STEP
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THE

Counseling Services, LLC
Supporting your every step of the way…

CLIENT HANDBOOK

MISSION STATEMENT

We believe everyone has the right to the best quality treatment and that we can change lives through that treatment…not one life but generations to come. Our mission at The Next Step Counseling Services, LLC is to provide a friendly environment where your involvement will be welcomed, appreciated, and valued. Our hope is that the improvement in individual and family functioning will ultimately lead to what all of us are vitally concerned with – making life more effective, more satisfying and more meaningful. Our goal is to make the counseling process a positive experience and support you every step of the way…

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Agency Mission Statement

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Consumer's Rights & Responsibilities

As a consumer, you have the right:

1. To receive services, if eligible, within the resources of this agency or to be provided with appropriate referral to other resources, regardless of race, religion, sex, ethnicity, age or handicap.
2. To receive quality treatment by competent staff, and to be treated with dignity and respect.
3. To confidential provision of treatment, in accordance with legal guidelines and agency policies.
4. To receive services in a clean and safe environment.
5. To receive services within the least restrictive environment possible.
6. To receive an itemized statement upon request if you are a paying consumer with an explanation of charges and fees for services.

It is your responsibility as a consumer or parent/guardian of a minor:

1. To be open and honest with treatment provider(s) and to participate in the development of and to comply with all aspects of your plan of care and treatment recommendations. Active participation of the family in planning for treatment, as needed.
2. To provide accurate financial information and arrange for payment of services.
3. To provide staff of The Next Step Counseling Services, LLC, information regarding any changes in income, insurance, address, phone number, and medication.
4. To keep appointments as scheduled or, to contact staff at least 24 hours prior to the appointment if needing to reschedule or cancel.
5. To show respect and concern for other consumers and staff and to respect their privacy.
6. To ask questions at any time you do not understand anything related to our services.

Limits of Confidentiality

The confidentiality of mental health, substance abuse, and mental retardation/developmental disabilities records maintained by the agency are protected by one or more Federal and/or State laws and regulations. Information cannot generally be disclosed about a consumer unless:

1. The individual is a danger to him/herself or others;
2. The individual consents in writing;
3. The disclosure is allowed or required by a court order;
4. The individual is being evaluated for the purpose of establishing his/her competence;

5. The individual is a victim or perpetrator of child abuse, neglect or dependency;
6. The individual is a victim or perpetrator of adult abuse, neglect or dependency;
7. Funding and accreditation bodies require us to give information to verify that we provide the services we said we did, and that the services provided met quality standards;
8. Release of information is necessary to collect just debts (e.g., name, address, telephone number, amount owed);
9. The disclosure is made to qualified personnel for research, audit, or program evaluation;
10. Occasionally a court may, by power of subpoena, attempt to obtain privileged information against the consumer's wishes. In such cases, attempts are made to protect the client's rights and confidentiality. Success at doing so cannot be guaranteed and we may be court ordered to release information or take deposition;
11. Mental health professionals have a duty to warn intended victims of a consumer's threat of violence.

Federal law and regulations do not protect any information about a crime committed by you either at the time of service or against any person who works for the program or about any threat to commit such a crime.

As a participant in a therapeutic or education service provided by The Next Step Counseling Services, LLC, individuals are required to maintain confidentiality where it pertains to other participants of our services (e.g., participants of group therapy or education classes). In addition, you are required to maintain confidentiality where it pertains to issues discussed by any such other participants.

If you have any questions about confidentiality, please discuss them with your therapist or service provider.

NOTICE OF PRIVACY PRACTICES

Effective date: April 14, 2003

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Introduction

At The Next Step Counseling Services, LLC we are committed to treating and using protected health information about you responsibly. This Notice of Privacy Practices describes the personal information we collect, and how and when we use or disclose that information. It also describes your rights as they relate to your protected health information.

Understanding Your Health Record/Information

Each time you visit The Next Step Counseling Services, LLC a record of your visit is made. Typically, this record contains your demographic information, your presenting problems, diagnosis treatment, and a plan for future treatment. This information, often referred to as your health or medical record, serves as a:

1. Basis for planning your care and treatment,

2. Means of communication among health professionals who contribute to your care,
3. Legal document describing the care you received,
4. Means by which you or a third-party payer can verify that services billed were actually provided,
5. A tool in educating health professionals,
6. A source of data for medical research,
7. A source of information for public health officials charged with improving the health of this state and the nation,
8. A source of data for our planning and marketing,
9. A tool with which we can assess and continually work to improve the care we render and the outcomes we achieve.

Understanding what is in your record and how your health information is used helps you to: ensure its accuracy, better understand who, what, when, where, and why
others may access your health information and make more informed decisions when authorizing disclosures to others.

