

Kootenai Counseling Center Mission Statement

At Kootenai Counseling Center, we strive to enhance the community environment by offering a range of services that include counseling, consultation, outreach, and education. Counseling services are provided with the recognition and appreciation of each client's individual and unique personality. We strive to create and maintain an environment that is warm and welcoming. We value diversity and differences and make every effort to provide a feeling of safety that promotes intellectual and emotional growth while fostering personal and social learning and development. In addition, we aspire to be a highly visible and appreciated member of Kootenai county community. We serve a variety of individuals from adolescence to elderly from various walks of life. We believe we play an essential role in helping to create a community climate that fosters emotional, intellectual, and interpersonal growth as well as building relationships.

Notice of Privacy Practices

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

This notice is effective as of 09/01/2016. We are required by law to protect medical information about you. At Kootenai Counseling Center, we only release information outlined in accordance with state and federal laws and the ethics of the counseling profession. We are also required by law to provide you with this notice of privacy practices explaining our legal duties and privacy practices with respect to mental health information. We are only allowed to use and disclose mental health information in the manner that we have described in this notice.

Use and disclosure of protected health information for the purposes of providing services.

State and federal laws allow us to disclose your information to provide treatment services, collect payment and conduct necessary healthcare operations.

Explanation of Counselor Disclosure Statement

Counselors are required by Idaho state law 54-3410A to provide written disclosure before counseling begins. It is the counselor's responsibility to disclose information to clients and to discuss information with clients so that they agree to treatment with knowledge of the material facts necessary to make a decision. Once the client has read and understands the informed disclosure, the consent can be signed. Client's voluntary enters counseling and can terminate at any time without penalty.

Treatment

I may use and disclose healthcare information about you to provide continuing care, manage or coordinate care. If a referral is needed, specific information may be disclosed about you such as your symptoms or diagnosis. A case may need to be discussed with other professionals to assess treatment options. We leave out identifying information to protect your anonymity.

For example, Mary has come in to see a therapist about her depression. The therapist will initiate a diagnostic assessment to identify the severity of the stressors and give a mental health diagnosis. The therapist will fax the mental health assessment (after a release is signed) to Mary's primary care physician to assist him in making medical decisions.

KCC may use and disclose mental health information about you to obtain payment for services that you received. We would use this information to verify insurance coverages, process claims and collect fees. If you do not want your information shared, we can make arrangements for private pay.

For example, Mary is using her Regence insurance to pay for services. KCC's billing contractor will need to gather personal information to submit a claim or to submit a payment to collections. Some examples of information they will need are your name, card information, date of birth, address, and diagnosis, to name a few.

Other Healthcare Operations

KCC may use and disclose medical information about you to perform a variety of health care operations. Health care operations help us improve our facility and the services we render. Examples of Healthcare operations at KCC include:

- Cooperating with outside organizations that evaluate, certify or license health care providers.
- Collaborating with outside organizations that assess the quality of care including government agencies.
- Providing training programs for students, trainees, healthcare providers, or non-health care providers to improve our practice and skills.
- Resolve grievances within KCC.
- Working with others (such as lawyers, accountants, and other providers) who assist us to comply with this notice and other applicable laws.

For example, Medicaid has decided to do their yearly audit on KCC to make sure all information needed in the file is true and accurate as well as verify the client is getting appropriate care. An auditor wants to confirm that KCC is following protocols within the contract KCC has with Medicaid.

For example, Mary has been displaying some strange symptoms that are out of character. The therapist may contact her primary care doctor or psychiatrist to verify if there was a medication change or any other medical concerns, such as head trauma. The therapist may staff with another professional to see if she has come across something similar and finally, the therapist may have to contact another facility to coordinate further testing.

For example, Mary complained and did not like the quality of care she was receiving. KCC would notify quality assurance to review Mary's record. KCC may also discuss Mary's records with an attorney.

Payment

Insurance (45 CFR 164.504(f)). Kootenai Counseling Center accepts most insurance. It is the responsibility of the client to contact their insurance company to find out their coverage, deductible, and copays before the first visit. Clients are also responsible for any expenses incurred and owed to Kootenai Counseling Center whether insurance covers the service or not.

