



## **PARTICIPATION AGREEMENT AND STATEMENT OF RIGHTS**

### Counseling Process:

Sessions are scheduled 50-60 minutes in length. Unless otherwise discussed, weekly sessions are recommended initially (the first 6-8 sessions). The reason for this is so that we can gain “traction”. Therapy is similar to exercise and nutrition in that consistency and repetition can lead to better success. It is difficult to see results in therapy if we do not have trust and a rapport. Seeing each other on a weekly basis allows us the opportunity to get to know each other and ultimately work in a deeper and more productive way. Part of the process is looking for patterns in thinking and behavior to create long-term change. In most cases I ask that you commit to your treatment for a minimum of 3 months.

Your counselor will give homework assignments for you to work on between sessions. Your active participation, both in and out of session, is crucial to this process.

In the first session we will discuss what brought you to therapy (as an individual or as a couple). You will have a chance to ask any questions and by the end of the first session I can offer you some initial impressions of what our work may include. Since it is impossible to get all the information in the first session alone, the first few sessions will involve a comprehensive evaluation of your needs. If you have any questions about my procedures, I encourage you to ask at any time.

The termination of counseling can be determined by you or your counselor at any time. Whether you decide to cease therapy indefinitely or for a period of time, the discontinuation of our work together is an opportunity for a “healthy good-bye.” As such, making the decision to stop our work is meant to be a mutual process that involves some discussion beforehand. Part of what we will discuss is how you will know if or when you need to come in again or if an occasional “check-in” may be helpful. If it is not possible for you to phase out of therapy, I recommend one or two termination sessions.

Noncompliance with treatment recommendations may result in early termination of services. If at any time you have questions about our work or are unhappy with the services provided, I strongly encourage you to talk with me about it. If at any time you wish to consult with another therapist, I can assist you in finding a qualified professional. Failure or refusal to pay for services can result in termination. If at any time your financial situation changes in a way that impacts your ability to pay for services, please discuss this with me.

### Benefits of Counseling:

While counseling can be a lot of work, it has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolution to specific problems. But there are no guarantees about what will happen. You and your counselor will work together to maximize the benefits of the counseling process.

### Risks of Counseling

While benefits are expected from the counseling process, there are also some risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt anxiety, anger, frustration, loneliness and helplessness. Therapy often times needs to go deep and requires discussing unpleasant or uncomfortable aspects of your life. Rather than turning away from our suffering, healing sometimes requires an exploration into the depth of the wounds that fuel our beliefs, feelings, and behaviors. It is impossible to predict the extent to which you experience these changes.

### Confidentiality

The confidentiality of all communications between a client and a therapist is generally protected by law. Your therapist cannot and will not tell anyone else what you have discussed or even that you are in therapy without your written permission. In most situations, your information can only be released to others if you sign a written Authorization form. With the exception of certain specific situations described below, you have the right to confidentiality of your therapy.



There are several exceptions in which your therapist is legally bound to take action even though that requires revealing some information about a patient's treatment. The legal exceptions to confidentiality include, but are not limited, to the following:

- Where there is a reasonable suspicion, evidence, or report of abuse/neglect to children, elderly or disabled persons.
- If there is good reason to believe you are a danger to yourself or others.
- If a judge through a court orders a counselor to do so or otherwise required by law
- In the case of law enforcement emergency or a national security issue as determined by the government.
- Where insurance is billed, they may request access to some information within your file.
- To the extent necessary for emergency medical care to be rendered.
- To the extent necessary, to make a claim on a delinquent account via a collection agency

There may also be times when your therapist may find it beneficial to consult on a case. Staff consultation is an important aspect of serving a clients' needs. Some cases may be discussed in a professional consultation in order to ensure you are receiving the best possible care. These cases will be discussed with non-identifying information, unless you have given consent. The consultant is also legally bound to keep the information confidential.

#### Counselor Credentials:

I obtained my bachelor's degree in Psychology from Lewis-Clark State College in 2002 and my Master's Degree in Counseling from Boise State University in 2009. I am a Licensed Clinical Professional Counselor within the State of Idaho. While I utilize a variety of approaches, my primary theoretical orientations are Humanistic, Solution Focused, and Cognitive Behavioral. I have also been trained in EMDR.

You can confirm my license information on the [ibol.idaho.gov](http://ibol.idaho.gov) website LCPC-5254. You can find contact information for the board if it is necessary to file a complaint on this website as well as below.

