



Counseling Services and Business Policies

Welcome to Willow Creek Counseling Center, LLC! Our hope is to serve you and/or your family and work towards the best possible outcome.

This document contains important information about our professional counseling services and business policies. It also contains information about our policies and practices to protect the privacy of your health information. Please read this document carefully and let us know if you have any questions or concerns. By signing this document, you will be stating that you were provided with this information and it will represent a binding agreement between us.

Psychotherapy Services: Psychotherapy varies depending on the therapist, the client and the client's particular situation and goals. There are many different methods which may be used to deal with a particular situation, goals, and objectives. For the best outcome, each client must choose to invest energy in the process and work actively on relevant topics both during and between sessions. Psychotherapy can have benefits and risks. The risks may include experiencing uncomfortable feelings like sadness, guilt, anger, anxiety or frustration when discussing aspects of life. Psychotherapy has been shown to have benefits that can include better relationships, solutions to specific problems, increased life satisfaction, improved physical health, and significant reductions in feelings of distress. However, there are no guarantees as to what each client will experience.

Types of Therapy Services: The type of service provided also depends on the therapist, the client and the client's particular situation and goals. Sessions can occur face to face, in the therapist's office or through Telemental Health services. This is the use of telecommunications technology to provide behavioral health services.

Telemental health uses computer programs, video conferencing, internet programs, teleconferencing and smartphone applications for the remote delivery of mental health services including assessment, diagnosis, system tracking and treatment. Providers follow state and federal laws regarding licensure, confidentiality and interjurisdictional

requirements. Additionally, the technology utilized in providing Telemental Health services meets and/or exceeds those outlined by the American Telemedicine Association and other professional associations. If determined necessary, the therapist may perform sessions in the client's home, at school, or at another remote location agreed upon by both the client and therapist. If additional fees are associated with travel or meeting at a different location, the client will be made aware of this before the session is scheduled.

What to Expect: The first few sessions will involve an evaluation of your situation including needs, goals, and objectives to work toward. Psychotherapy can involve a significant investment of time, energy, and money. It is important to select a therapist with whom you are comfortable working. If at any time you have questions about therapy, please discuss them as they arise. If you decide to discontinue therapy, we will provide referrals to other therapists or other appropriate resources if requested.

Sessions: We schedule 50-minute sessions. If you would like longer sessions, the price will be pro-rated according to the length of appointment that is agreed upon. If you arrive late for an appointment, the remaining time of the scheduled session is available to you if you have called to state you will be late. If you have not called, we may not be available after 15 minutes from the scheduled start time. At times, it may be appropriate to meet more or less than once per week if that is consistent with the agreed upon treatment plan. If you need to cancel a scheduled therapy session, you must do so at least 24-hours in advance. If you do not cancel a scheduled appointment with at least 24-hours notice, or if you fail to attend a scheduled session, you agree to pay the full fee for that session, unless it is agreed upon that the absence was due to uncontrollable circumstances.

Professional Fees: Fees are listed on the Counseling Fees document. In addition to regular sessions, it is policy to charge the therapy rate on a pro-rated basis for other professional services required. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings or consultations with other professionals which have been authorized, preparation of records or treatment summaries, and time spent performing any other professional service.

Unless it is evident to be in the best interest of the client, therapists associated with The

Willow Creek Counseling Center, LLC will decline if asked to participate in any legal or court hearings. If it becomes necessary to participate, the rate for preparation and participation in a court hearing or other legal proceeding will be \$350 per hour. You will also be charged this rate for travel time, waiting time and agree to pay any additional necessary fees (for example, parking fees). Prepayment of expected fees will be required one week (7 days) in advance of legal proceedings. You understand you will be billed for any remaining amount. If at the conclusion of legal proceedings there is a surplus in the account, the client will receive a refund within 10 business days.

Billing and Payments: You will be expected to pay the full agreed upon fee at the time of each session unless other arrangements have been made. Payments may be made by check, cash, or credit card. Payment schedules for other professional services will be agreed upon when/if they are requested. If a payment by check does not clear due to insufficient funds or any other reason, you will be expected to reimburse Willow Creek Counseling Center, LLC in full for any related bank fees.

Insurance Billing: My signature below authorizes and directs payment of medical benefits for services billed to my health care provider. We will bill your insurance company directly for those who qualify. You must verify your insurance benefits with your insurance carrier prior to service as you are liable for any charges they do not cover due to lack of benefit or specific denial made by them. Please remember that insurance billing is a courtesy and done with every possible effort to save you in fees, please notify us immediately if your information changes.

