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COUNSELOR-PATIENT SERVICES AGREEMENT

WELCOME. This document contains important information regarding this office's professional services and business policies. It accompanies the information you were given about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that protects privacy and patient rights with regard to the use and disclosure of Protected Health Information (PHI). HIPAA requires that this office provide you with a Notice of Policies and Practices to Protect the Privacy of Your Health Information (hereinafter "the Notice") for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which has been provided to you separately, explains HIPAA and its applications to your PHI in greater detail. The law requires that this office obtain your signature acknowledging that you have been provided with this information. Although these documents are long and sometimes complex, it is important that you read them carefully before signing. You can discuss any questions you have about the procedure at any time with your counselor. When you sign this document, it represents an agreement between you and The Talking Place, Child and Adolescent Counseling, LLC (hereinafter "this office"). You may revoke this Agreement in writing at any time. That revocation will be binding on this office unless this office has taken action with reliance on it; or if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

COUNSELING SERVICES. Counseling is not easily described in a general statement and may vary depending on the personalities of the counselor and patient, and the particular problems or issues you are experiencing. There are many different methods that can be used to deal with the problems that you hope to address. Counseling is not like a visit to a medical doctor. Instead, it calls for a very active effort on your part. In order for mental health intervention to be most successful, you will have to work on things both during sessions and at home.

Counseling can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness or helplessness. On the other hand, counseling has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there is no guarantee of what you will experience.

The first few sessions will involve an evaluation of your needs. By the end of the evaluation, your counselor will be able to offer some first impressions of what your work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information and along with your own opinions determine whether you feel comfortable working with your counselor. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about procedures, you should discuss them whenever they arise. If your doubts persist, your counselor will be happy to help you set up a meeting with another mental health professional for a second opinion.

SESSIONS. Normally an evaluation will last from one to three sessions with the first session being longer. Together, it is decided if your counselor is the best person to provide the services you need in order to meet your treatment goals. Thereafter, if you begin counseling, usually you will schedule one 55-minute session (one appointment hour – 55 minutes face to face and 10 minutes documentation) per week at a time agreed upon, although some sessions may be longer or more frequent. Assessments may take more time. Once an appointment is scheduled you will be expected to attend and pay for that session.

24 hours advance notice of cancellation is required. Our office understands that occasionally circumstances beyond your control arise. We will work with you if that is the reason for cancellation. However, only 2 less than 24-hour cancellations will be excused in any 6-month period. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

PROFESSIONAL FEES. Fees vary depending on the services provided and the credentials of the counselor. A fee schedule is provided on the Professional Disclosure Statement. In addition to weekly appointments, this office charges for other professional services you may need. Other services may include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals, preparation of records or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require this office's participation, you will be expected to pay for all professional time, including, but not limited to communication with any involved attorney; court testimony; and preparation; as well as any expenses or costs, such as transportation or parking. Due to difficulties associated with legal matters, this office charges a higher hourly rate for work related to legal matters. Please refer to the current fee schedule. Refer to our Litigation Related Services Policy for full details regarding involving this office in legal matters.

CONTACTING YOUR COUNSELOR. Your counselor is often not immediately available by telephone. This may be because the counselor is seeing another patient or due to other work commitments. While your counselor will usually be in the office between 8:30 a.m. and 5:30 p.m., your counselor will not answer the phone when with other patients. When your counselor is unavailable a secretary or voicemail will answer the telephone. Messages are monitored and your counselor will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform this office of some times when you will be available. If you are unable to reach your counselor and feel that the situation is an emergency, contact your family physician, psychiatrist, or the nearest emergency room and ask for the mental health person on call. If your counselor is unavailable for an extended time (for example, on a trip) you will be provided with the name of a colleague to contact, if necessary.

