

Upstream Counseling, LLC
Maria Ballard, MS. LPC
741 Sesame St. Suite 1B
Anchorage, Alaska 99503

Service Contract and Disclosure Statement

This document contains important information about my professional services and business practices. Please read it carefully and write down any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us.

Counseling Services:

I am a Licensed Professional Counselor in the state of Alaska, and a master's level counselor with a graduate degree in clinical psychology from the University of Alaska Anchorage. I have training and experience diagnosing and treating a variety of emotional and psychological problems. I have experience working with adults in individual, couple and group therapy. I help clients overcome the following issues: recovery from recent traumatic events, sexual assault, transitional moments or major life changes, grief and loss, addiction issues, mood and anxiety disorders, trauma (big and small), dissociation, managing stress and emotions, and attachment issues. I also have experience working with serious and persistent mental illness, and psychotic disorders.

I use an eclectic and person-centered approach to address these issues and utilize the Adaptive Information Processing Theory as my theoretical orientation. I am trained in the following modalities: Acceptance and Commitment Therapy, Mindfulness, Motivational Interviewing, and Dialectical Behavior Therapy. Please note that EMDR (Eye Movement Desensitization and Reprocessing Therapy) is my preferred method for treatment and will be offered to all appropriate clients. You are not required to continue with EMDR if it is not a good fit.

I continually participate in ongoing trainings and consultation groups for the above modalities as well as other areas of clinical interest to ensure that I am facilitating your treatment with the latest research and evidenced based practices.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant areas in your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy has also been shown to have benefits for people who participate in it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are however no guarantees for a particular outcome even if you attend sessions on a weekly basis. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and most importantly outside of sessions.

Client Responsibilities:

Clients are responsible for payment for services.

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We will discuss payment arrangements during the first session. Insurance billing will be processed by Practice Solutions LLC, and if insurance is used, I bill claims electronically and only bill primary insurance. Clients are responsible to pay for deductibles and copay/coinsurance at the time of service. Regardless of how someone chooses to pay **I require clients to authorize me to keep their credit card information on file for agreed upon transactions through an app called Ivy Pay.** If for some reason a client gets behind payment more than 60 days and arrangements for payment have not been made, then I may use legal means such as a collection agency or small claims court to secure payment. Personal information such as name, services provided, and amount due could be released. Note: I prefer to work through these issues together than use legal means to secure payment. Please note: If your insurance company does not cover any portion of your payment then you are required to make up the difference.

Clients are responsible for attending sessions as scheduled.

Therapy sessions are by appointment only and because your appointment time is reserved only for you, it is necessary to charge for appointments (**no exceptions**) that are not canceled 24 hours in advance as I can often fill these appointments with notice. **Note: insurance does not pay for missed appointments. The fee charged for missed appointment is \$100.** Please contact me at 907-444-4867; if I do not answer, leave a message stating you will be unable to attend the scheduled session and the date and time of the message will serve as your notice. If you miss or cancel three sessions in a row you will be discharged from services due to non-participation. Services will be discontinued after 30 days of no contact, or after three attempts at contact have been made, unless previously arranged.

Please note: if running more than 15 minutes late the session will be forfeit and a no show fee will be charged. It is not appropriate to do trauma work/therapy with less than 45 minutes as time is needed to appropriate close session.

** Please note: Maria Ballard is an Alaska state and International crisis responder. In the event of an emergency deployment, and any resulting cancellations of previously scheduled sessions your session will receive priority rescheduling at no additional cost to you. I will do everything I can to provide more than 24-hours' notice prior to the cancellation or rescheduling, however due to the nature of some emergencies this may not be avoidable.

Clients are responsible for their well-being.

Due to the nature of my business I am often not immediately available by telephone and therefore, unable to provide immediate crisis intervention. You are responsible for using your own crisis plan between appointments and during times I cannot be reached by telephone. If you do not have a crisis plan I will assist you to develop one. **If you are experiencing an emergency**

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or are in crisis call the 24-hour Crisis Emergency Hotline at (907) 563-3200, call 911 or go to our nearest hospital emergency room as they are prepared to handle psychiatric emergencies. There is also a texting crisis line at 741-741.

Clients are responsible for communicating appropriately to receive full benefit of therapy.

Email and texts will not be used for primary communication between the therapist and client. I do not do therapy by email or text message, since there is too much information I am unable to see or hear. If you prefer you may contact me via text message or email ONLY in regard to rescheduling, pending appointments, or if you are running late. **Note: email and text messaging are not secure forms of communication and because of the nature of the internet, I cannot guarantee your confidentiality if you choose to use this method.** I check my voicemail daily and make every effort to return calls the same day but if I do not return your call the same day, I will contact you via phone or email the following day. Note: There are times that I'm unable to return your call that includes: Holidays and weekends, and evenings (outside of my office hours). If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary. Please note: All email messages are required to be a part of the medical record.

SOCIAL MEDIA SHOULD BE CONSIDERED PUBLIC COMMUNICATION:

Please note: Social media "friending" or direct or private messaging will not be accepted per ethical guidelines.

Clients are responsible to not attend sessions under the influence to receive full benefit of therapy.

It is not necessary to "prepare" for a session, although clients may wish to do so. It is recommended that clients do not use mood-altering substances for at least 24 hours before our session, as this affects how you think and feel, and may impede your therapeutic progress. This includes, but not limited to, alcohol and marijuana. If you arrive intoxicated by a substance this may be a barrier to treatment and if so your appointment will be rescheduled, and session will be treated as a voluntary no show.

Causes for discharge.

If a client threatens or reports that they plan to threaten myself, one of my family members or anyone in my office this will be cause for immediate discharge from my practice.

