

Achieving Family Wellness, LLC

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THIS FORM HAS FOUR PURPOSES:

1. It tells you what to expect from counseling: Your first visit will help us get a general understanding of your situation in order to determine how we might best help you. Because we want you to participate actively in planning your counseling, do not hesitate to ask questions.

2. This form serves as an Agreement between you and Achieving Family Wellness LLC, (here for referred to as provider). All business associates who are contracted by Achieving Family Wellness LLC, have signed a confidentiality waiver and are required to keep all information confidential. All providers keep their files separate from each other. You may revoke (cancel) this Agreement in writing at any time. That revocation will be binding on the provider listed in writing of Achieving Family Wellness LLC, unless we have already relied on this agreement to take action, or if your health insurer requires provider of Achieving Family Wellness LLC, to send information needed in order to process claims made for your services, or if you have not paid your bill in full.

3. This form also contains information about a federal law that affects your privacy rights. HIPAA (Health Insurance Portability and Accountability Act) regulates the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. HIPAA requires that we give you a Notice of Privacy Practices. The Notice, included in this Agreement, explains HIPAA's application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information. We will give you a copy of this Agreement, including the Notice.

4. This form explains our policies. Please let your counselor know if you have concerns or questions about these policies.

COUNSELOR INTRODUCTION AND PURPOSE OF COUNSELING

MY CREDENTIALS & WORK EXPERIENCE

I am a Licensed Clinical Social Worker with over 25 years of experience working in the medical and mental health field, specifically mental health counseling for the past five years. I have a Master of Science degree in Social Work and am a Licensed Clinical Social Worker in the state of Idaho # LCSW-37239.

I am trained and experienced in providing counseling one-on-one to adults, adolescents and children with specialized education and training in mental health counseling and children's trauma with additional experience in mood disorders, personality disorders, developmental behaviors, and family systems.

I believe that counseling should provide you with an opportunity to share your thoughts and concerns in an open and non-judgmental atmosphere. The counseling process is a collaboration between the counselor and the client, working as a team towards implementing healthy goals. You will need to take an active part in counseling by thinking about the things you talk about with your counselor as well as implementing new skills and behaviors outside of the counseling sessions. Counseling has been shown to have many benefits. However, there are no guaranteed results, and at times, a counseling session may leave you with unhappy feelings and it is not uncommon for some people to feel worse due to bringing emotions to the surface before they begin to feel better. When it is effective, counseling often leads to better relationships, solutions to specific problems, and feeling much less distressed. Not every counselor will be a good fit for every client. If there is a desire to end counseling before goals are met, an appropriate referral to another counselor who may be a better match for you and your concerns can be arranged.

APPOINTMENTS

The average range of time for an individual or couple/family appointment is between 40 and 60 minutes depending on the insurance plan or private payment. **Please remember that every time you schedule an appointment that time is reserved for you, therefore, I ask that you please provide at least 24 hours notice, including weekends and holidays if you are unable to keep your appointment. There will be \$45 late cancel or no show fee that is payable prior to your next appointment. If you are on a recurring weekly schedule and cancel/no show 2 appointments within a 6 week period you will be removed from the recurring schedule unless previously arranged with the office.** If you are over 15 minutes late, your counselor may cancel your appointment, and no-show fees will apply. There are times when your counselor may be unable to start your session on time. If your counselor is late, you will be given your full session time.

SESSION FEE'S and BILLING INSURANCE

Medical insurance that provides mental health and counseling benefits do so based on a medical model. This means your counselor will be required to provide your insurance with a medical diagnosis. Benefits are limited to those that are “medically necessary.” Many social, family and marriage problems are not deemed medically necessary and are therefore NOT covered by many insurance plans. Please talk with your counselor if you have questions regarding diagnosis and medical necessity.

Current standard fees for sessions:

\$100 per 45-minute clinical session

\$125 per 60-minute clinical session

\$145 per 60 (+) minute Initial Assessment

\$125 per 60-minute family session

Phone calls originated or requested by the client or on behalf of the client will be prorated at the \$125 per hour fee after 10 minutes.

20% discount will apply to those clients without insurance who pay in full on date of service.

All client insurance co-payments, account balances, and those session fees not being billed to insurance are to be paid in full at either at the beginning or end of the current day's counseling session. All balances due on accounts will need to be paid in full prior to the next scheduled appointment. Clients with outstanding balances at the end of the month will receive a statement due in full at the end of the month payable upon receipt to Achieving Family LLC. Please note that in the event your insurance provider does not pay for services, you are responsible for all fees. Your provider reserves the right to engage in collection proceedings using a 3rd party agency if your account becomes over 180 days' delinquent.