LIMITS OF CONFIDENTIALITY. The law protects the privacy of all communications between a patient and psychologist or counselor. In most situations, this office can 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.***

- This office may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, this office will make every effort to avoid revealing the identity of a patient. The other professionals consulted are also legally bound to keep this information confidential. This office will note all consultations in your Clinical Record (which is called “PHI” in the Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- The child or family may need a case staffing at any point when it appears the child or family is not making progress or there are significant issues to address. It is important that we do everything we can for families. Case staffing is an opportunity for the counselors on staff to conduct a review of the case and develop a plan to meet the family’s needs and exchange information about the family and gain consultation from other professionals. Case staffing is used to develop specialized processes and resources to address the needs of individuals and families. In most situations, a case staffing provides another approach to identify concerns by bringing together the team to review cases, identify resolution strategies, and recommend solutions. A good case staffing brings the right people to the table to identify the needs and suggest or supply the resources to meet those needs.
- You should be aware that this office employs administrative staff. In most cases, protected health information will be shared with these individuals for both clinical and administrative purposes such as scheduling, billing and quality assurance. All of the mental health professionals and staff are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of this office without the permission of a professional staff member.
- This office also has contracts with a bookkeeping and a billing company. As required by HIPAA, this office has a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of data except as specifically allowed in the contract or otherwise required by law. If you wish, this office can provide you with the names of these organizations and/or a blank copy of the contract.

There are some situations where this office is permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the counselor-patient privilege. This office cannot provide any information without your (or your legal representative’s) written authorization, or a court order. If you are involved in or are contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order this office to disclose information.
- If a government agency is requesting the information for health oversight activities, this office is required to provide it to them.
- If a patient files a complaint or lawsuit against this office or an employee, this office may disclose relevant information regarding that patient in order to defend this office or employee.

There are some situations in which this office is legally obligated to take action that is considered necessary to attempt to protect others from harm, and this office may have to reveal some information about a patient's treatment. These situations are unusual. If such a situation arises, this office will make every effort to fully discuss it with you before taking any action and this office will try to limit disclosure to what is necessary.

- If this office has reasonable cause to suspect that a child has suffered harm as a result of child abuse or neglect, the law requires that this office file a report with the appropriate governmental agency. Once such a report is filed, this office may be required to provide additional information.
- If this office has reasonable cause to believe that a vulnerable adult suffers from abandonment, exploitation, abuse, or self neglect; or that a disabled person has been abused, the law requires that this office file a report with the Alaska Department of Administration. Once such a report is filed this office may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim, this office may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If a patient threatens to harm themselves, this office may be obligated to seek hospitalization for them, or to contact family members or others who can help provide protection.

PATIENT RIGHTS. HIPAA provides you with rights with regard to your Clinical Record and disclosures of Protected Health Information (PHI). These rights are outlined in detail in the Notice provided to you. Please review that information and ask any questions you have. This office will be happy to discuss any of these rights with you.

While the Notice provided to you and the summary of the exceptions to confidentiality in the previous section should prove helpful in informing you about potential problems, it is important that you discuss with your counselor or an attorney any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex and this office and its employees are not attorneys. In any situation where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS. The laws and standards of the profession require that this office keep Protected Health Information (PHI) about you in your Clinical Record. Release of records tends to interfere with the therapeutic relationship that our office strives to foster in counseling adolescents and their families. Our patient's emotional health and need to know the sessions are confidential outweighs the need for records to be released other than to another mental health professional for further evaluation and treatment. If you provide this office with an appropriate written request, you (or your legal representative) have the right to examine and/or receive a copy of your records. These clinical records can be misinterpreted and/or be upsetting to an untrained reader. For this reason, it is recommended that you initially review these records in your Counselor's presence, or have them forwarded to another mental health professional so you can discuss the contents. This office may charge an administrative copying fee to cover expenses associated with copying your file, in addition to a per page copy charge and may require a subpoena prior to releasing full records.

BILLING AND PAYMENTS. You will be expected to pay for each session at the time it is held unless this office agrees otherwise prior to you receiving service. As a courtesy this office will bill your insurance company for you. Accounts that are more than 30 days past due may be subject to a .875% monthly (10.5 per cent annual) finance charge on the portion that is the patient's responsibility (i.e., the amount not covered by insurance). You will receive a statement every month detailing any patient responsibility. Any questions regarding your bill must be directed to the billing department at 907-726-0426 referencing your account number and provider.