Your Health Information Rights
Although your health record is the physical property of The Next Step Counseling Services, LLC the information belongs to you. You have the right to:

1. Obtain a paper copy of this notice of information practices upon request,
2. Inspect and obtain a copy of your health record as provided for in 45 CFR 164.524,
3. Request a correction or amendment to your health record as provided in 45 CFR 164.528,
4. Obtain an accounting of disclosures of your health information as provided in 45 CFR 164.528,
5. Request that we send you confidential communications of your health information by alternative means or at alternative locations as provided in 45 CFR 164.522,
6. Request a restriction on certain uses and disclosures of your information as provided by 45 CFR 164.522, and
7. Revoke your authorization to use or disclose health information except to the extent that action has already been taken.

Our Responsibilities
The Next Step Counseling Services, LLC is required to:

1. Maintain the privacy of your health information,
2. Provide you with this notice as to our legal duties and privacy practices with respect to information we collect and maintain about you,
3. Abide by the terms of this notice,
4. Notify you if we are unable to agree to a requested restriction, and
5. Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

We reserve the right to change our practices and to make new provisions effective for all protected health information we maintain at any time. We will not use or disclose your health information without your authorization, except as described in this notice. We will also discontinue to use or disclose your

health information after we have received a written revocation of the authorization according to the procedures included in the authorization.

Telehealth Services

Technology Assisted Mental Health Services, hereafter referred to as "Telehealth", involves the use of electronic communications to enable therapists to provide services to individuals who choose access to care via technology assisted services. Telehealth may be used for services such as individuals, couples, or family therapy, follow ups, and training/education in a group setting. There are some barriers to telehealth compared to sitting with a therapist in the same room. Limitations include, but are not limited to, not being an appropriate means of therapy for all populations. The limitations can be addressed and are minor depending on how well the sound and video are working during telehealth sessions and depending on the level of care needed by the patient.

Expected Benefits: There are several benefits to telehealth services including improved access to care and expanded access to providers with expertise that may not be available in your local community.

Possible Risks: There are potential risks associated with the use of telehealth services. The risks include, but may not be limited to information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate treatment, the client may choose a location that is not private or secure, delays in treatment could occur due to the deficiencies or failures of equipment, and security protocols could fail (potentially causing a breach of privacy of personal information). However, security measures will be taken to prevent a breach of privacy.

An additional risk may include the use of email messages which are not secure forms of communication. Some therapists may have encrypted emails so please discuss with them their preference on email. If you contact a therapist via email regarding clinical issues understand that these are not guaranteed a secure form of communication, and there is possibility that we will not get the message in a timely manner, or that communication will be interpreted in an unclear manner.

Additional Points for Client Understanding:

1. I understand that telehealth services are completely voluntary and that I can choose not to do or not to answer questions at any time.
2. I understand that none of the telehealth sessions will be recorded or photographed by the therapist or the patient.
3. I understand that the laws that protect privacy and confidentiality of client information also apply to telehealth and that no information obtained in the use of telehealth which identifies me will be disclosed to other entities without my consent.
4. I understand the telehealth is done over a secure communication system that meets or surpasses HIPPA encryption standards, but there is no absolute guarantee that a security breach is not possible, and I freely accept the very rare risk that this could affect confidentiality.
5. I understand there are potential risks of technology, including interruptions, unauthorized access, and technical difficulties. I understand my therapist or myself can discontinue the telehealth sessions if it is no longer effective.
6. I understand that my demographic information may be shared with other individuals for scheduling and billing purposes.

7. I understand that I may experience benefits from the use of telehealth, but that no results can be guaranteed or assured.
8. I understand that if there is an emergency during a telehealth session, my therapist will call emergency services and my emergency contacts.
9. I understand that if the telehealth connection drops while I am in a session, that I will try the link again. If I still cannot make the connection work, then I will wait ten minutes for my therapist to contact me. If they are unable to reach me, then I understand there was a major technical difficulty and will expect the therapist's office to call within 24 business hours to reschedule the appointment.
10. I understand that I will be asked to create a safety plan with my therapist in case of an emergency.
11. I understand that the session will be scheduled in Eastern Standard Time and the delivery of services will be synchronous.
12. I acknowledge that I will not seek to meet with my therapist if I am outside of the state of Kentucky.

Additional Documentation Required to Begin Telehealth (these must be faxed, scanned, emailed or mailed to therapist prior to treatment beginning):

Valid Driver's License or copy of Birth Certificate.
If a minor is a patient and parents are divorced, or a child is living with someone other than parents, custody papers evidencing guardians' authority to seek treatment.

