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35037 Royal Place * Soldotna, AK 99669 * (907) 260-7423

Client Rights and Responsibilities

Client Rights

In all mental health services, wherever and however they are delivered, clients have the right to be treated with dignity, consideration and respect at all times. Clients have the right:

- To expect quality service provided by concerned, trained, professional and competent staff.
- To expect complete confidentiality within the limits of the law, and to be informed about the legal exceptions to confidentiality: and to expect that no information will be released without the client's knowledge and written consent.
- To clear working contract in which business items, such as time of sessions, payment plans/fees, absences, access, emergency procedures, third-party reimbursement procedures, termination and referral procedures, and advanced notice of the use of collection agencies, are discussed.
- To a clear statement of the purpose, goals, techniques, rules, limitations and all other pertinent information that may affect the ongoing mental health counseling relationship.
- To appropriate information regarding the mental health counselor's education, training, skills, license and practice limitations and to request and receive referrals to other clinicians when appropriate.
- To full, knowledgeable, and responsible participation in the ongoing treatment plan to the maximum extent feasible.
- To obtain information about their case record and to have this information explained clearly and directly.
- To request information and /or consultation regarding the conduct and progress of their therapy.
- To refuse any recommended services and to be advised of the consequences of this action.
- To a safe environment for counseling free of emotional, physical, or sexual abuse.
- To a client grievance procedure, including request for consultation and/or medication; and to file a complaint with the mental health counselor's supervisor (where relevant), and /or the appropriate credentialing body.
- To clearly defined ending process, and to discontinue therapy at any time.

Counselor Responsibility and Integrity

Competence

The maintenance of high standards of professional competence is a responsibility shared by all mental health counselors in the best interest of the client, the public, and the professional mental health counselors;

- Recognize the boundaries of their particular competencies and the limitations of their expertise.
- Provide only those services and use only those techniques for which they are qualified by education, techniques or experience.
- Maintain knowledge of relevant scientific and professional information related to the services rendered, and recognize the need for on-going education.
- Represent accurately their competence, education, training and experience including licenses and certifications.
- Perform their duties, as teaching professionals, based on careful preparation in order that their instructions are accurate, up-to-date and educational.
- Recognize the importance of continuing education and remain open to new counseling approaches and procedures documented by peer-reviewed scientific and professional literature.

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FINANCIAL POLICIES

Thank you for choosing New Hope Counseling Center as your behavioral health care provider. We are committed to providing you with the highest quality care available at competitive prices. To continue this service of excellence, it is very important that you follow our Financial Policy, which includes prompt payment of your bill. A clear understanding of the financial responsibility for your care is fundamental to assuring a healthy and professional relationship with our staff.

CLIENT INFORMATION FORM: Please complete the Client Information Form, which includes demographic, emergency, and insurance information. This will ensure correct billing to your insurance carrier. In the event your insurance changes, and you do not notify us of the change in time for us to obtain authorizations or file claims within your insurance company's timely filing deadlines, any unpaid fees will become the subscriber/s responsibility.

NEW CLIENTS: *New clients may be asked to pay the full amount of the first visit at the time of service if we are not able to verify the insurance.* Insurance will still be billed, and any overpayment will be applied toward future sessions.

INSURANCE PLANS: We accept most insurance plans. However, it is your responsibility to check with your insurance company prior to treatment to determine if your policy covers our providers and services. In many cases, insurance companies request authorization prior to seeking treatment. It is your responsibility to obtain this authorization.

***Tricare, Campus, or Champ VA:** If you are covered by any of these policies, you must check with your carrier to ensure your therapist is covered under your particular plan. If you are an Active Duty service member or a veteran, you must secure an authorization code before your first visit.

***Medicare:** *We are not authorized to bill Medicare.*

***Medicaid:** *We are not covered by Medicaid.*

BENEFITS INTERPRETATION: We will do our best to help you understand and interpret your health care benefits. However, it is ultimately your responsibility to understand which services are covered and which are not under your plan. If you have any questions, please contact your insurance carrier to help you with this process.

FISCAL YEAR DEDUCTIBLES: It is our policy at the start of each insurance plan's fiscal year to collect the full amount billable for your visit at the time of your visit until your deductible has been met. Once verification of having met your deductible is made, you will only need to pay your insurance plan's required co-pay or co-insurance due.

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INSURANCE BILLING: If it is determined that your insurance is one that is accepted by New Hope Counseling Center, we will, as a courtesy, bill this company for you. If your insurer does not pay for any reason and an appeal is needed, your signature on this Financial Policy form serves as a waiver for your insurance company to grant us permission to file an appeal on your behalf.

