorded by anyone.

I understand that Kelly does not provide 24-hour crisis services. If I am having suicidal or homicidal thoughts, experiencing psychotic symptoms, or experiencing a mental health crisis that can't be resolved remotely, Kelly may need to take steps to keep me or others safe, as required by law.

Emergency Contact _____ Relationship _____

Phone _____ Email _____

I will be charged **\$120** for each session. I will do my best to give at least 24 hours' notice if I need to cancel or reschedule a session. I understand that I am responsible for no-show and late appointment cancellation fees.

Signature _____ Date _____

Witness _____ Date _____