When a minor child of divorced parents is seen, this office will require one parent to be the guarantor for billing purposes. That person will be the responsible party for any outstanding balances. The parent or guardian who initiated contact with our office will be considered the guarantor for billing purposes unless otherwise agreed upon in writing in advance by the parties. In some cases where parents are unable to agree on a guarantor, this office may require a retainer prior to providing services.

At the end of each session you may request a copy of your fee slip, itemizing the charges for that session. If you seek reimbursement from your insurance company you will need to provide this fee slip to your insurance company. This office will replace one lost fee slip free of charge. Thereafter, additional fee slips will be provided for a small fee to cover related expenses. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, this office has the option of using various legal means to attempt to secure payment. This may involve hiring a collection agency or may involve filing a claim in court. Either process will require this office to disclose otherwise confidential information. At this office's option, your account can be forwarded to a collection agency to secure payment and you agree that such action can be taken without further notice to you. In most collection situations, the only information released regarding a patient's treatment is their name, the nature of services provided, and the amount due. If any such collection or legal action is necessary, its costs will be included in the claim, and by signing this agreement you agree to pay any such costs including full reasonable attorney fees, and you agree that venue for any court claim is the Third Judicial District at Anchorage, Alaska.

INSURANCE REIMBURSEMENT. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much, if any, mental health coverage is available. In order to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. It is very important that you find out exactly what mental health services your insurance policy covers as soon as possible. It is your responsibility to contact your insurance company to verify your coverage and benefits for mental health treatment.

If you have a health insurance policy, it may or may not provide some coverage for mental health treatment. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. This office will provide you with assistance, if possible, (for example providing required treatment plans) to help you receive the benefits to which you are entitled; however, *you (not your insurance company) are responsible for full payment of this office's fees.*

Once this office has all of the information about your insurance coverage, your counselor will discuss with you what you can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions.

You should also be aware that your contract with your health insurance company requires that this office provide them with information relevant to the services that are provided to you. This office is required to provide a clinical diagnosis to your insurance company. Sometimes this office is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, this office will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of your insurance company's files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, this office has no control over what they do with such information once it is in their hands. In some cases, your insurance company may share your information with a national medical information databank. This office will provide you with a copy of any report submitted by this office to your insurance company, if you request it. By signing that you read and reviewed this agreement, you agree that this office can provide requested information to your carrier.

Please remember that you always have the right to pay for services directly yourself without seeking reimbursement through your insurance company to avoid any of the problems described above, including limited availability of benefits and/or the release of confidential information.

MINORS & PARENTS. Patients under 18 years of age, who are not emancipated, and their parents should be aware that the law may allow parents to examine their child's treatment records unless this office decides that such access is likely to injure the child or unless agreed otherwise. Privacy in counseling is crucial to successful progress, particularly with teenagers; it is this office's policy to request an agreement from parents that they consent to give up their access to their child's records. If parents agree, then during the course of treatment, this office will provide parents only general information about the progress of the child's treatment and attendance at scheduled sessions. This office may also provide parents with a summary of their child's treatment when it is complete, if requested. Any other communication will require the child's authorization unless it is felt that the child is in danger or is a danger to someone else, in which case, the counselor will notify the parents of the concern. Before giving parents any information this office will discuss the matter with the child, if possible, and attempt to resolve any objections they may have.

If there is any reason to question the custody status of a child patient, this office will require official documentation from the court that specifies what rights are held by which of the parents. This office will comply with these documents. This office provides clinical services and NOT forensic or custody evaluations. As such, this office will not take part in court actions or provide opinions related to custody issues. Such services are available elsewhere in the professional community and parents may be referred as appropriate. Requests by either parent, or parties involved with either parent, for this office to become involved in legal, forensic or custody evaluations may result in termination of services.

QUESTIONS AND COMMENTS. Please feel free to discuss any questions or comments with your counselor.