If a client assaults myself, one of my family members or anyone in my office this will be cause for immediate discharge from my practice.

If a client misses or cancels three sessions in a row, they will be discharged from services due to non-participation.

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If a client has not had contact with me for at least 30 days, or three attempts at communication have been made, then it will be assumed the client no longer wishes to continue services and will be discharged from services.

Therapist Responsibilities:

Protecting client confidentiality

I am required by law and ethical principles to protect your confidentiality. You may authorize me to release oral or written information regarding your care with others by signing a Release of Information form however there are a few exceptions which are as follows:

1. The law requires that I notify others if I judge that a client has made a clear threat of violence to an identifiable victim.
2. If I access that client is highly suicidal or unable to take care of themselves, I may notify proper authorities to arrange for hospitalization.
3. I am obligated by law to report suspected physical abuse or sexual abuse or severe neglect of children, elderly or the handicapped.
4. In cases of criminal liability or child custody disputes, my records may be subpoenaed by a legitimate court of law. *
5. When insurance reviewers request information about your therapeutic progress, I will release information only as requested. *
6. I may release your name for bill collections processing. No treatment related content will accompany this disclosure. Since payment usually occurs at each session, this is very rare.
7. To provide my clients the best standard of care I periodically seek consultation and clinical direction from other professionals if this occurs, your confidentiality will be maintained and your name and identify will be disclosed only in compliance with AS 08.29.200. The consultants are also bound to keep the information confidential. If your case is discussed at consultation, a note will be placed in your clinical record.

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*I will do my best to protect your confidentiality within the limits of the law. If you foresee any possible legal issues, such as divorce or custody battles, please inform me. I am not trained in the legal profession, I do not do forensic or parental evaluations and I prefer to stay out of the courtroom. If I am called to court for any reason by a person/court in regard to your care, you are responsible for paying for my time and will be charged \$1,500 for the court date and then my hourly rate if I am called to appear again thereafter.

* You should also be aware that most insurance companies require a clinical diagnosis to authorize services for reimbursement. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). Any requested information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands.

Professional Fees:

90-minute intake session: \$250

45- minute individual psychotherapy session: \$150

55-minute individual psychotherapy session: \$175

Please note: My professional fees will vary as I have various contracts with multiple insurance companies.

Cash, checks and credit cards are accepted forms of payment.

There will be a \$25 charge for all checks returned for non-sufficient funds.

Records

The laws and standards of my profession require that I keep treatment records. You are entitled to receive access to your records. Summary of chart notes are encouraged, and full chart notes are provided at my discretion. Fees for documentation such as copies of records, letters or reports start at \$35. If the time goes beyond 20 minutes, then I charge my hourly rate of \$175 for the time it takes to complete your requested task. Please allow 1 – 2 weeks for your records to be prepared. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that we review them together so that we can discuss the contents; or I can send them to another mental health professional who is working with you.

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The information provided in this document is required by the Board of Professional Counselors which regulates all licensed professional counselors.

Board of Professional Counselors
Division of Corporations, Business & Professional Licensing P.O. Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2551

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Tele-Health Informed Consent

I, _____, hereby consent to participate in virtual sessions called tele-health with, Maria Ballard at Upstream Counseling LLC, as part of my psychotherapy. I understand that tele-health is the practice of delivering clinical health care services via technology assisted media or other electronic means between a practitioner and a client who are located in two different locations.

I understand the following with respect to tele-health:

1. 1) I understand that I have the right to withdraw consent at any time without affecting my right to future care, services, or program benefits to which I would otherwise be entitled.
2. 2) I understand that there are risks, benefits, and consequences associated with tele-health, including but not limited to, disruption of transmission by technology failures, interruption and/or breaches of confidentiality by unauthorized persons, and/or limited ability to respond to emergencies.
3. 3) I understand that there will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.
4. 4) I understand that the privacy laws that protect the confidentiality of my protected health information (PHI) also apply to tele-health unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; I raise mental/emotional health as an issue in a legal proceeding).
5. 5) I understand that if I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that tele-health services are not appropriate, and a higher level of care is required.
6. 6) I understand that during a tele-health session, we could encounter technical difficulties resulting in service interruptions. If this occurs, end and restart the session. If we are unable to reconnect within ten minutes, please call me at (907) 444-4867
- 7) I understand that my therapist may need to contact my emergency contact and/or appropriate authorities in case of an emergency.

Emergency Protocols

I need to know your location in case of an emergency. You agree to inform me of the address where you are at the beginning of each session. I also need a contact person who I may contact

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on your behalf in a life- threatening emergency only. This person will only be contacted to go to your location or take you to the hospital in the event of an emergency.

In case of an emergency, my location is: _____
and my emergency contact person’s name, address, phone: _____

I have read the information provided above and discussed it with my therapist. I understand the information contained in this form and all of my questions have been answered to my satisfaction.

Signature of client _____ Date _____

Signature of therapist _____ Date _____

Agreement and Consent for treatment

My signature below acknowledges that I have read and received a copy of the above material (counseling services, meetings, professional fees, payment and insurance reimbursement, contacting me, professional records, services for minors and confidentiality). I hereby consent to abide by the terms outlined above. I understand that I am responsible for all fees at the time of service unless other arrangements have been made in advance and know that I am free to ask questions at any time for clarification. I consent to treatment by Maria Ballard, LPC

Client Printed Name and Signature Date

Legal Guardian Printed Name and Signature Date

Maria Ballard, MS, LPC Date

My initials below acknowledge that I have read, understood, and received the following:

____ Notice of Policies and Practices (HIPAA) Date _____

____ Service Contract and Disclosure Statement Date _____

____ Telehealth Service Contract and Limits of Confidentiality. Date _____