

CLIENT SERVICE AGREEMENT

Informed Consent for Online Telehealth Consulting, Nutritional and Counseling Services Online Consulting and Counselor

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Welcome to my online consulting, counseling and coaching practice. This document contains important information about my professional services and business policies. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Online Consulting, Counseling and Coaching Services

I am licensed, and/or certified and/or trained in several modalities and disciplines, one, some or all of which I bring skills from, as I endeavor to support your health and well-being. These include:

Licensed Mental Health Counselor by the State of Massachusetts.
Nutritional Therapy Practitioner by The Nutritional Therapy Association, WA.
Yoga Therapy
National Board Certified in Therapeutic Massage and Bodywork
Registered Polarity therapy by the APTA
National Board Approve Clinical Supervisor

Academic Credentials
PhD Behavioral Medicine
MPH: Public Health
MA Cross Cultural Health Psychology and Education
Clinical Fellowship Psychology

I am a permanent working resident in Mexico where I live and conduct my Telehealth consulting, counseling and coaching practice.

Consulting, Counseling and Coaching is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

The first 1-3 appointments will involve a comprehensive evaluation of your needs. By the end of the evaluation, depending upon its pace and depth, I will be able to offer you some initial impressions and/or a comprehensive plan that I suggest you might take to achieve your health goals. At that point, we will discuss your treatment goals and I will present create an initial and or comprehensive I treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. Following the plan development and delivery, I am available to support your progress and success and together we will define what appointments we will make to achieve your needs. I do not charge for brief phone calls (less than 15 minutes) or emails that entail questions as you proceed in your plan. You as the client understand that video, phone and email sessions have limitations (as well as benefits) compared to in-person sessions, among those being the lack of personal face-to-face interactions, and the lack of visual and audio cues in the process.

Medications

While one of your goals may be to eliminate or reduce medications, please understand that I do not prescribe medications or prescribe elimination programs. Reduction of elimination of medications should be done as part of a team that must include either the original prescriber or another prescriber who is willing to work as a team member on your behalf. I serve to consult with you about suggestions and recommendations and I am happy to consult on your behalf with your prescriber after you provide a release of information form to your prescriber. I will counsel and coach you and develop a nutritional approach that can support your emotional mental and physical well-being. If you want to work with me and the consulting psychiatrist to whom I refer for medication elimination consultation. please let me know.

You understand that online and telephone counseling may not be appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts. If a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911 (if in USA), or go to a hospital emergency room. I do not accept clients who are currently in crisis or suicidal. If you are either I will be happy to refer you to someone who is able to work with you

I currently live in Puerto Vallarta Mexico, so therefore the consulting, counseling and coaching will be considered to take place out-of-country. I am not bound by USA law, but I do follow the codes of ethics of my professional organizations including but not limited to: American Counseling Association and, Nutritional Therapy Association.

I helped to write ethic codes of conduct for two national organizations; the NCBTMB and the APTA and I will assure you that I value ethics and will provide you the utmost professional service.

Appointments

Appointments are generally 1 hour in duration. If you need to cancel or reschedule a session, I ask that you provide me with a 48 -hour-notice unless it's an emergency. If you miss a session with canceling, or cancel less than 24 hour notice, my policy is to collect the full amount of session (unless we both agree that you were unable to attend due to circumstances beyond your control). If it is possible, I will try to find another time that week to reschedule the appointment.

Professional Fees and Payment

The standard for the initial intake session is \$275 for 75. minutes. and each subsequent 60-minute session is \$175/ an hour. Prior to the first session I will provide you with paperwork which I request you get back to me for review (along with any other lab tests we discuss). If there are lab tests or program design costs, we will review that together using my fee sheet. I will not suggest any tests I do not believe are essential and if you have had these tests within the previous 6 months you may just forward the results. You are responsible for paying at the time of your session unless prior arrangements have been made. That means, you will need to first pay through Paypal.

Insurance

I do not accept or bill insurance of any kind (i.e. medical or travel insurance). If you request a receipt, I will provide you a receipt for services via Paypal.

Confidentiality

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

Therapeutic messages and chat exchanges are delivered via Skype. You agree to work with me online via Skype or another encrypted email/chat service determined to be suitable by Dr. Leslie Korn. If you choose to email me from your personal email account, please limit the contents to basic issues such as cancellation or change in contact information. I will not respond to personal and clinical concerns via regular email. If you call me, please be aware that unless we are both on landline phones, the conversation is not confidential. Likewise, text messages are not confidential. I do maintain a secure encrypted email service that allows personal information exchange at drleslie@protonmail.com

I keep all information confidential and have secure systems to ensure this. If we are working online together, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends. I encourage you to only communicate through a computer that you know is safe, i.e. wherein confidentiality can be ensured. Be sure to fully exit all online appointments and emails. If we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. If reconnection is not possible, email to schedule a new session time.

Parents & Minors

While privacy in consulting and counseling is crucial to success, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless s/he agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of counseling. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised. An adolescent consent form will need to be signed by both adolescent and parent(s).

Contacting Me

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential USA voice mail at 360-262 6175 or you can email me I will respond to you as soon as possible. I try to respond to all emails within 24 hours. If a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911 (if in USA), or go to a hospital emergency room.

Other Rights

If you are unhappy with my work, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. My goal is to respond to your needs to feel better and make changes in your life that you define you want. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin or source of payment. You have the right to ask questions about any aspects of our work together and about my specific training and experience. While I may choose to disclose some limited information about my own life and health process in response to your questions in order only to benefit your health, please know that I am a classically trained clinician who has been taught to adhere to limited self-disclosure. Our time together is about you and your well-being and that is the focus of our communication.

Consent Signature

Your signature below indicates that you read this complete Agreement and the Notice of Privacy Practices and agree to their terms by returning this signature page ONLY to drleslie@protonmail.com

Signature of Patient or Personal Representative

Printed Name of Patient or Personal Representative

Date

Description of Personal Representative's Authority (if any)

**Informed Consent Form adapted from The Center for Ethical Practice.*

Your Information. Your Rights. Our Responsibilities.

(HIPAA Notice of Privacy Practices)

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.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

Our Uses and Disclosure

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.
- Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.
- Example: We use health information about you to manage your treatment and services.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research.

We can use or share your information for health research.

Comply with the law.

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests.

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director.

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests.

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions.

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Effective Date: 5/1/2015

This notice applies to the following organization: Leslie Korn and Health Alternatives LLC

Contact Person: Leslie Korn 360-262-6175