



FERREE COUNSELING

Denise A. Ferree, MSSW, LCSW, LISW
Virtual Office Locations: Kentucky & Ohio
Business Phone: 513.640.1781
Email: denise@deniseferreecounseling.net

Practice Policies and Notice of Privacy Practices 2026

This document is confidential. For mental health emergencies, call 988.
(V2026.1 — Effective March 4, 2026)

I. Practice Policies

Session Duration and Structure

The standard meeting time for psychotherapy is 53 minutes. This timeframe is considered best practice as it allows for a structured and effective session, typically including:

- **Check-in:** Reviewing your current mental health status and any updates since the last session.
- **Active Work:** Focusing on the presenting problem or primary therapeutic goals.
- **Wrap-up & Planning:** Summarizing the session and determining the plan for moving forward.

Note on Adjustments: If you find this session length uncomfortable, please discuss it with me so we can adjust the timing to better suit your needs.

Cancellation and Rescheduling Policy

A time commitment is made exclusively for you when you schedule a session. To respect this commitment and ensure availability for other clients, the following policy applies:

- **24-Hour Notice Required:** Cancellations, no-shows, or rescheduled appointments require at least 24 hours' notice.
- **Late Cancellation Fee:** Failure to provide 24 hours' notice will result in a \$70.00 fee.
- **Late Arrivals:** If you are late, your session will still end at the scheduled time, resulting in lost session time for you.

Communication Preferences & Response Times

If you need to contact me between sessions, please use the following guidelines:

- **Fastest Method:** Message me through the secure client portal.
- **Alternative Methods:** You may also leave a voicemail or text at 513.640.1781. For your security, please note that this number is a registered commercial business line. This registration prevents our communications from being flagged



as 'spam' and ensures you are connecting with a verified, legally recognized professional entity

- **Response Time:** While I am often not immediately available, I strive to reply to all messages within 24 hours.
- **Crisis Situations:** Please do not send crisis or emergency communications via the portal, text, or voicemail, as I may not see them in time to provide immediate support.
IMPORTANT - In a Mental Health Crisis: Immediately dial 988 or go to your nearest emergency room for urgent care and support.

Social Media and Telecommunication

In alignment with the NASW Code of Ethics (Section 1.06: Conflicts of Interest and Section 1.07: Privacy and Confidentiality), I maintain strict professional boundaries regarding social media:

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, TikTok, LinkedIn, etc). Adding clients as friends can compromise confidentiality and privacy while blurring the boundaries of the therapeutic relationship.

Electronic Communication

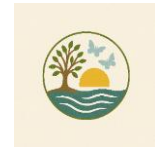
I cannot ensure the confidentiality of any form of communication through electronic media, including text messages.

- **Scheduling:** If you prefer to use email or text for scheduling or cancellations, I will do so.
- **Limitations:** I cannot guarantee immediate responses. Please do not use these methods to discuss therapeutic content or request assistance for emergencies.

Telehealth Rights and Information (Ohio & Kentucky)

In accordance with Ohio (OAC 4757-5-13) and Kentucky (201 KAR 23:170) administrative regulations, services provided via electronic means (Internet, video, telephone, etc.) are governed by specific clinical and legal standards.

- **Right to Withdraw:** You retain the option to withhold or withdraw consent for telehealth at any time without affecting your right to future care or risking the loss of any program benefits.
- **Confidentiality:** All existing confidentiality protections and mandated reporting laws apply equally to telehealth as they do to in-person sessions.
- **Access to Information:** Your access to all medical information transmitted during a telehealth consultation is guaranteed, and copies are available for a reasonable fee.



- **Consent for Data:** Your identifiable images or information from telehealth interactions will not be shared with researchers or other entities without your explicit consent.

Potential Benefits and Risks

- **Benefits:** Improved communication capabilities, convenient access to care, reduced costs, better continuity of care, and a significant reduction in lost work time and travel costs.
- **Risks:** A primary risk includes my inability to make certain visual or olfactory (scent-based) observations that may be clinically relevant. This may result in my being unaware of information that you might not recognize as significant enough to present verbally.

Minors

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

Termination of Treatment and Discharge Policy

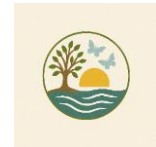
In alignment with the NASW Code of Ethics (Section 1.16: Termination of Services), I am committed to ensuring that services are ended professionally and ethically.

