# COUNSELING SERVICES FOR WELLBEING

# Issy Kleiman, MA, LMFT

## **Purpose of This Disclosure:**

Welcome to Counseling Services for Wellbeing. Your client rights are important both legal and ethically. In order to provide you with the best care possible, we want our clients to have as much pertinent information as possible.

Disclosure of Information, Policies, and Client Agreement:

"Counselors practicing counseling for a fee must be registered or certified with the Department of Licensing for the protection of public health and safety. Registration of an individual with the Department does not include recognition of any practice standards, nor does it necessarily imply effectiveness of treatment." (WAC 308-109-040)

Counselor Credentialing Act: The purpose of this law is to provide protection for public safety and to empower the citizens of the state of Washington by providing a complaint process against those counselors who would commit acts of unprofessional conduct.

I am a Licensed Marriage and Family Therapist and am registered with the WA State Department of Health. My credential number is: LF60032200.

Client Rights and Confidentiality

- 1. You have the right to refuse treatment.
- 2. You have the right to choose the provider and treatment modality that best suits your needs.
- 3. You have the right to confidentiality to the extent that it is protected by law. This means that what we discuss will

be kept between the client and the professional staff of this agency. Information will not be released without your written consent except in the following exceptions:

- (a) A communication that reveals the contemplation or commission of a crime or harmful act
- (b) There is a clear threat to do serious harm to self or others.
- (c) Any evidence of abuse or neglect of a child, dependent adult or a developmentally disabled person. My testimony may be subpoenaed by a court of law or by the director of the Department of Licensing. Confidentiality is null and void in the event you bring legal charges against me. It is standard practice for me to consult with a supervisory consultant about your case. Your name and any identifying information will be kept strictly confidential.
- 4. You have the right to know my education, training and treatment orientation.
- 5. You have the right to know the proposed course of your treatment.
- 6. You have the right to know all financial requirements.

- 7. You have a right to see a copy of the treatment record that I keep of our sessions. You have the right to request me to correct that record. I will not disclose your record to others without your written consent unless the law authorizes or requires me to do so.
- 8. You have the right to lodge a grievance with the State of Washington Department of Licensing if you feel your rights have been violated.

Counseling Services for Wellbeing is a group practice operating with shared office space and file cabinet storage. Business partner(s) may have access to your files and your information may be shared with partner(s) for the purpose of case consultations. A secured encrypted program is used according to HIPAA.

#### Licensure:

As a Licensed Marriage and Family Therapist (LMFT), I receive ongoing supervision from Bill Forisha, Ph.D., LMFT. I participate in peer review and case consultation with other professional therapists to ensure that I am providing the best care possible, in the most ethical way possible. I do not disclose names or details that would allow identification of clients during this process.

## **Therapist Background Information:**

I received my Bachelors of Arts (BA) from the University of Florida. I then went on to receive my Masters in Psychology (with the emphasis on Couples and Family therapy) from Antioch University. I worked for two years at The Crisis Clinic. I have 14 years of counseling experience with adults, children, youth, families and couples. I have owned, operated and maintained my private practice since October 2004 to present. I am an approved supervisor for the AAMFT.

## **Therapy Techniques and Approaches:**

My approach is personalized to the needs of the client. I draw from structural family therapy, systems, cognitive, behavioral, narrative, symbolic experiential and existential therapy approaches. I strive to create a safe and trusting environment, with the understanding that this provides an atmosphere conducive to insightful awareness and change. I work with all age groups, both individuals and families.

#### **Billing Rates and Procedures:**

My private pay rate for therapy is \$160 per hour	for individuals,	, \$170 բ	per hour	for families.	The charge
for the initial intake session is \$190.00	(client's initia	als).			

Payment is due at the time of service.

There are a limited number of reduced fee session blocks available for those clients who qualify. Qualification for a reduced fee session is based on gross income and number of dependents. In order to utilize my time most effectively, I have a firm 48-hour cancellation policy. You will be charged \$100 for cancellations with less than 48 hours' notice or missed appointments.

#### **Fee Collection**

Fees are ordinarily due and payable upon the delivery of services. Please let us know promptly if you are unable to pay in a timely manner and we can negotiate a payment plan. Although all reasonable or ordinary efforts will be made to aid you in the processing of insurance claims, responsibility for payment of fees incurred rests with the client. Time lost due to sessions beginning later than scheduled may be charged against the client's account. We are not able to bill late cancellation or missed appointment fees to insurance.

#### Insurance

I do accept insurance and have a billing person to verify and bill for insurance. Co-pays and co-insurance must be paid at the beginning of each session. As a provider, I must emphasize that my relationship is with the patient, not the insurance company. While the filing of insurance claims is a courtesy that I extend to my patients, all charges are ultimately the patient's responsibility.

The billing department will bill insurance companies and patients' outstanding balances that may result from co-pays, co- insurance and deductibles. For clients who pay at the time of service and would prefer to submit the bill to their insurance company for reimbursement, I can give you a receipt of payment for services provided and you can send it into your insurance for reimbursement based on your agreement with your insurance company. You will be contacted by my billing agency by phone and mail for unpaid balances that exceed 60 days. Unpaid balances that exceed 90 days are assigned to a collection agency for recovery; some identifying confidential information will be released in this process.