PROFESSIONAL STANDARDS

Counselors are required to adhere to the professional code of ethics adopted by the Idaho Social Worker Licensing Board. If you have reason to believe your counselor has acted in an unethical manner you have the right to file a complaint in writing to the Idaho Bureau of Occupational Licenses located at 1109 Main Street, Suite 220; Boise, ID 83702, or by phone at (208) 334-3233. You may, at any time seek a second opinion, or request to see another counselor. If you are dissatisfied with your counselor, it is your right and responsibility to seek another provider, or to terminate treatment (unless treatment has been court ordered). A referral to another provider will be given upon request.

CONFIDENTIALITY AND CLIENT RECORDS: NOTICE OF PRIVACY POLICIES AND PRACTICES

Federal and State laws governing confidentiality can be quite complex. This Notice explains some specific Patient Rights that you have under these laws.

CLIENT RECORDS—Achieving Family Wellness LLC, maintains a Clinical Medical Record file on your case, which is the property of Achieving Family Wellness LLC. Achieving Family Wellness utilizes electronic health files. Check with your provider to discuss how they are keeping their files secure. These files contain a copy of this intake paperwork, insurance/billing information, and a medical record documenting your session with your counselor, medical records received by other providers, and any medical releases you have signed.

You may examine and/or receive a copy of your file if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. Releasing records will be done in such a way that adheres to both the 2017 Code of Ethics as well as HIPAA guidelines. There may be a charge for writing reports or for copying materials. Requests will need to be approved by the Corbett Sousa, LCSW.

PLEASE NOTE: If you are being seen in couples, group, or family therapy, Idaho laws concerning confidentiality are not clear. Achieving Family Wellness LLC will not release information to other parties without your written permission of all individuals involved in the therapy session, except when allowed or required to do so by State or Federal law, unless a court order requires us to release information about your case.

CONFIDENTIALITY— Information provided by and to a client during therapy sessions is legally confidential if the counselor is a licensed counselor, or reasonably believed by the client to be so. If the information is legally confidential, the counselor cannot be forced to disclose the information without the client's consent with the following exceptions:

Information may be released to parents of minor children who have the legal right to access their children's medical information; counseling is a relationship built on trust. Children 14 years and older must provide written permission prior to release of records. If your child is between the ages of 12 and 18 your counselor will not meet with you without your child's knowledge and agreement unless the counselor feels it would be in your child's best interest. Although you acknowledge that you have the legal right to your child's records, you agree to not ask for said records without your child's knowledge and agreement, as to do so may damage the therapeutic relationship and could negate the progress your child has made in counseling.

When authorized by other state laws; If the counselor is a defendant to a civil, criminal, or disciplinary action arising from therapy; The client is a defendant in a criminal proceeding, and the use of confidential information would violate the defendant's rights to a compulsory process.

You may choose to engage in electronic communications (email or voice mail, texting) with your counselor. If you and your counselor choose to do so, it is important for you to understand that confidentiality may be difficult to guarantee in that format and correspondence will be limited and **will not** be used as counseling format. However, your counselor will follow guidelines as outlined in the ACA Code of Ethics, as well as HIPAA security requirements. Also, your counselor will not respond to any requests or comments on social media sites to preserve the client counselor confidentiality and professional boundaries of the relationship. **Texting will be limited to scheduling issues only. Please remember you may not receive a response to your communication for at least 24 business hours so any mental health emergency should be directed to the emergency room or 911.**

COURT APPEARANCES and LEGAL FEE'S

It is in your best interest to know that it is outside a counselor's area of expertise to be called as an expert witness for court cases. If you know, or believe, that you will be going to court and desire to have a counselor provide expert testimony, you will need to find a counselor who is qualified and specializes in that area of expertise. At times, a client may ask a counselor to appear in court on their behalf or the behalf of their children as a factual witness. You should be aware that a counselor who is called to testify on your behalf or behalf of your child, can result in a breach of confidentiality, and may not be in your or your child's, best interest. In the case where Achieving Family Wellness LLC, is subpoenaed on your behalf, or involved in court related processes, you agree to pay a retainer fee of \$1,200 due at the time the subpoena or court order is served. Whether or not a subpoena is served, charges of \$200 per hour will be made for the counselor's time for anything pertaining to legal issues including, but not limited to: phone calls/communication with all legal counsel involved in the process, drive time, wait time, court preparation/deposition time, court appearance time, paperwork preparation, and phone calls/communication with client regarding case, and any other time related to the case. Any additional charges after retainer is depleted will be charged at \$200/per hour. A separate form with all of Achieving Family Wellness's Financial Policies and Information is available upon request.

