

Basin and Range Practice Policies

GENERAL PRACTICE POLICIES FOR Basin and Range Counseling LLC ("Company)

APPOINTMENTS AND CANCELLATIONS: Appointments are 50-60 minutes (depending on insurance coverage) for individuals and couples. Requests to change the standard session time needs to be discussed with the therapist in advance and are subject to therapist availability. Appointments must be canceled or rescheduled at least 48 hours in advance. You will be responsible for the entire fee if cancellation or no-show is less than 48 hours in advance of the scheduled appointment time. Cancellation fee will not be applied in the following situations:

- Medical emergency of the client
- Medical emergency of a dependent of the client

Frequent cancellations or reschedules, even within the guidelines provided above, might be grounds for termination of services due to in-frequent attendance and disruptions to care. It is the client's responsibility to contact the therapist should there be a cancellation, need to reschedule, or no-show to the appointment. If the client does not contact the therapist within two weeks of cancellation/no-show to reschedule the appointment, then services will be considered terminated. This is necessary because a time commitment is made to you and is held exclusively for you.

PAYMENT AND BILLING: Company's fee is billed at \$150 per 50-60-minute individual or couples session. Company does accept insurance. Clients may log in to their client portal and obtain copies of statements or superbills. Clients are responsible for determining whether their insurance company reimburses for out of network providers. *Full payment is expected at the time of each appointment* unless otherwise arranged. Electronic card payments can be completed through the client portal. Cash and check are not accepted at this time. Upon request, monthly statements can be provided. Changes in the fee structures are reviewed and may be modified with at least 30 days notice prior to it taking effect.

ATTENDANCE:

In order to meet your treatment goals and Company to provide ethical care, it is necessary that you attend fully and regularly according to a previously agreed upon frequency of sessions. If you are running late to a session, it is your responsibility to contact Company immediately. Regardless of contact, the counselor will wait for 10 minutes after the start of a session. If you are more than 10 minutes late for your session, regardless of contact, your session will be considered a no-show, the remainder of your session time will be forfeited, and you will be charged the full fee.



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Frequent tardiness or ending session early, even within the guidelines provided above, might be grounds for termination of services due to disruptions to care.

TELEPHONE ACCESSIBILITY: Company is available for contact via email or phone call. If you need to contact the counselor between sessions, please leave a voicemail message or send an email through the client portal. Counselor is not available through text messaging. Voicemail cannot be used as an emergency service and there is no guarantee of a timely response. If a true emergency arises, please call 911 or contact any local emergency room.

CRISIS SITUATIONS

It is your responsibility to seek the appropriate emergency care for any mental health crisis. Should you experience a mental health crisis in-between scheduled sessions, please contact the following entities for care: call 911, call/text 988 (crisis hotline) or go to your nearest emergency room.

Please keep Company appraised of any mental health crisis but be aware that Company cannot guarantee accessibility in-between scheduled sessions.

SOCIAL MEDIA AND TELECOMMUNICATION: Due to the importance of your confidentiality and the importance of minimizing dual relationships, Counselors do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). Adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can discuss further.

Appointment reminders might be sent via text message or email using a client portal. These messages can be used for scheduling purposes only.

ELECTRONIC COMMUNICATION: Company cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email for issues regarding scheduling or cancellations, Company will do so. Company cannot guarantee immediate responses and requests that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. If you and your therapist chose to use information technology for some or all of your treatment, you understand and acknowledge that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine and telecommunications. Potential benefits include, but are not limited to improved



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communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

CLINICAL NOTES: Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

TERMINATION: Ending relationships can be difficult. Therefore, it is important to have a termination process in place in order to achieve closure. The appropriate length of the termination depends on the length and intensity of the treatment. Company may terminate treatment after appropriate discussion with you and may terminate the relationship if Company determines, in its sole discretion, that the psychotherapy is not being effectively used or if you are in default of any terms of service. Company will not terminate the therapeutic relationship without informing you of the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, Company will provide you with a list of referrals but make no representation or warranty with regard to any referrals. You may also choose someone on your own or from another referral source. Should you fail to schedule an appointment for two consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, Company must consider the professional relationship discontinued.

Acknowledgement of Receipt General Practice Policies

By signing below, I certify:

- That I have read or had this form read and/or explained to me.
- That I fully understand its contents including the risks and benefits of telehealth.