Fees: Kootenai Counseling Center therapist charge is \$60 per 45-minute session. I receive cash, checks, or charge, including Health savings accounts. Payments are due at the time of service. If fees are paid through credit card, by signing this form you agree to charges billed to your card from Kootenai Counseling Center or KCC LLC. These payments are nonrefundable, however, if an overpayment was made a credit may be given for next session or reimbursement after the billing process has completed. Exceptions of payment may be considered by the therapist and taken on a case by case

basis. KCC utilizes CBP Affiliated Services 1246 Yellowstone Ave #D1Pocatello, ID 83201 208-232-7323 for account collection when payments are 180 days overdue unless other arrangements are made. By law, only your address information is given to outside services for payment collection purposes (45 CFR 164.501). However, I would much rather work on a payment plan with you.

Sliding Fee scale: Sliding fee scale is available if you are paying out of pocket. Additional information is required, please ask the therapist for details before the session begins.

Other uses and disclosures without your consent

Your confidentiality is essential to me, and I do everything in my power to protect your information; however, there are some situations where confidentiality is broken. Under state and Federal law, the following are the exceptions to confidentiality:

1. **Harm to self** (45 CFR § 164.512(j)). Threats of suicide including a plan. If the client is a minor, parents/guardian will be informed.
2. **Harm to others.** (Children:45 CFR 164.512(b)(1)(ii) 45 CFR § 164.512(j)(1)(i). Adult/elderly (45 CFR 512(c); Under state and federal law, I am required to report:
 - a. Child/elderly abuse.
 - b. A threat to someone's life
 - c. Deliberation or commission of a crime or harmful act.
 - d. An adult in a domestic violence situation where there is a reasonable concern.

In these instances, mental health information may be disclosed to the Department of Social Services if we believe there is a call for concern.

3. **Court proceedings** (45 CFR 164.512(e)(1)(i)). In the case where you are charged with a felony in criminal court, and I am subpoenaed by a judge, it is my obligation to relinquish records.
4. **Public health activities** (45 CFR 164.512(b)). Information about you may be disclosed for public health activities. Public health activities include but are not limited to investigating diseases, reporting child/elderly abuse, monitoring work-related illnesses, or medication mismanagement.

For example, A client disclosed to a therapist he has been keeping his elderly mother in an old trailer outside of his home; It's winter, and she has no heat. He also disclosed he uses her social security checks to buy alcohol (this would also be covered under harm to others clause).

5. **Health oversight activities.** Information may be given to health care entities or specific government agencies that oversee operations such as insurance fraud.
6. **Law enforcement.** (45 CFR 164.512(f)(1)(ii)(C) request to a Subpoena; (45 CFR 164.512(f)(1)(ii)(C) This request states that the information is pertinent to an investigation). We may disclose mental health information to law enforcement for specific law enforcement purposes.

For example, June is a 13-year-old adolescent that revealed she has a secret hiding place she goes to get away with her parents when she is angry. June has been missing for three days, and an Amber Alert is sent out. The therapist may reveal June's information to help find her.

For example, Mr. Jones is a 26-year-old male that has a severe mental illness. It is reported that he has been sited around town and has a history of homelessness. Informing law enforcement of his mental illness may be helpful in how they approach Mr. Jones.

7. **Worker's compensation.** (45 CFR 164.512(a);164.502(b)). We may disclose mental health information to comply with worker's compensation laws.

8. **Certain government functions** (45 CFR 164.512(k)(2)).: We may disclose some mental health information about you to certain government agencies such as intelligence agencies, national security agencies as well as veterans or military entities. The government does not have unlimited access to your records.

***NOTE:** The above information are situations where we don't necessarily need your consent, however, to maintain trust we will, in most instances, discuss the situation first and ask for a release of information.