- **The Termination Process:** Ending relationships can be difficult; therefore, a termination process is important to achieve closure.
- **Clinical Decision-Making:** I may terminate treatment after appropriate discussion if I determine that psychotherapy is not being effectively used or if you are in default on payment.
- **Open Dialogue:** I will not terminate the relationship without first discussing and exploring the reasons and purpose of doing so.
- **Referrals:** If therapy is terminated for any reason, I will provide you with a list of qualified psychotherapists.
- **Administrative Discharge:** Should you fail to schedule an appointment for **three consecutive weeks**, unless other arrangements have been made in advance, I must consider the professional relationship discontinued for legal and ethical reasons.

II. Notice of Privacy Practices

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

My Pledge Regarding Health Information



I am required by law to maintain the privacy of your protected health information ("PHI"), give you this notice of my legal duties, and follow the terms of the notice currently in effect. I can change the terms of this Notice, and such changes will apply to all information I have about you.

How I May Use and Disclose Health Information About You

Under federal privacy regulations (HIPAA) as applied in Ohio and Kentucky, certain exceptions allow for the disclosure of PHI without your written authorization:

1. Treatment, Payment, and Healthcare Operations

- **Clinical Consultations:** I may disclose information to another licensed healthcare provider to assist in your diagnosis and treatment.
- **Full Information Standards:** Disclosures for treatment purposes are not limited to the "minimum necessary" standard, as providers require comprehensive access to your record.
- **Coordination of Care:** Includes the management of your care with third parties and referrals.

2. Lawsuits and Legal Disputes

- **Court Orders:** Information may be disclosed in response to a court or administrative order.
- **Subpoenas & Discovery:** In disputes involving a child, I may disclose information in response to a subpoena or discovery request, typically after efforts have been made to notify you.

3. Uses and Disclosures Requiring Your Authorization

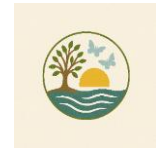
- **Psychotherapy Notes:** I do keep "psychotherapy notes" (as defined in OH 45 CFR § 164.501 and KY 201 KAR 23:080). Any use or disclosure of such notes requires your Authorization unless it is for my use in treating you, defending myself in legal proceedings, or as required by law (e.g., health oversight or averting a serious threat).
- **Marketing/Sale of PHI:** I will not use or disclose your PHI for marketing purposes or sell your PHI.

4. Uses and Disclosures Not Requiring Your Authorization

Subject to limitations, I may disclose PHI for:

- Public health activities (reporting abuse/neglect).
- Health oversight activities (audits/investigations).
- Judicial/Administrative proceedings.
- Law enforcement purposes (crimes on premises).
- Coroners or medical examiners.
- Research purposes.
- Specialized government functions (military, national security).
- Workers' compensation compliance.
- Appointment reminders and treatment alternatives.

5. Uses and Disclosures Requiring an Opportunity to Object



- **Family and Friends:** I may provide PHI to a family member or friend involved in your care unless you object.

Your Rights with Respect to Your PHI

- **Request Limits:** Right to ask me not to use or disclose certain PHI. (I am not required to agree if it affects your care).
- **Out-of-Pocket Restrictions:** Right to restrict disclosures to health plans if you paid for the service in full out-of-pocket.
- **Communication Choice:** Right to ask me to contact you in a specific way or address.
- **Access & Copies:** Right to get an electronic or paper copy of your medical record (excluding psychotherapy notes) within 30 days.
- **Accounting of Disclosures:** Right to a list of instances where I shared your PHI for purposes other than treatment, payment, or operations.
- **Correct or Update:** Right to request a correction if you believe information is incorrect or missing.
- **Notice Copy:** Right to a paper or electronic copy of this notice.

III. Records and Substance Use Treatment (Ohio & Kentucky)

In accordance with federal regulations (42 CFR Part 2) and the HIPAA Privacy Rule, records pertaining to substance use disorder (SUD) treatment receive a higher level of protection.

Enhanced Federal Protections

As of February 16, 2026, federal rules have aligned 42 CFR Part 2 more closely with HIPAA, but strict safeguards remain:

- **Stringent Confidentiality:** SUD records typically cannot be shared without your specific written consent, except in rare emergencies or specialized court orders.
- **Prohibition on Redisclosure:** Recipients generally cannot share your SUD information further without additional authorization.
- **Legal Protection:** Records cannot be used in criminal investigations against you without a specific court order or your consent.

Your Rights regarding SUD Records

- **Single Consent Option:** You may sign a broad consent for treatment, payment, and operations, or opt for restricted, case-by-case authorizations.
- **SUD Counseling Notes:** These are kept separate and require specific authorization for release.
- **Right to Accounting:** You have the right to request a list of disclosures made regarding your SUD treatment.



NOTE: For further details, visit <https://www.hhs.gov/hipaa/for-professionals/special-topics/mental-health>.

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of the HIPAA Notice of Privacy Practices.

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