

Serenity Coaching and Counseling, LLC

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Welcome! This form provides information about our services. Please review and feel free to ask questions.

Overview of Services: Participating in counseling/coaching can result in a number of benefits and help empower individuals, couples, and families to improve personal functioning and to accomplish their mental health and wellness goals. However, in some cases persons have reported feeling worse after counseling. Clients understand that healing and growth is difficult, and some discomfort will likely be part of the counseling/coaching process.

Confidentiality/Personal Health Information: We make it a priority to keep all communications and records held in strict confidence. Please see attached information on our Telehealth, HIPPA, privacy rules, clients rights, and confidentiality of communication.

Work Agreement, Scheduling, and Cancellations: It is agreed that the client shall engage in the counseling and coaching process as an important priority in their life. Scheduling an appointment is a commitment that both counselors and clients honor. Appointments can be cancelled or rescheduled if 24 hour notice is provided. If sessions are canceled or rescheduled with less than 8hrs notice, or if a client misses a session, the client agrees to pay a \$25 dollar fee. (Insurance will not pay for missed appointments). Please know that exceptions to this policy can be made in the instance of a serious medical emergency or serious family emergency. Clients who consistently cancel or no-show appointments will have their cases closed.

All fees will be expected at the time of service: If you are planning to use your insurance for coverage, please make sure you are aware of your mental health benefits and allowable co-pay. The co-pay will be collected each session. The private pay fee for counseling/coaching is \$75 to \$120 per session, depending on type of session.

Length of sessions: Most sessions last around 50 minutes. If you arrive late for a scheduled appointment, you may not be able to complete the entire 50 minute session. Please make every effort to be punctual.

Emergency/After Hours: We make it a priority to be available for our clients and will make reasonable efforts to help. If leaving a message in crisis, we will return your calls as soon as possible and a staff member is on call at all times. If your call is urgent or life threatening, please call 911 or connect with 24/7 Emergency Services for on-site or mobile assessment and screening at 1-800-977-5555.

Emotional Support Animal: Please be aware that we are animal friendly and sometimes have an Emotional Support Animal (primarily dog/s) at Serenity. Please let us know if you have concerns or an allergy.

We agree to make reasonable efforts to ensure proper continuation of care: If you decide that the services we offer are not the right fit for you, we will make reasonable efforts to provide you with alternative counseling sources and referrals. In the event of termination or after two months without contact or an understanding about continuation of care, we will close your file. Should you decide to re-enter into counseling/coaching, the file can always be re-opened. We make efforts to coordinate with resources in the area and strive to create a dynamic therapeutic relationship.

Consent for Treatment: To engage in treatment, we must first receive written consent that you have received and understand our Privacy Notice (HIPAA), Notification of Client's Rights, Agency Policy and Procedures, Grievance Procedures, Copy of the Orientation to Treatment and Client Policies Pamphlet, and Telehealth Consent Policies. We also request that all clients sign releases for information for any contact or release of information that is requested. Examples include primary care providers, outside providers, others involved in their care, insurance companies, or for legal purposes. We require a copy of insurance cards and contact information when using insurance based services.

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THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY.

Privacy Notice and HIPAA Compliance, Notification of Client's Rights, Agency Policy and Procedures, Grievance Procedures

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information ("PHI"). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act ("HIPAA"), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules, the AMHCA and ACA Code of Ethics and Massachusetts statutes and regulations. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

I. USES AND DISCLOSURES FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS, REQUIRING CONSENT

We may use or disclose your PHI for treatment, payment and health care operations purposes with your consent as discussed below:

For Treatment. Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. An example of treatment would be when we consult with another health care provider, such as a family physician or another mental health provider. *We may disclose PHI to any other consultant only with your authorization.*

For Payment. We may use and disclose PHI so that we can receive payment for the treatment services provided to you. *This will only be done with your consent.* Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations. We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes. *PHI will be disclosed only with your authorization.*

II. USES AND DISCLOSURES REQUIRING AUTHORIZATION

Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that we have already made a use or disclosure based upon your authorization.