Authorizations: Signed consent. A signed consent or Release of Information is a document you sign giving KCC permission to relinquish records. Unless witnessed by me, all signatures are verified with the signatures on file and only records and dates specified will be released. Any mental health records that leave the office will need to have a signed consent form, even if they are for your personal use. It is important to note that there may be sensitive information about you that you may not understand, therefore in some instances a scheduled amount of time will be allotted to go over notes.

You have the right to revoke any authorizations at any time. There are limited instances where an authorization will be continuous, and that is for insurance purposes. Please notify the therapist if you would like a release revoked, a client initial on the authorization form will be needed. However, verbal authorization is ok in most instances. **YOU DO NOT HAVE TO SIGN AN AUTHORIZATION TO RECEIVE CARE.**

Clients Rights

1. You have a right to a copy of this notice.
2. You have a right to inspect and receive a copy of your records upon request (charges will apply after your first request). Therapists may deny access to records if they feel the information will be detrimental to their mental health.

NOTE: Children between the ages of 14 to 18 still have rights. If I feel that records released to a parent will be detrimental to the minor client, I have a right to refuse access (Idaho state law: Title 16 ch. 24 sec. 1).

3. A right to have medical information amended. If you feel that the information is incorrect or inaccurate, you have five years from the date of the assessment to request an amendment. If you would like me to amend the information, the request must be made in writing stating why you want the information changed. If denied you have a right to file a disagreement statement. We have the right to refuse your request in certain circumstances. If your request is rejected, I will inform you why I did so.

For example, John Doe was 16 when he came in for mental health counseling. At the time he was diagnosed with Major depression. He attended counseling for a year and was discharged due to meeting goals. When he graduated from high school, he wanted to join the military. The military requested his mental health records and saw his diagnosis of MDD. John has the right to request an amendment to his diagnosis.

4. **Right to Notification:** If a Breach of your Medical Information Occurs. You have a right to be notified in the event there is a breach of your mental health information. If a breach of your information occurs, I will inform you promptly with the following information.

- a. A brief description of what happened
- b. A description of the health information that was involved.
- c. Recommended steps you can take to protect you from harm.
- d. What steps I am taking in response to the breach.
- e. Contact procedures so you can obtain further information.

5. **Right to Request Restrictions on Uses and Disclosures.** You have a right to request me to limit the use of your information. Under federal law, I must agree with your request and comply with your restrictions.

For example, Mary was required to seek mental health counseling by her work due to some incidents. Mary requested limited information be available to human resources. She stated the only information she wanted to be shared was her attendance and if she participated. No other information would be shared, including diagnosis.

6. **Right to Accounting disclosures.** Accounting disclosure is a detailed list of where your information was sent and is kept with your records. You have a right to receive a complete listing of all entities where your information was disclosed, within the last six years of your initial meeting. If you would like a list of disclosures, please request in writing and allow 30 days for the request to be completed.

If you believe your privacy rights have been violated or if you are dissatisfied with our privacy practices. Please contact Barbara Wilson 1-800-395-1159. There will be no retaliation or change in your treatment.

To File a written complaint with the federal government, please use the following contact information.

U.S Department of Health and Human Services
200 Independence Ave, S.W
Room 509F HHH Bldg
Washington DC, 20201
Phone: 202-619-0257

Counselor Commitment

Counselors are required to adhere to the professional code of ethics adopted by the Idaho Counselors Licensing Board as well as the American Counseling Association and the American Psychological Association. These governing bodies regulate the practices of licensed professional counselors. It is my commitment to you to provide evidenced-based treatment that is effective for you. You may, at any time withdrawal from treatment or seek another opinion.

Risks Associated with Counseling

There is no guarantee that counseling will produce specific results and there are some risks that are associated with therapy. Counseling may expose aspects of the client's life that are uncomfortable to discuss. I assure you when situations arise; I will use my professional skills to the best of my ability to address your concerns and help manage possible risks. If questions or concerns arise about the process being used, I encourage you to discuss it with me. In therapy, the more you put into it, the more you get out of it.

Client responsibility

Therapy only works when you are ready to do the work. Therapists do not solve your problems. We are there to give you the education, tools, and encouragement you need to overcome your obstacles; In other words, a therapist should not be working harder than the client.