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• That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

Signature:		
Print Name:		
Date:		

PRIVACY POLICIES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU MAY ACCESS THIS INFORMATION. PLEASE REVIEW CAREFULLY.

CONFIDENTIALITY: Company understands that health information is personal and is committed to protecting health information about you. Company will create a record of the care and services which is necessary to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by Company and about the ways in which it may use and disclose health information about you. Described in this notice are your rights to the health information Company keeps about you, and certain obligations Company has regarding the use and disclosure of your health information. By law Company is required to:

- Make sure that protected health information ("PHI") that identifies you is kept private.
- Give you this notice of Company's legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- Company can change the terms of this Notice, and such changes will apply to all information Company has about you. The new notice will be available upon request and on Company website.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: The following categories describe different ways Company uses and discloses health information. Not every specific use or disclosure in a category will be listed. However, all of the ways Company is permitted to use and disclose information will fall within one of the categories:

• For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written



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authorization, to carry out the health care provider's own treatment, payment or health care operations. Company may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

- Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. Treatment includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.
- Lawsuits and Disputes: If you are involved in a lawsuit, Company may disclose health information in response to a court or administrative order. Company may also disclose health information about you or your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

WHEN DISCLOSURE REQUIRES YOUR AUTHORIZATION:

- Psychotherapy Notes are made and kept. Any use or disclosure of such notes requires your Authorization unless the use or disclosure is: a. For Company use in treating you. b. For Company use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy. c. For Company use in defending Company or its employees or agents in a legal proceeding. d. For use by the Secretary of Health and Human Services to investigate compliance with HIPAA. e. Required by law and the use or disclosure is limited to the requirements of such law. f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes. g. Required by a coroner who is performing duties authorized by law. h. Required to help avert a serious threat to the health and safety of others.
- As a psychotherapist, Company will not use or disclose your PHI for marketing purposes.
- As a psychotherapist, Company will not sell your PHI.

WHEN DISCLOSURE DOES NOT REQUIRE YOUR AUTHORIZATION: Subject to certain limitations in the law, Company can use and disclose your PHI without your Authorization for the following reasons:

- When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
- For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
- For health oversight activities, including audits and investigations.



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- For judicial and administrative proceedings, including responding to a court or administrative order.
- For law enforcement purposes, including reporting crimes occurring on Company premises.
- To coroners or medical examiners, when such individuals are performing duties authorized by law.
- For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
- Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counterintelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
- For workers' compensation purposes. In order to comply with workers' compensation laws.
- Appointment reminders and health related benefits or services. Company may use and disclose your PHI to contact you to remind you that you have an appointment with me. Company may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that are offered.

CERTAIN USES AND DISCLOSURES REQUIRING YOUR OBJECTION: Company may provide your PHI to a family member, friend, or other person that you provide consent to be involved in your care or the payment for your health care. The opportunity to consent may be obtained retroactively in emergency situations.

YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

- The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask Company not to use or disclose certain PHI for treatment, payment, or health care operations purposes. Company is not required to agree to your request if Company believes it would affect your health care.
- The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
- The Right to Choose How Company Send PHI to You. You have the right to ask Company to contact you in a specific way or to send mail to a different address, and Company will agree to all reasonable requests.
- The Right to See and Get Copies of Your PHI. Other than psychotherapy notes, you have the right to get an electronic or paper copy of your medical record and other information. Company will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and may charge a reasonable fee for doing so.
- The Right to Get a List of the Disclosures Made. You have the right to request a list of instances in which Company has disclosed your PHI for purposes other than treatment, payment,



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or health care operations, or for which you provided an Authorization. Company will respond to your request for an accounting of disclosures within 60 days of receiving your request. This list will include disclosures made in the last six years unless you request a shorter time. Company will provide the list to you at no charge, but if you make more than one request in the same year, Company may charge you a reasonable fee for each additional request.

- The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that Company correct the existing information or add the missing information. Company may reject your request, but will inform you why in writing within 60 days of receiving your request the reasons.
- The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice and get a copy by e-mail. Even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

Acknowledgement of Receipt of Privacy Policies

By signing below, I certify:

- That I have read or had this form read and/or explained to me.
- That I fully understand its contents including the risks and benefits of telehealth.
- That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

Signature:		
Print Name:		
Date:		