III. USES AND DISCLOSURES WITH NEITHER CONSENT NOR AUTHORIZATION

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

Elder Abuse: If we have reasonable cause to believe that an elderly person (age 60 or older) is suffering from or has died as a result of abuse, we must immediately make a report to the Massachusetts Department of Elder Affairs.

(uses and disclosures with neither consent nor authorization con't)

Child Abuse: If we, in our professional capacity, have reasonable cause to believe that a minor child is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect, including malnutrition, we must immediately report such condition to the Massachusetts Department of Children and Families.

Abused of a Disabled Person: If we have reasonable cause to suspect abuse of an adult (ages 18-59) with mental or physical disabilities, we must immediately make a report to the Massachusetts Disabled Persons Protection Commission. Health Oversight: The Board of Registration of Allied Mental Health and Human Service Professions has the power, when necessary, to subpoena relevant records should we be the focus of an inquiry.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law and we will not release information without written authorization from you or your legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety: If you communicate to me an explicit threat to kill or inflict serious bodily injury upon an identified person and you have the apparent intent and ability to carry out the threat, I must take reasonable precautions. Reasonable precautions may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization. I must also do so if I know you have a history of physical violence and I believe there is a clear and present danger that you will attempt to kill or inflict bodily injury upon an identified person. Furthermore, if you present a clear and present danger to yourself and refuse to accept further appropriate treatment, and I have a reasonable basis to believe that you can be committed to a hospital, I must seek said commitment and may contact members of your family or other individuals if it would assist in protecting you.

Worker's Compensation: If you file a workers' compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Division of Worker's Compensation. Specialized Government Functions. We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.

Public Health. If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

IV. YOUR RIGHTS AND OUR OBLIGATIONS

Patient's Right

You have the following rights regarding PHI we maintain about you:

Right of Access to Inspect and Copy. You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your access may be denied in certain circumstances, but in some cases, you may be able to have this decision reviewed. On your request, we will discuss with you the details of the request and denial process. We may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.

Right to Amend. If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. On your request, we will provide you with details of the amendment process.

Right to an Accounting of Disclosures. You have the right to request an accounting of PHI for which you have neither provided authorization nor consent. On request, we will discuss with you the details of the accounting process. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.

Right to Request Restrictions. You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.

Right to Receive Confidential Communications by Alternative Means and at Alternative Locations. You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will accommodate reasonable requests. (For instance, you may not want a family member to know you are seeing us. Upon your request, we will send your bills to another address.) We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you for an explanation of why you are making the request.

Breach Notification. If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.

Right to a Paper Copy of this Notice. You have the right to a paper copy of this notice upon request, even if you have agreed to receive the notice electronically.

Our Obligations

We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI. We reserve the right to change the privacy practices described in this Notice. Unless we notify you of such changes, however, we are required to comply with the terms currently in effect. If we revise our privacy practices, we will mail, email, fax, or give to you at the next scheduled session, depending on what is most convenient for our clients, any changes to this policy.

V. Other

Confidentiality of e-mail, cell phone, and fax communications: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them.

Risks of Communication by Email, Text Message, and Other Non-Secure Means: It may become useful during the course of treatment to communicate by email, text message (e.g. "SMS") or other electronic methods of communication. Receiving receipts for services by email or text message fall into this category as well. Be informed that these methods, in their typical form, are not confidential means of communication. If you use these methods to communicate, there is a reasonable chance that a third party may be able to intercept these messages. Some of the potential risks you might encounter using these methods of communication include: People in your home or other environments who access your phone, computer, or other devices that you use might read your email or text messages. Loss of cellular phone, computer, or other devices. Email accounts can be hacked. Text messages and emails are stored on servers. Misdelivery of email to an incorrectly typed address. Third parties on the Internet such as server administrators who monitor. Internet traffic might intercept your communication. Please limit the use of electronic communications to issues related to scheduling. If you choose to email, please be aware email responses will be brief and may call you to discuss the matter. We will not respond to text messages not related to scheduling.

