

Aloha Healing Arts Policies and Service Agreement

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Welcome! This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. HIPAA requires I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The law requires I obtain your signature acknowledging Aloha Healing Arts has provided you with this information. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

Appointments: My appointments are your time to use as you wish. Those which are not utilized, or are cancelled without sufficient advance notice, will be charged at the full fee. "Sufficient notice" is at least 24 business hours; more notice is appreciated. Messages can be left on my confidential voicemail at (843) 870-7455.

Fees and Billing: Please be prepared to pay for services at the time of appointment. Please go to my [website](#) for a full list of fees.

Insurance Reimbursement: Insurance does not recognize life coaching as a billable service. You are responsible for 100% of service fees; however, if applicable you may be able to bill your flexible medical spending account.

Delinquent Accounts: Regular payment of fees at the time of service should prevent problems with delinquency. In the event full payment is not made within twelve months of the date of service, you will pay all costs of collection, court proceedings and attorneys' fees.

Emergency Coverage: In case of emergency, you may leave a message on my 24-hour voice mail, and I will return your call as soon as possible. If you are unable to make contact with me personally, contact your family physician, local hospital emergency room or the crisis unit of your local mental health center.

Limits on Confidentiality

The law protects the privacy of all communications between a client and a life coach, and in most situations I will only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

I occasionally participate in peer consultation in which client identity is not disclosed.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If a client threatens to harm himself/herself, I am obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- If a government agency is requesting the information for health oversight activities, I am required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the life coach-client privilege law. I cannot provide any information without your (or your legal representative's) written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

There are some situations in which I am legally obligated to take actions I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a client's treatment.

- If I have reason to believe a child has been, or is likely to be, subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse or neglect, the law requires I immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, I will make every effort to limit my disclosure to what is necessary.

Professional Records

As part of your protected health information, I keep some specific information in what are called "life coaching notes". They contain my impressions about you and details of the coaching conversation. They contain information pertinent only to my work with you. They are not available for your review.

You should be aware that, pursuant to HIPAA, I keep records of the Protected Health Information about you. These records may include information about your reasons for seeking coaching, a description of the ways in which your problem impacts your life, the goals we set for

treatment, your progress towards those goals, your medical and social history, your treatment history, your billing records, and any reports that have been sent to anyone. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Life Coaching Record, if you request it in writing. Because these are professional records, they can be difficult or confusing to understand. For this reason, I recommend you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. Copying or consultation fees may apply. If I refuse your request for access to your Life Coaching Record, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

Elders and Parents: In cases where the involvement of adult children in therapy is appropriate or important to an elder, I will request an agreement between the client and their adult children allowing me to share general information about the progress of the client's treatment. This can be particularly helpful in the coordination and consistency of care.

By submitting information to Aleka Thorvalson CLC you agree to *the terms of use* listed here:

- Aleka Thorvalson, CLC, will **never** share the data submitted, through the online form or any communication channel, to outside third parties.

Communications through my website or via email may not be encrypted and are not necessarily secure. By using the online form, and if you decide to communicate with me via email, you assume the risk of unauthorized use.

By submitting information online to Aleka Thorvalson, CLC, you hereby agree to hold Aleka Thorvalson, CLC, harmless from any hacking or any other unauthorized use of your personal information by outside parties.

A message from Aleka...

“I am honored you are here. Your trust is sacred to me. I understand the information you provide is meant only for me to better serve you. I promise to protect this information. That means I won't share your information with anyone else.”

Patient Rights

HIPAA provides you with several new or expanded rights with regard to your Life Coaching Record and disclosures of protected health information. Your signature below indicates you have read the information in this document and agree to abide by its terms during our professional relationship.

I, _____ have read this Service and Fee Agreement and received a copy. I understand this permission is in effect from the date below until our work is complete or until I withdraw my permission. Further, I understand the information I discuss here and my records are confidential per the Health Insurance Portability and Accountability Act (HIPPA). Your signature also serves as acknowledgement you agree to receive life coaching services from Aloha Healing Arts (Aleka Thorvalson, CLC). In the case of a minor child, I hereby affirm I am a custodial parent or legal guardian of the child, and I authorize services for the child under the terms of this agreement.

Client Signature: _____

Date: _____