ACCESS TO CARE AND AFTER HOURS CRISIS SERVICES

Achieving Family Wellness LLC, does not offer after-hours crisis services. If you experience a life threatening mental health emergency outside of regular business hours, call 9-1-1 or go to the nearest Emergency Room. Routine appointments for any non-acute, non-life-threatening symptoms, causing mild distress will be scheduled within 10 business days. Urgent appointments for non-life-threatening symptoms that cause significant distress, or have recent onset will be scheduled as soon as possible, but no longer than 48 hours after request for appointment has been made. Non-life-threatening emergencies involving crisis and could lead to further deterioration will be scheduled as soon as possible, but not to exceed six hours following a request for an appointment. Client's with a life-threatening emergency will be seen immediately during business hours, or will be referred to the nearest emergency room. Optum Idaho members may call, 1-855-202-0973 if they are in crisis. The Idaho Suicide Prevention Hotline Number is 1-800-273-8255.

*This information is subject to change without notice at any time at the discretion of Achieving Family Wellness LLC. Updated copies will be available upon request.
Updated: June 14, 2018

Health Information Privacy

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Achieving Family Wellness LLC, may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions: “PHI” refers to information in your health record that could identify you. “Treatment, Payment and Health Care Operations”:

- *Treatment* is when Achieving Family Wellness LLC, provides, coordinates and manages your health care and other services related to your health care.
- *Payment* is when Achieving Family Wellness LLC, obtains reimbursement for your healthcare. Achieving Family Wellness LLC, may use collections agencies, an accountant, a billing manager, and technical support service for the billing software. As required by HIPAA, these businesses have signed contracts with us in which they promise to maintain the confidentiality of protected health information except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and a blank copy of the contract.
- *Health Care Operations* are activities that relate to the performance and operation of Achieving Family Wellness LLC,
- “*Use*” means activities within Achieving Family Wellness LLC, ’s practice such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you. Your counselor practices with other mental health professionals and also employs support staff. In most cases, your counselor needs to share information with support staff for purposes such as billing, scheduling, and quality assurance. Also, Achieving Family Wellness LLC, and clinical staff may consult with each other concerning our clients. Please let your counselor know if you would prefer that other clinical staff *not* be consulted about your case. During consultations, your therapist makes every effort to avoid revealing the identity of patients. The other professionals are also legally bound to keep the information confidential. All of the professional staff members are bound by the same rules of confidentiality, and all support staff have training in privacy rules and have agreed not to release any information outside of the practice without permission of a professional staff member.
- “*Disclosure*” means activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties. Your therapist may find it helpful to share information with your primary care physician or other health and mental health professionals who are currently treating you. Your signature on this Agreement is written, advance consent for us to release information to these professionals. A record of these disclosures will be kept in your Clinical Record.

USES AND DISCLOSURES REQUIRING AUTHORIZATION

Your counselor may use or disclose PHI for purposes outside of treatment, payment, and health care operations when authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your therapist is asked for information for purposes outside of treatment, payment and health care operations, she/he will obtain a written authorization from you before releasing this information. Your therapist will also need to obtain a separate authorization before releasing your psychotherapy notes. “*Therapeutic notes*” are notes your counselor has made about your conversations during a private, group, joint, or family counseling session, which your counselor has kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or psychotherapy notes) at any time. Achieving Family Wellness LLC, reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that is maintained. Achieving Family Wellness LLC, will provide you with a revised notice upon your request. You may not revoke an authorization to the extent that (1) your counselor has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

*Managed Care Insurance Release of Information – Many insurance providers now operate under a managed care model, including Blue Cross Connected Care and Optum Idaho, the insurance company who currently manages the mental health benefits for Idaho’s Medicaid program. Managed care networks require mental health providers to collaborate and exchange information pertaining to your treatment with primary care providers, care advocates, and potentially other providers involved in your behavioral health care. Specific items that may be included are: **Confirmation of Referral, History and Physical, Comprehensive Diagnostic Assessment, Treatment Plan, Significant changes in member condition/treatment goals, and discussion with Care Advocate: A more extensive explanation in writing is available upon request.** Tranquility Counseling subscribes to the philosophy of disclosing only the minimum amount of information necessary about you and your care with your managed care plan and your primary care physician. If you have any concerns about the type of information being share, please discuss this with you counselor.