MULTIPLE INSURANCE COVERAGE: For those with more than one insurance coverage, due to cost and time constraints, *we are only able to bill your primary insurance.* However, we will be happy to assist you by providing you information so that you may submit a claim to your secondary insurance company. Please remember that insurance is a contract between you and your insurer. We are happy to help as much as we can to ensure payment of your benefits, however, we cannot, and will not, become involved in disputes concerning deductibles, co-payments, secondary insurance, or what insurance companies refer to as, "usual and customary" reductions.

CO-PAYMENT/CO-INSURANCE: After you have met your insurance company's deductible, you must pay all required co-payments or co-insurance payments at the time of your scheduled appointment.

EMPLOYEE ASSISTANCE PROGRAMS (EAP): New Hope Counseling Center counselors are credentialed with many Employee Assistance Programs. **In order to utilize this service, you must provide the NHCC Office with the name of the EAP and the authorization number prior to the first visit.** If verification is not provided by the first appointment, then your private insurance company will be billed at the full intake hourly rate. If you are not insured, the administrative discount for paying out of pocket will apply, and you will be responsible for payment at time of service.

COURT TESTIFYING: For any employee who must testify in court, New Hope Counseling Center has a minimum charge of 60 minutes at our current 60 minute rate.

COURT PREPARATION: For any employee who must testify in court, New Hope Counseling Center charges our current 60 minute rate per hour for preparation time, with a minimum charge of one hour. This pays for the clinician's time to review all case notes and/or prepare required court documents.

NO SHOWS AND LATE CANCELLATIONS: New Hope Counseling Center is a non-profit corporation that relies heavily on your prompt payment to keep our services available. In the event that you are unable to keep an appointment, you must notify our Front Office at least twenty-four (24) hours in advance. If you do not call to cancel or reschedule your appointment, you will be charged \$30.00 for the missed session. Missed appointment fees are due and payable before the next scheduled session. Insurance and/or other third-party coverage cannot, and will not, be billed for no-shows or late cancellations.

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BALANCES OWED AFTER INSURANCE HAS PAID: If there is a balance owed after your insurance has paid, you are responsible for payment of this balance. If we know what this balance will be at the time of your appointment, you are expected to pay at this time. Otherwise, we will call you or send you a statement in the mail. Payment is due upon receipt.

*New Hope Counseling Center reserves the right to discontinue services to you if your account is more than thirty (30) days past due or to refuse services if payments owed at the time of a scheduled service are not paid. Accounts more than ninety (90) days past due or with undeliverable addresses may be forwarded to a collection's agency for recovery.

RETURNED CHECKS: There is a \$50.00 charge for all returned checks.

REFUND REQUESTS: Clients who have a credit on their account and would like that amount refunded to them must complete a Refund Request form available from the Front Office staff. Refunds will be made only if all dates of services have been paid by the insurance company. If it is determined there are other outstanding balances on your account, any requested refund will be applied to the outstanding balance. You must allow up to thirty (30) days from the time the refund is requested to receive the funds.

ACCOUNT RESPONSIBILITY: It is our policy to bill the insurance subscriber for any balances left on accounts. "Accounts" include services rendered to you, a spouse and/or dependents. If any responsible party fails to make timely payments on their portion of the account, we reserve the right to refuse treatment. If you do not have insurance, you are personally responsible for your own debt, and payment is expected at the time of service. In the case of minor patients with no insurance, the adult accompanying the patient is responsible for payments due at the time of service.

CLIENT ASSISTANCE PROGRAM: We do not offer a Client Assistance Program. However, for client's without insurance and/or those paying out of pocket, we offer a twenty five percent (25%) administrative discount **as long as fees are paid at time of service.**

By my signature (on the New Client Informational Forms Acknowledgment page), I confirm that I have read and understood the above financial policies. Any questions I had have been answered.

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Client Notice of Privacy Practices

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

(Updated: February 2021)

Our Pledge Regarding Mental Health Information:

The privacy of your mental health information is critically important to us. We understand that your health information is personal and we are committed to protecting it. We create a record of care and the treatment you receive here. We maintain this record to provide you with quality care and to comply with certain legal requirements. This notice will tell you about the ways we may use and share health information about you. It also describes your rights and certain duties we have regarding the use and disclosure of protected mental health information.

Our Legal Duty:

Law Requires Us to:

1. Keep your health information private
2. Give you this notice describing our legal duties, privacy practices, and your rights regarding your health information.
3. Follow the terms of the notice that is now in effect.