Parents: In children (8-12) I require parents to be involved in the therapy process. I give parents homework to work with their children throughout the week. Remember, kids will see me for about 30-45 minutes per week, they generally don't have the memory to retain the information or the ability to change their negative behavior through self-motivation.

Cancellation/Missed appointments: I understand that life happens. However, too many missed appointments jeopardize the therapy process and will most likely lead to continued negative behavior and habits; This is especially true with children. I require 24-hour notice on cancellations. When cancellations are last minute, it prevents me from filling that time spot, and I lose an opportunity with another client. It would be much appreciated if you would notify me of any vacation, cancellations or discontinuation of therapy. Two no shows will result in the termination of the counseling relationship. I have the right to charge for no-shows that are not reported within a 24-hr period.

Confidentiality

Termination. Termination is a time when therapy comes to an end. There are four reasons that termination is applied:

1. You have met your goals.
2. The therapy is no longer beneficial, in which I would be happy to make referrals.
3. Inappropriate behavior on the part of the client or the counselor, in which transfer of care is necessary.
4. Two no-shows without communication.

Continuing services. In the case that I am unable to continue counseling due to prolonged illness, accident, termination or death, three referrals will be offered to you for you to keep with your treatment.

Contact information. My office hours are Tuesday through Friday by appointments only. I do not offer walk-in appointments. However, I often have a time slot open for crisis situations, but this is on a first come first serve basis. I am available by phone Monday through Friday between the hours of 9 am to 5 pm, and after hours if you let me know to expect your call. I have a voicemail system that alerts me when I receive a message and will return messages within 24 hours. I see clients throughout the day, so there may be a bit of time before I can return your call. If I see a client in the evening, I may call you the next morning unless you state otherwise. You can reach me at 1-800-395-1159. Please do not leave messages regarding your situation on voicemail. I also use texting as a form of reminders or appointment changes or cancellations. I do NOT do therapy over texting. When texting, do not leave personal information. Texting is not a safe form of communication and to protect your privacy I will never ask you for personal information over text. An additional form is provided at the time of service regarding the further explanation of this type of communication. Phone lines, especially phones with internet connection are not secure and therefore jeopardize confidentiality.

Interpreter Services. Under Title VI of the Civil Rights Act of 1964, free interpreter service is provided for those who need them. Kootenai Counseling Center utilizes CTS Language Link to provide safe, confidential counseling services.

Client's Bill of Rights

I _____, have been informed about my Notice of Privacy Practices and KCC's informed consent. I have been offered a copy of my Notice of Privacy Practices at time of service or given website address to view it at a later time. If at any time, I have any questions, concerns or doubts I will discuss them with the counselor. I understand a copy of Notice of Privacy Practices is available on Kootenaicounselingcenter.com website and I can view them whenever I choose if I decide not to adhere a copy.

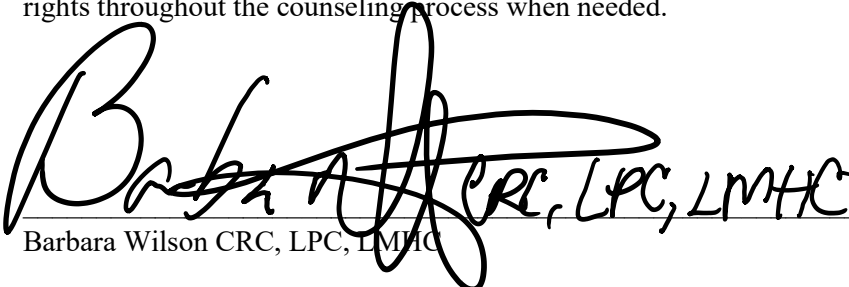
This copy will be retained in the client's file.

_____ Date _____
Client's name (Print)

_____ Date _____
Client signature

_____ Date _____
Parent/Guardian signature if applicable

I have discussed all the previous topics with the client (and/or guardian) and will continue to remind the client of their rights throughout the counseling process when needed.

 _____ Date _____
Barbara Wilson CRC, LPC, LMHC