VI. COMPLAINTS :

If you believe we have violated your privacy rights or you disagree with a decision we made about access to your records, you may contact Nicole Daigle, LMHC (Director) Serenity Coaching and Counseling, LLC 51 Union St. Suite 322 Worcester, MA 01608, by calling (508) 556-0745, or faxing (508) 556-0745. You may also send a written complaint to the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. We will not retaliate against you for filing a complaint.

VII. EFFECTIVE DATE OF PRIVACY PRACTICES

This notice will go into effect on April 12th, 2016.

CLIENT RIGHTS

To have reasonable access to safe and effective care within our mission, our scope of service, and in compliance with law and regulation. **To be referred to other providers** when additional, alternative or special services are needed, and to have this access to care regardless of race, creed, age, gender, national origin, handicap, economic status, or sexual orientation. **Respect and Dignity of Clients.** You have the right to be treated with respect and dignity. You have the right to considerate respectful care at all times and under all circumstances, with the recognition of your personal dignity and worth. **Services Without Discrimination.** Serenity Coaching and Counseling offers its services to clients without regard for race, color, sex, age, disability, medical condition, marital status, national or ethnic origin, religion or source of payment. **To receive considerate care** that respects personal values, beliefs, and preferences, including the expression of psychosocial, spiritual and cultural values which influence the perception of illness and the response to care. **To have respect** for personal dignity, privacy and safety during care, and safety and security within our facility, and to be free from abuse, neglect, or exploitation. **To have effective communication** with staff, and to understand or be assisted with written, spoken and other communication.

CLIENT'S RESPONSIBILITIES

Answer Questions Fully. You have the responsibility to provide an accurate and complete history in order for you to receive effective treatment. This includes authorizing release of health records from previous health care providers. **Cooperate and Communicate with Providers.** You have the responsibility to participate in discussions and ask questions about your care. You have the responsibility to request further information concerning anything you do not understand regarding diagnosis and treatment. **Respect and Consideration.** You have a responsibility to respect the rights, privacy and confidentiality of other clients. You have a responsibility to notify your provider as soon as possible if you must be late or cancel a scheduled appointment. **Financial Obligations.** You have the responsibility for the costs of your care and treatment. You are responsible for assuring the financial obligations of your care are fulfilled. You have a responsibility to adhere to the guidelines of your insurance coverage regarding referral policies.

TELEHEALTH CONSENT

Telehealth is a mode of delivering health care services, including psychotherapy, via communication technologies to facilitate diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care.

By engaging in telehealth services at Serenity Coaching and Counseling, you understand and agree to the following:

- The right to confidentiality with regard to treatment and related communications via Telehealth under the same laws that protect the confidentiality of my treatment information during in-person psychotherapy. The same mandatory and permissive exceptions to confidentiality outlined in the Informed Consent Form or Statement of Disclosures I received upon intake also apply to Telehealth services.
- You understand that there are risks, benefits, and consequences associated with telemental health, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies. You understand that there is a risk of being overheard by persons and that you are responsible for using a location that is private and free from distractions or intrusions.
- You understand that at the beginning of each Telehealth session the therapist is required to verify identification information and current location.
- You understand that in some instances Telehealth may not be as effective or provide the same results as in-person therapy. You understand that while you may benefit from Telehealth, results cannot be guaranteed or assured. If your therapist believes you would be better served by in-person therapy, they will discuss and make a referral to in-person services as needed. If such services are not possible because of distance or hardship, you will be referred to other therapists who can provide such services.
- You understand that some Telehealth platforms allow for video or audio recordings and that neither you nor therapist may record the sessions without the other party's written permission.