#### Fees and Payment:

The fee for an initial diagnostic interview is \$153, which is required by all insurances. My hourly fee is \$130. Phone conversations or document preparation with client's or on the client's behalf lasting longer than 15 minutes will incur a \$30 fee (for each 15 minute interval), which will not be covered by insurance.

All fees and copays are due at the time of service, unless prior arrangements have been made. Any session fees declined coverage by insurance company are the full financial responsibility of the client. A 3<sup>rd</sup> party billing company, Boise Elite Medical Billing, will be utilized to bill insurance and compile invoices. This billing company will have information about you including your contact information and your insurance required diagnosis.

In the case of a returned check for insufficient funds, a \$20 fee will be assessed to cover bank processing fees. A third party collection agency may be utilized if you default on the terms of the payment option and fail to pay the full balance due.

#### Insurance:

Your counselor accepts payment directly from some insurance companies, and is a participating provider on several plans. Please note that each counselor must individually credential for each insurance company. It would be difficult to become a preferred provider for every insurance company available. Kama Hiner, works out of two offices, and each location must also be credentialed. It is **your** responsibility to make sure that you verify your mental health benefits, the therapist you are seeing, and the location you are seeing them at. In the event that your counselor is not a preferred provider for your insurance company, you may request a monthly invoice which you can submit to your insurance to obtain out-of-network(OON) reimbursement, or request that your counselor submits claims on your behalf for OON reimbursement.



**Most insurance companies require a formal diagnosis with their claims. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. A mental health diagnosis becomes part of your permanent medical record and cannot be changed. This diagnosis may carry long-term consequences including limited access to life insurance benefits or implications for military personnel, as well as others.**

Most insurance companies do not cover fees for missed appointments, court evaluations, court appearances, other legal fees. Many insurances also do not cover the cost for couples counseling or any counseling that isn't deemed "Medically Necessary." Please check with your insurance company regarding any questions you may have about coverage.

#### Litigation Limitation:

Due to the nature of the therapeutic process and that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, you agree that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding. However, if my appearance at court on your behalf is required by law and I am subpoenaed, my fee is \$400/hour with a 4 hour minimum or \$3,200 per day to reserve my time and must be paid in full 30 days prior to the expected court date.

#### Contacting Me:

I am often not immediately available by telephone, as I am often in session with clients. You may leave a message on my confidential voicemail or email me at any time and your call will be returned as soon as possible or by the next business day under normal circumstances. I check my voicemail for the last time at 8:00pm. I will only return a call after normal business hours if the matter is urgent, so please specify if it is in your message. If for any reason the issue is urgent and you do not hear back from me, or if it is life threatening, you may access the emergency room or 911 emergency services at any time.

Please note that I do not use encrypted email, but I do make every effort to keep it confidential. While you may email me at any time, please be aware of what information you disclose within those emails. You are encouraged only to email or text about appointment conflicts.

#### Social Media & Internet Policy:

As technology is evolving, so are privacy practices. I have had requests from clients to utilize texting, which I am happy to do regarding scheduling. If you are running late, need to reschedule, or need to make an appointment you may use this communication medium and I will return your message as soon as I am able. However, please do not use this form of communication for more serious matters, and be aware that text messages also are not encrypted.

I utilize several social media websites to market my practice and to share information. Please be aware that if you choose to follow me or post comments on these websites, I cannot be responsible for or guarantee your confidentiality. I have both a personal and professional Facebook page. I will not accept friend requests of clients on my personal Facebook page as I feel this is a conflict of the professional relationship. You are welcome to follow the Synchronicity Facebook page if you would like to be apprised of business updates or helpful information. By including this disclaimer I am also not encouraging or requesting that you follow me on any social media website.

In addition, I work with some clients who travel often or live in other parts of the state. I am happy to schedule appointments through VSee, a HIPAA compliant medium for distance counseling. Please discuss any questions or concerns regarding other forms of communication that you may have.

#### Cancellation Policy:

Psychotherapy is most effective when meeting times are regular and consistent. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide 24 hours'



notice. **If you miss a session without cancelling before that time period, you will incur a fee of \$65 for the missed session.** Most insurance companies do not reimburse for cancelled sessions and this will be your responsibility. In addition, you are responsible for coming to your sessions on time and at the time scheduled. If you are late, your appointment will still need to end on time. If you are more than 10 minutes late without notifying your counselor, your appointment will be considered a missed appointment and will also incur the cancellation fee.