NOTE: Health Insurance Coverage changes and updates are the sole responsibility of the subscriber. The billing company will verify coverage with the information provided by you. I offer no guarantees in this regard nor assume any responsibility to guarantee the availability of such coverage.

## **Telephone Conversations**

There is an expectation that phone conversations are not an extension of therapy. Occasional (less than once a week) short conversations (usually less than five minutes) may be appropriate and necessary. Further consultation via phone or email in excess of this will be subject to my case consultation fee at the rate of \$160/ hour and will be billed privately. I make every attempt to return urgent calls within 1 hour and non- urgent calls within 24 hours.

## **Scheduling Appointments/Emergency Contact**

All appointments are scheduled by calling 206-242-8211, the administrative team will assist. In the event of an emergency you can also call me at this number and press extension 200. If I cannot be reached in a timely manner, please contact the CRISIS HOTLINE at 206-461-3222 or dial 911 if you are in imminent danger to yourself or others.

#### **Vacations**

I will give you reasonable notice before I take vacation leave. If necessary, I will provide a referral to a colleague in the event that you should need more consistent coverage. Please follow above protocol for emergency care.

#### The Privilege of Confidentiality and its Exceptions

According to state and federal laws and/or the ethics of my profession, what a client discloses in therapy is confidential information. However, there are exceptions under which confidentiality is legally waived: disclosure of abuse or neglect of dependent persons, disclosure of a client being dangerous to themselves or others, and when a therapist is ordered by a court to disclose information about a client. Since maintaining confidentiality between family members may reduce my ability to work effectively on behalf of all my clients, I request that domestic or intimate partners and/or married persons or divorced parents (when working on issues related to their children), and members of the same nuclear family waive their right to confidentiality among themselves or among each other. This does not mean that I will necessarily disclose to one or more family members what another family member(s) discussed in a counseling session. It does mean that I may do so, if I deem it necessary for the success of the work in

progress. The client's(s') waiver(s) of the privilege of confidentiality in this regard is (are) thereby given by the signature(s) below. The client's(s') waiver of the privilege of confidentiality as regards any release of information to a designated insurance company and/or to professional collection agencies and/or to other relevant professionals utilized by Issy Kleiman, LMFT as consultants on any issue that may arise in conjunction with services provided to the client(s) is (are) also given by the signature(s) below. The client also acknowledges and accepts that other than the occasional use of designated questionnaires, the occasional notation, notes taken during therapy, and occasional email correspondence (see below), it is not the usual practice of Issy Kleiman, LMFT to provide such notes to third parties.

#### Risks Associated with the Use of E-mail, Texting or any form of Electronic Communication

I (we) understand and accept that confidentiality, otherwise provided by Issy Kleiman, LMFT according to the terms above, may be at risk by his using and/or our using email and/or Skype and/or other internet means of communication and/or telephone for the transmission of information related to our healthcare and treatment. For instance, I (we) realize that unknown or third parties may electronically intercept our personal information. I (we), hereby, accept all such risks and authorize Issy Kleiman, LMFT to communicate electronically by using Skype and/or the telephone and/or the email address(es) provided below as well as any email addresses provided by my (our) insurance carrier.

#### **Notice of Privacy Practices**

Your Information. Your Rights. Our Responsibilities.

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

## **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

#### **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

Our Uses and Disclosures

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

#### **Your Rights**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

#### Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

## Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say "yes" to all reasonable requests.

#### Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say "yes" unless a law requires us to share that information.

## Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

#### **Your Choices**

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

• We may contact you for fundraising efforts, but you can tell us not to contact you again.

#### **Our Uses and Disclosures**

How do we typically use or share your health information?
We typically use or share your health information in the following ways. Treat you
We can use your health information and share it with other professionals who are treating you.
Example: A doctor treating you for an injury asks another doctor about your overall health condition.

## Run our organization

We can use and share your health information to run our practice, improve your care, and contact you when necessary. Example: We use health information about you to manage your treatment and services.

## Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities. Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

## Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research. Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law

• For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your

information.

- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: <a href="https://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html">www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html</a>.

## **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Your Privacy Contact: Issy Kleiman MA, LMFT 15811 Ambaum Blvd SW Suite 110 Burien, WA 98166

Phone #: (206) 242-8211

## Contractual Agreement Between Client(s) and Issy Kleiman, MA, LMFT

## Notice of Disclosure statement and agreements

I have <u>carefully read and understand</u> the above and attached material and I understand and agree to the <u>conditions</u> specified above regarding the cost of services, the collection of fees, and the waivers of my right to confidentiality.

I also understand that I may rescind the waivers of my right to confidentiality at any time I choose to do so by notifying Issy Kleiman, MA, LMFT in writing.

## **Notice of Privacy Practices**

I acknowledge that I have received the full Privacy Notice. I have also received the Privacy Notice of the King County Mental Health Plan. Both of these are effective as of April 14, 2003.

Client's printed name (please print clearly)	Age	Date
Client's signature		Date
Client's printed name (please print clearly)	Age	Date
Client's signature		Date
Client's printed name (please print clearly)	Age	Date
Client's signature		Date
Therapist's signature		Date