Examples of Disclosures for Treatment, Payment and Health Operations
We will use your health information for treatment.
For example: Information obtained by a nurse, physician, therapist, case manager, or other member of your health care team will be recorded in your record and used to determine the course of treatment that should work best for you.

We will use your health information for payment.
For example: A bill may be sent to you or a third-party payer. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, and services rendered.

Uses and Disclosures Requiring You to Have an Opportunity to Agree or Object

Others Involved in Your Care: Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person you identify, your protected health information that directly relates to that person's involvement in your care or payment related to your care. In case of emergency, we may notify or assist in notifying a family member, personal representative or other person responsible for your care of your location, general condition, or death.

Uses and Disclosures Not Requiring Consent or Authorization
When Required by Law: We may disclose your PHI when law requires that we report information regarding suspected abuse, neglect, or domestic violence to the governmental agency authorized to receive such information. We may also disclose your PHI in response to a valid subpoena or court order.

Public Health: As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

Food and Drug Administration (FDA): We may disclose to the FDA health information relative to adverse events with respect to drugs, food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

Health Oversight: Federal law makes provision for your health information to be released to an appropriate health oversight agency, public health authority or attorney, provided that a work force member or business associate believes in good faith that we have engaged in unlawful conduct or have otherwise violated professional or clinical standards and are potentially endangering one or more patients, workers or the public.

Workers Compensation: We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

Research: We may disclose information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.

Coroners, Medical Examiners, and Funeral Directors: We may disclose health information to a coroner, medical examiner, or funeral director consistent with applicable law to permit them to carry out their duties.

For More Information or to Report a Problem

If you have questions and would like additional information, you may contact the agency's Privacy Officer, at 270-765-2335. If you believe your privacy rights have been violated, you can file a complaint with the Office for Civil Rights, U.S. Department of Health and Human Services. There will be no retaliation for filing a complaint with either the Privacy Officer or the Office for Civil Rights. The address for the OCR is listed below:

Office for Civil Rights
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F, HHH Building
Washington, D.C. 20201

The Next Step Counseling Services, LLC
Consent to the Use and Disclosure of Health Information
For Treatment (including Telehealth Services), Payment, or Healthcare Operations

I, _____, understand that as part of my healthcare, The Next Step Counseling Services, LLC originates and maintains paper and/or electronic records describing my health history, symptoms, diagnosis, treatment and any plans for future care or treatment.

I understand that this information serves as:

- A basis for planning my care and treatment,
- A means of communication among the many health professionals who contribute to my care,
- A source of information for applying my diagnosis and services obtained to my bill
- A means by which a third-party payer can verify that services billed were provided.

I understand and have been provided with a copy of the Privacy Notice that provides a more complete description of information uses and disclosures. I understand that I have the following rights and privileges:

- The right to review the prior notice to signing this consent,
- The right to object to the use of my health information for directory purposes, and
- The right to request restrictions as to how my health information may be used or disclosed to carry out treatment, payment, or health care operations.
- The right to participate or refuse telehealth services as outlined in the Client Handbook.

I understand that The Next Step Counseling Services, LLC is not required to agree to the restrictions requested. I understand that I may revoke this consent in writing, except to the extent that the organization has already acted in the reliance thereon. I also understand that by refusing to sign this consent or revoking this consent, this organization may refuse to treat me as permitted by Section 164.506 of the Code of Federal Regulations. I further understand that The Next Step Counseling reserves the right to change their notice and practices and prior to implementation, in accordance to Section 164.520 of the Code of Federal Regulations. Should The Next Step Counseling Services, LLC change their notice, they will send a copy of any revised notice to the address I've provided.

I wish to have the following restrictions to the use or disclosure of my health information:

_____
_____
_____
_____
_____

I understand that as part of the agency's treatment, payment, or health care operations, it may become necessary to disclose my protected health information to another entity, and I consent to such disclosure for these permitted uses, including disclosures via fax.

I fully understand and accept / decline the terms of this consent. (circle one)

_____ _____

Signature/Date Witness/Date

I have received The Next Step Counseling Services Client Handbook, which contains information about the following topics. My initials and signature below indicate that I had an opportunity to receive a copy of the Handbook, and I understand the information pertaining to:

_____Consumer Rights & Responsibilities

_____Limits of Confidentiality

_____Notice of Privacy Practices/HIPAA

_____Telehealth Services

Please specify any contact restrictions (i.e. call cell phone only, no message on answering machine):

Permission is hereby given to the staff of The Next Step Counseling Services to provide treatment and/or services for _____.

I understand that I may choose to terminate treatment/services at any time.

_____ _____

Consumer/Guardian Signature/Relationship Date

_____

Printed Name

_____ _____

Witness Signature Date