#### Client Rights and Responsibilities:

As a counseling client in psychotherapy, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. These respective rights are described below.

- You have the right to be informed of the counselor's licensing status and clinical experience, including the limitations and restrictions of services.
- You have the right to be informed of the purpose, goals, techniques, procedures, limitations, potential risks, and benefits to counseling.
- You have the right to request to be seen by another counselor if dissatisfied with the counselor assigned to you.
- You have the right to terminate counseling at any time.
- You have the right to ask questions about techniques and strategies used during counseling.
- You have the right to refuse any services and to understand the implications of refusal.
- You have the right to actively participate in the development of a plan for self-improvement.
- You have the right to expect fair and equal treatment in all circumstances.
- Sexual intimacy with one's therapist is never appropriate and should be reported to the board.
- You have the right to file a complaint without retaliation to the Idaho Board listed below.

Idaho Bureau of Occupational Licenses

Physical Address:

700 West State Street, Boise, ID 83702

Mailing Address:

PO Box 83720, Boise, Idaho 83720-0063

- Phone - (208) 334-3233
- Counseling records are the property of your counselor. However, you do have the right to the information contained within your records. If information from your record needs to be transferred to a third party, a release of information must be signed and submitted. If engaged in couples counseling, authorization must be signed and submitted by both parties before information will be released.



## **HIPAA Statement Regarding Your Medical Information**

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

### **I am required:**

- by law to maintain the privacy of protected health information, and must inform you of our privacy practices and legal duties. You have the right to obtain a paper copy of this notice upon request.
- to abide by the terms of the *Notice of Privacy Practices* that is most current. I reserve the right to change the terms of the Notice at any time. Any changes will be effective for all protected health information that I maintain. The revised Notice will be posted in the waiting room and on my website at [www.kamahiner.com](http://www.kamahiner.com). You may request a copy of the revised Notice at any time or ask questions as they arise.

### **I will only disclose your protected health information in order to carry out treatment, payment, and health care operations.**

#### **I may use or disclose information:**

- in your record to provide treatment to you. I may disclose information in your record to help you get health care services from another provider, a hospital, etc. For example, if I want an opinion about your condition from a specialist, I may disclose information to the specialist to obtain that consultation.
- from your record to obtain payment for the services you receive. For example, I may submit your diagnosis with a health insurance claim in order to demonstrate to the insurer that the service should be covered.
- from your record to allow "health care operations." These operations include activities like reviewing records to see how care can be improved, contacting you with information about treatment alternatives, and coordinate care with other providers. For example, we may use information in your record to train our staff about your condition and its treatment.

## **HIPAA – Notice of Privacy**

### **How We Protect Your Health Information**

- All of your health information that we collect is confidential.
- Access to your health information is restricted to clinical staff that needs to know your health information in order to provide services to you.
- Physical, electronic, and procedural safeguards which comply with federal and state regulations guarding your health information.
- Records of client health information is maintained in a confidential, locked file system. The client files remain the property of your counselor, but the information belongs to you.

### **Voluntary Release of Health Information**

- Your counselor may disclose information to outside treatment or healthcare providers with your written authorization. You may revoke such authorizations at any time provided each revocation is in writing.
- Your counselor may use your information to develop accounts receivable information and with your consent, provide information to your insurance company for services provided. The information provided to insurers and other third party payers may include information that identifies you, as well as your diagnosis, type of service, date of service, provider name/identifier, and other information about your condition and treatment.



### **Mandatory Disclosures With Neither Consent Nor Authorization**

Your counselor may disclose your mental health information without your consent or authorization in the following circumstances:

- **Abuse** – If your counselor has reason to believe that a minor child, elderly person, or person with a disability has been abused, abandoned, or neglected, your counselor must report this concern to the appropriate authorities.
- **Judicial and Administrative Proceedings as Required** – If you are involved in a court proceeding and a court subpoenas information about the professional services provided you and/or the records thereof, your counselor may be compelled to provide the information. Your counselor will not release your information without attempting to notify you or your legally appointed representative.
- **Injury to Self or Others** – If you communicate to your counselor an explicit threat of imminent physical harm to yourself or others, we have a legal duty to take the appropriate measures, including disclosing information to the police.
- **USA Patriot Act of 2001** – Under certain circumstances, your counselor may disclose information for specialized government purposes, such as military, national security and intelligence, or protection of the President.