We Have the Right to:

1. Change our privacy practices and terms of this notice at any time, provided the changes are permitted by law.
2. Make effective the changes in our privacy practices and new terms of our notice for all health information we keep, including information previously created or received before the changes.

Notice of Changes to Privacy Practice:

1. Before we make an important change in our privacy practices, we will change this notice and make the new notice available upon request.



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Use and Disclosure of Your Protected Mental Health Information:

The Following section describes different ways that we use and disclose protected health information. Not every use and disclosure will be listed. However, we have listed all the different ways we are permitted to use and disclose health information. **We will not use or disclose your mental health information for any purpose not listed below without your written authorization. Any specific written authorization you provide may be revoked at any time by submitting a written request to do so.**

Treatment Purposes: We may use health information about you to provide you with health treatment or services. We may disclose health information about you to staff that is taking care of you. We may also share information about you with other health care providers to assist them in treating you.

Payment Purposes: We may use and disclose your health information for payment purposes. We may submit requests for payment to your insurance company. The insurance company maintains the right to request certain information from us regarding care given. We will provide the required information to them about you and the care given so that you may access your insurance benefits.

Operation Purposes: We may share your health information for our business-related matters, such as audits, billing services, accounting, and legal services. We also may use and disclose your health information for our health care operations. This may include measuring and improving quality, evaluating the performance of employees, conducting training programs, and getting the accreditation, certificates, licenses, and credentials we need to provide service to you.

Other Disclosures & Uses Required/Permitted by Law Include:

Abuse & Neglect: All practitioners of New Hope Counseling Center are mandated by Alaska State Law to report suspected abuse and neglect of children, elderly, and persons with disabilities.

Court Proceedings: We may disclose your protected information in the course of any judicial or administrative proceeding as allowed or required by law, with your specific written consent, or as directed by a judge's court order. We do not routinely release protected information in response to an attorney's subpoena.

Harm to Self or Others: To avert a life-threatening situation, we may disclose your protected information consistent with applicable law to prevent an imminent threat to the health or safety of a person or the public.

Law Enforcement: Under certain circumstances, we may disclose health information to law enforcement officials. These circumstances include reporting required by certain laws (such as reporting of certain types of sounds), pursuant to court orders, reporting limited information concerning identification and location at the request of law enforcement officials, reporting death, crimes on our premises, and crimes in emergencies.



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Notification: In the event of an emergency, hospitalization, and with your permission, we may use or disclose your protected information to notify, or assist in notifying, a family member, personal representative, or other person responsible for your care, about your location, and about your general condition. In case of emergency, and if you are not able to give or refuse permission, we will share only the health information that is directly necessary for your health care, according to professional judgment.

Workers Comp: If you are seeking compensation through Workers Compensation, we may disclose your protected information to the extent necessary to comply with laws relating to Workers Compensation.

Other Uses: Other uses and disclosures besides those identified in this notice will only be made as authorized by law or with your specific written consent, which you may revoke in writing at any time.

Your Information Rights:

The health and billing records we maintain are the physical property of New Hope Counseling Center. The information in it, however, belongs to you.

You have a right to:

- Request a restriction on certain uses and disclosures of your file by delivering the request in writing to our office. We are not required to grant the request, but we will carefully review any request received.
- Obtain a paper copy of this notice by making a request at our office.
- Request that you be allowed to inspect and/or receive a copy of your file and/or billing record. You may exercise this right by delivering your request in writing to our office. Payment of one dollar per page is due when file copies are picked up.

If you are a parent or legal guardian of a minor, please note that certain portions of the minor's file may not be accessible to you. This determination is made by the minor's therapist if he/she determines that your access to the file would be harmful.

- Request that your file be amended to correct incomplete or incorrect information by delivering a written request to our office. We are not required by law to make such amendments.
- File a statement of disagreement if your amendment is denied, and require that the request for amendment and any denial be attached in all future disclosures of your file.
- Obtain an accounting of disclosures of your information as required by law by delivering a written notice to our office. An accounting will not include internal uses for treatment, payment, or disclosures made to you at your request.



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- Revoke authorizations that you made previously except to the extent information or action has already been taken, by delivering a written revocation to our office.
- Review this notice before signing any consent authorizing use and disclosure of your protected information for treatment, payment, and operation purposes.

If you want to exercise any of the above rights, please contact the Privacy Officer at (907) 260-7423, 35037 Royal Pl., Soldotna, AK 99669, by phone or in writing, during normal business hours. She will provide you with assistance on the steps to take to exercise your rights.

