

# Client Service Agreement and Notice of Privacy Practices and Client Rights

Welcome to Elena Kaiser Counseling Services. This document outlines the professional services and business policies of our practice and describes how your medical information may be used and disclosed for treatment, payment, health care operations, and other purposes permitted or required by law. This information is known as Protected Health Information (PHI). Our practice is committed to protecting the confidentiality and security of your PHI, in accordance with applicable laws, including the Health Insurance Portability and Accountability Act (HIPAA) and professional ethics guidelines. We reserve the right to update this Notice of Privacy Practices as needed.

Please read this document carefully and feel free to ask any questions you may have. Your signature on this document represents an agreement between you and Elena Kaiser Counseling Services.

## **Therapeutic Services and Appointments**

Psychotherapy is a collaborative process that adapts to your unique needs and concerns. Our sessions typically last 50 minutes, and the frequency of sessions will vary based on your individual requirements. The initial sessions involve an evaluation of your needs and whether our services align with your treatment goals. Open communication is essential to the success of your therapy, both during and outside of sessions.

## **Cancellation Policy**

Appointments should be canceled at least 24 hours in advance. Failure to cancel or missed appointments will be subject to the full session fee. We will make efforts to reschedule if possible, but insurance companies do not reimburse for missed sessions. Extenuating circumstances will be considered, and we encourage timely communication.

## **Professional Fees and Payment**

The standard fee for an hourly session is \$200.00, unless an alternative fee arrangement has been agreed upon with your therapist. Additional professional services may be billed at a prorated hourly

rate, including report writing, telephone consultations, and attendance at meetings with authorized professionals. If your therapist is required to participate in legal proceedings, you are responsible for payment, including preparation and transportation costs. Payment is expected at the time of each session unless other arrangements have been made in advance.

If financial difficulties arise, please discuss them with your therapist. They may be open to negotiating a temporary fee adjustment or payment installment plan. You may terminate treatment at any time, but payment remains due for services received. You will be notified of fee increases at least 30 days in advance.

If your account balance remains unpaid for more than 60 days and no payment arrangements have been established, we reserve the right to use legal means to collect payment. You will be notified in writing before any such actions are taken.

### **Insurance Reimbursement**

While we accept BCBS (Blue Cross Blue Shield) insurance directly, for all other insurance providers, we will provide the necessary documentation for you to submit your claims independently. It is essential to comprehend your insurance coverage and benefits, such as deductibles, co-pays, and the total number of covered sessions. You are responsible for full payment, and please note that insurance companies do not reimburse for missed appointments.

Utilizing insurance for reimbursement necessitates the disclosure of pertinent information, including clinical diagnoses. We are committed to sharing the minimum necessary information. We recommend that you reach out to your insurance company or our billing specialist to gain a comprehensive understanding of your coverage.

### **Contacting Your Therapist**

You may leave confidential voicemails for your therapist, which are typically returned within 24 hours on business days. While email and text messaging may be used for scheduling or non-sensitive communication, it is not recommended for sharing personal information due to security concerns. We do not interact with clients on social networking websites to protect your confidentiality.

If your therapist is unavailable due to vacations or other circumstances, you will be informed in advance and provided with an alternative contact if necessary. In emergencies, call 911 or visit the nearest emergency room. If the nature of your concerns exceeds our capabilities, we will offer referrals.

### **How We May Use and Disclose Health Information About You**

The confidentiality of your communication with your therapist is privileged and may not be disclosed without your written authorization or under specific, limited circumstances permitted by applicable laws. We may use and disclose your PHI for:

**Treatment:** PHI may be used to provide, coordinate, or manage your health care treatment with your consent.

**Consultation:** We may discuss cases with other professionals as part of continuing education and providing high-quality care.

**Payment:** PHI may be used for payment-related activities, including processing insurance claims, with your authorization.

**Health Care Operations:** PHI may be used for business activities such as quality assessment, employee review, and licensing, while safeguarding confidentiality.

**Required by Law:** We must disclose your PHI upon your request and to the Secretary of Health and Human Services for privacy rule compliance.

Without your authorization, specific situations may require the disclosure of your PHI, including:

**Child Abuse or Neglect:** We must report any reasonable suspicion of child abuse or neglect.

**Abuse/Neglect of the Elderly:** If we suspect abuse or neglect of an elderly person, we must report it.

**Duty to Warn:** If you pose a clear, imminent risk of harm to yourself or others, we may need to take protective actions.

**Risk of Self-Harm:** If you are at risk of serious harm to yourself, we may need to disclose information to prevent harm.

**Legal Proceedings:** If you are involved in a legal proceeding, we may be required to disclose information as mandated by the law.

**Health Oversight Activities:** PHI may be disclosed to government agencies conducting health oversight activities.

**Law Enforcement:** We may disclose PHI as required by law, with your written consent, a subpoena, or court order.

Verbal permission may be obtained to share information with family members directly involved in your treatment. Information about deceased patients may be disclosed as required by law or based on your prior consent.

With your written authorization, we may make other uses and disclosures not specifically permitted by law.

**Professional Records and Client Rights**

Your clinical records include medical and mental health information, billing and insurance records, and other records relevant to your care. You have the right to request a copy of your clinical record, request amendments, request restrictions on information use, and request an accounting of disclosures. You may also request confidential communications. If there is a breach of your health information, you will be notified.

**Complaints**

If you believe we have violated your privacy rights, you can file a complaint with our Privacy Officer or the Secretary of Health and Human Services. We will not retaliate against you for filing a complaint.

**Minors**

Treatment of minors must be authorized by a parent or guardian. Parents/guardians of children have the right to access their child's treatment records and authorize information release. Minors between 12 and 18 have the right to limit parental access to their mental health records.

Your signature below indicates your acceptance of the terms and agreement with Elena Kaiser Counseling Services:

Client Signature (if age 12 or older)

Date

Witness Signature

Date

Parent/Guardian Signature

Date

Witness Signature

Date