### **Client's Rights:**

- **Rights to Request Restrictions** - You have the right to request additional restrictions on certain uses and disclosures of protected health information. Your counselor may not be able to accept your request, but if they do, they will uphold the restriction unless it is an emergency.
- **Right to Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of mental health information by alternative means and at alternative locations. (For example, you may not want a family member to know you are being seen by a counselor. On your request, your counselor will send your information to another address).
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy of your clinical records. A reasonable fee may be charged for copying. Access to your records may be limited or denied under certain circumstances, but in most cases, you have a right to request a review of that decision. On your request, we will discuss with you the details of the request and denial process.
- **Right to Amend** – You have the right to request in writing an amendment of your health information for as long as the mental health information records are maintained. The request must identify which information is incorrect and include an explanation of why you think it should be amended. If the request is denied, a written explanation stating why will be provided to you. You may also make a statement disagreeing with the denial, which will be added to the information of the original request. If your original request is approved, we will make a reasonable effort to include the amended information in future disclosures. Amending a record does not mean that any portion of your health information will be deleted.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of mental health information. If your mental health information is disclosed for any reason other than treatment or health operations, you have the right to an accounting for each disclosure of the previous six (6) years, but the request cannot include dates before August 1, 2005. The accounting will include the date, name of person, or entity, description of the information disclosed, the reason for disclosure, and other applicable information. If more than one (1) accounting is requested in a twelve (12) month period, a reasonable fee may be charged.

- **Electronic Information**

Requests for client mental health information for the purpose of consultation are honored through phone and postal mail communication primarily. A Box.com, HIPAA compliant account is utilized in some cases.

### **PATIENT RIGHTS AND HIPAA AUTHORIZATIONS/DISCLOSURES**

The following specifies your rights about this authorization under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (“HIPAA”).

1. Tell your mental health professional if you don’t understand this authorization, and they will explain it to you.
2. You have the right to revoke or cancel this authorization at any time, except: (a) to the extent information has already been shared based on this authorization; or (b) this authorization was obtained as a condition of obtaining insurance coverage. To revoke or cancel this authorization, you must submit your request in writing to your mental health professional and your insurance company, if applicable.
3. You may refuse to sign this authorization. Your refusal to sign will not affect your ability to obtain treatment, make payment, or affect your eligibility for benefits. If you refuse to sign this authorization, and you are in a research-related treatment program, or have authorized your provider to disclose information about you to a third party, your provider has the right to decide not to treat you or accept you as a client in their practice.
4. Once the information about you leaves this office according to the terms of this authorization, this office has no control over how it will be used by the recipient. You need to be aware that at that point your information may no longer be protected by HIPAA.
5. If this office initiated this authorization, you must receive a copy of the signed authorization.
6. *Special Instructions for completing this authorization for the use and disclosure of Psychotherapy Notes.* HIPAA provides special protections to certain medical records known as “Psychotherapy Notes.” All Psychotherapy Notes recorded on any medium (i.e., paper, electronic) by a mental health professional (such as a psychologist or psychiatrist) must be kept by the author and filed separate from the rest of the client’s medical records to maintain a higher standard of protection. “Psychotherapy Notes” are defined under HIPAA as notes recorded by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separate from the rest of the individual’s medical records. Excluded from the “Psychotherapy Notes” definition are the following: (a) medication prescription and monitoring, (b) counseling session start and stop times, (c) the modalities and frequencies of treatment furnished, (d) the results of clinical tests, and (e) any summary of: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date. In order for a medical provider to release “Psychotherapy Notes” to a third party, the client who is the subject of the Psychotherapy Notes must sign this authorization to specifically allow for the release of Psychotherapy Notes. Such authorization must be separate from an authorization to release other medical records.

- **Grievance**

To file a grievance, you may contact the Idaho Licensing Bureau: 208-334-3233. Or for complaints regarding your privacy rights please contact the Secretary of the Department of Health and Human Services:  
Office of Civil Rights U.S. Department of Health and Human Services Atlanta Federal Center  
Suite 3B70  
61 Forsyth St., S.W.  
Atlanta, GA 30303-8909  
(404) 562-7886  
[www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)