Our Responsibility

New Hope Counseling Center is required to:

- Maintain the privacy of your information as required by law;
- Provide you with a notice stating our duties and privacy practices as to the information we collect and maintain about you;
- Abide by the terms of this notice;
- Notify you if we cannot accommodate a requested restriction or request; and
- Accommodate your reasonable requests regarding methods to communicate information about you.

We reserve the right to amend, change, or eliminate provisions in our privacy practices and access practices and to enact new provisions regarding the protected information we maintain. If our information practices change, we will amend our notice. You are entitled to receive a revised copy of this notice by calling and requesting a copy or by picking one up at our office.

To Request Information or File a Complaint

If you have questions, would like additional information, or want to file a complaint regarding the handling of your information, you may contact the Privacy Officer at (907) 260-7423, during normal business hours. If you believe your privacy rights have been violated, you may file a written complaint at our office by delivering the written complaint to Dianna Hyatt. You also may file written complaints with the Executive Director, Debbie Hamilton, or the Office of Civil Rights of the U.S. Department of Health and Human Services. New Hope Counseling Center will not retaliate against you if you file a complaint. We cannot, and will not, require you to waive the right to file a complaint with the Department of Health and Human Services as a condition of receiving treatment from our office.

By my signature (on the New Client Informational Forms Acknowledgment page), I confirm that I have read and understood the above privacy policies. Any questions I had have been answered.



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Tele-Behavioral Health Services Information

Tele-behavioral Health involves the use of electronic communications to enable therapists to provide services to individuals who would otherwise not have adequate access to care. Tele-behavioral Health may be used for services such as individuals, couples, or family therapy, follow ups, and training/education in a group setting. Tele-behavioral Health is a fairly recent way of delivering care and there are some limitations compared with seeing a therapist in person. Limitations include not having the person-to-person contact and not being an adequate fit for all populations. The limitations can be addressed and are fairly minor depending on how well the sound and video are working during the Tele-behavioral Health session.

Expected Benefits:

- Improved access to care by enabling individuals to remain in their community
- Access to the expertise of a specific specialist

Possible Risks:

There are potential risks associated with the use of Tele-behavioral Health. These 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 such as play therapy
- Delays in treatment could occur due to the deficiencies or failures of equipment
- In very rare instances, security protocols could fail, causing a breach of privacy of personal information. However, security measures will be taken to prevent a breach of privacy.

Additional Points for Client Understanding:

1. I understand that Tele-behavioral Health 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 Tele-behavioral health sessions will be recorded or photographed.
3. I understand that the laws that protect privacy and confidentiality of client information also apply to Tele-behavioral health, and that no information obtained in the use of Tele-behavioral health which identifies me will be disclosed to other entities without my consent.
4. I understand that because this is a technologically-based method, sometimes it may be necessary for a technician to assist with the equipment. Such technicians will keep any information confidential.

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5. I understand the Tele-behavioral health is done over secure communication system that is almost impossible for anyone else to access, but that since it is still a possibility, I accept the very rare risk that this could affect confidentiality.
6. My therapist explained to me how the videoconferencing technology will be used. I understand the Tele behavioral health sessions will not be exactly the same as in person session due to the fact that I will not be in the same room as my therapist.
7. I understand there are potential risks of technology, including interruptions, unauthorized access, and technical difficulties. I understand my therapist or myself can discontinue the Tele-behavioral Health sessions if it is felt that the videoconferencing connections are not adequate for the situation.
8. I understand that my demographic information may be shared with other individuals for scheduling and billing purposes.
9. I understand that I may experience benefits from the use of Tele-behavioral health in my care, but that no results can be guaranteed or assured.
10. I understand that if there's an emergency during a Tele-behavioral health session, my therapist will call emergency services and my emergency contacts.
11. I understand that if the video conferencing connection drops while I am in a session, that I will have a phone line available and to contact my therapist.
12. I understand that I will be asked to create a safety plan with my therapist in case of an emergency.

Tele-Behavioral Health Safety Plan

I have provided New Hope Counseling Center with two emergency contact numbers and the number to the local hospital. If there's an emergency during the session, my therapist has permission to contact my emergency contacts and the local hospital.

I have provided New Hope Counseling Center with a working telephone number to reach me if the video conferencing connection fails during the session.

New Hope Counseling Center has provided me with a contact number. If connection fails and New Hope Counseling Center does not call me back within five minutes, then I will call the counseling center.