USES AND DISCLOSURES WITH NEITHER CONSENT OR AUTHORIZATION

Your therapist may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If your therapist knows or suspects that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired person under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect, she/he is required by law to report that knowledge or suspicion to the Idaho Department of Health and Welfare, or a municipal or county peace officer.

- **Elder Abuse:** If your therapist has reasonable cause to believe that an elder is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, she/he is required by law to immediately report such belief to the Idaho Department of Health and Welfare Adult Protection Agency.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the psychologist-client (or counselor-client) privilege law. Achieving Family Wellness LLC, cannot provide any information without your (or your personal or legal representative's) written authorization. However, if a court orders Achieving Family Wellness LLC, to disclose information, we are required to provide it. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- **Serious Threat to Health or Safety:** If your counselor believes that you pose a clear and substantial risk of imminent serious harm to yourself or another person, she/he may disclose your relevant confidential information to public authorities, the potential victim, other professionals, and/or your family in order to protect against such harm. If you communicate to your counselor an explicit threat of inflicting imminent and serious physical harm or causing the death of one or more clearly identifiable victims, and your therapist believes you have the intent and ability to carry out the threat, then she/he is required by law to take one or more of the following actions in a timely manner: 1) take steps to hospitalize you on an emergency basis, 2) establish and undertake a treatment plan calculated to eliminate the possibility that you will carry out the threat, and initiate arrangements for a second opinion risk assessment with another mental health professional, 3) communicate to a law enforcement agency and, if feasible, to the potential victim(s), or victim's parent or guardian if a minor, all of the following information: a) the nature of the threat, b) your identity, and c) the identity of the potential victim(s).
- **Worker's Compensation:** If you file a worker's compensation claim, your counselor may be required to give your mental health information to relevant parties and officials.
- **If the client is a minor:** Both parents have access to the minor client's complete medical record, including counseling notes, unless there is a court order prohibiting one of the parents from access.
- **If a government agency** (such as Medicaid/Medicare) is requesting the information for health oversight activities, Achieving Family Wellness LLC, may be required to provide it to them.
- **If a client files a complaint** or lawsuit against Achieving Family Wellness LLC, or any of its counselors or staff, Achieving Family Wellness LLC, may disclose relevant information regarding that patient in order to defend itself.
- **Achieving Family Wellness LLC, and staff may present** disguised case material in seminars, classes, or scientific writings; in this situation, all identifying information and Protected Health Information is removed and client anonymity is maintained.
- **Your health insurance plan** has the right to review your clinical records for any services you have asked them to pay for. Unless your treatment is being paid for by a worker's compensation plan, a health insurance company is *not* entitled to see counseling notes, which are detailed notes your counselor may make concerning what you have talked about in therapy. However, they *are* entitled to see PHI in your clinical record, including information about dates of therapy, symptoms, your diagnosis, your overall progress towards those goals, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

CLIENT'S RIGHTS

- **Right to Request Restrictions** –You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your counselor is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, if you don't want family members to know you are seeing a counselor, you can have your bills sent to an alternate address.
- **Right to Inspect and Copy** – You have the right to inspect and/or obtain a copy of your, or your minor child's, PHI and counseling notes in your counselor's mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. There will be a charge for records and for copies made.
- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your counselor may deny your request.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the Privacy Notice from your counselor upon request, even if you have agreed to receive the Notice electronically.

COUNSELOR'S DUTIES

- Your counselor is required by law to maintain the privacy of PHI and to provide you with a notice of their legal duties and privacy practices with respect to PHI.

- Achieving Family Wellness LLC, reserves the right to change the privacy policies and practices described in this notice. Unless your counselor notifies you of such changes, however, the counselor is required to abide by the terms currently in effect.
- If Achieving Family Wellness LLC, revises their policies and procedures, they will be available from your counselor at your request within 24 business hours excluding weekends and holidays.

COMPLAINTS

Initial complaints should be addressed with your counselor. However, if you are concerned that your counselor has violated your privacy rights, or you disagree with a decision your counselor made about access to your records, you may contact the Idaho Department of Occupational Licenses.

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