If our therapists are considered out of network with your insurance provider or plan, you may use your FSA or HSA to cover services.

Please check your coverage carefully as deductibles and copayments often apply.

If you choose to not bill insurance and pay out of pocket for your sessions, we operate on a sliding scale based on income. We will need you to provide the most recent tax return to determine where you fall on the scale.

Contacting Your Counselor: We do have a front office manager, however she is not

able to answer calls at all hours. Also, because we do not take calls during sessions, we may not be immediately available by telephone. A confidential voicemail may be left at **859-554-0740**. Every effort will be made to return calls within 24 hours, more promptly if possible. If you are in an emergency situation we recommend you call your local emergency services at 911, or go to the nearest hospital emergency room, telling them of your emergency. You understand that you are NOT to wait for someone from our office to return your call in an emergency situation.

Social Media Policy: Therapists do not interact or accept “friend” requests via social media sites (Facebook, LinkedIn, etc) because it has the potential to compromise privacy and complicate our therapeutic relationship. Emails, cell phones, computers and faxes: Computer, email, text, and cell phone communications can be relatively easy to access by unauthorized people and hence, can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Additionally, emails are not encrypted, and faxes can be sent erroneously to the wrong address. Our computers are equipped with a firewall, virus protection and a password, and we also store all paper records in files securely in a locked area. If you communicate confidential or highly private information via email, we will assume you have made an informed decision and will view it as your agreement to take the risk that such communication may be intercepted, and will respond honoring your desire to communicate on such matters via electronic means. You agree that electronic communications are part of your medical record. You agree to not use electronic communication for emergencies. Due to computer or network problems, electronic communications may not be deliverable or done so in a timely manner.

Professional Records: The laws and standards of the therapy profession requires that treatment records are retained and kept for a period of 7 years after the last point of contact. You are entitled to examine and/or receive a copy of your record if requested in writing, unless it is believed that seeing the information would be emotionally damaging, in which case they will be sent to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to people who are not mental health professionals. Willow Creek Counseling Center, LLC reserves the right to charge \$.75 per page for the cost of copying and \$25.00 for administration costs beyond the first copy of records.

Confidentiality: In general, the law protects the privacy of all communications between

a client and a mental health provider. We may only release information about your treatment to others if you sign a written authorization form provided for you in our front office. It is necessary that a separate form be filled out for each individual with whom you would like to have information about your treatment released. You may revoke any such authorization at any time, which must be in writing. However, in the following situations, your authorization is not required to release your personal information:

- Therapist's duty to warn another in the case of potential suicide, homicide or threat of imminent, serious harm to another individual.
- Therapist's duty to report suspicion of abuse or neglect of children or vulnerable adults.
 - Therapist's duty to report prenatal exposure to cocaine, heroin, phencyclidine, methamphetamine, amphetamine or their derivatives, THC, and excesses and habitual use of alcohol.
- Therapist's duty to report the misconduct of mental health or health care professionals.
 - Therapist's duty to provide a spouse or parent of a deceased client access to their child or spouse's records.
 - Therapist's duty to provide parents of minor children access to their child's records. Minor clients can request, in writing, that particular information not be disclosed to parents. Such a request should be discussed with the therapist.
- Therapist's duty to release records if subpoenaed by the courts.
 - Therapist's obligations to contracts (e.g. to employer of client, to an insurance carrier or health plan.) If an emergency happens to your therapist causing your therapist to be unable to provide services, your protected health information may be shared with a colleague within the same practice, for both clinical and administrative purposes, such as billing, scheduling, and quality assurance. This therapist is bound by the same rules of confidentiality as your regular therapist.

By signing this document, I am agreeing with the release of my health information to all therapists employed by Willow Creek Counseling Center, LLC if the need arises. Please discuss any questions or concerns you have about confidentiality with us at any time. If you have specific legal questions about the laws regarding confidentiality, the exceptions, and how it may relate to your situation, please seek formal legal advice from an attorney.

Other Client Rights: You agree that you understand the following:

- I have the right to request and receive confidential communications of my protected health information by alternate means or at alternative locations. For example, clients may request the therapist send any correspondences to an address other than the clients' home address if not wanting family members to know about therapy.
- I have the right to request that the therapist change information in my record. I understand I am required to make such requests in writing along with reasons for the requested changes. The client's request will be noted.
- I understand I generally have the right to receive an accounting of any disclosures the therapist has made of protected health information, which did not require client authorization.
- I understand my therapist may use or disclose my health information for treatment purposes including presentation of my case in consultation with other professionals or consultants who are bound by the legal framework of privacy and confidentiality for professional development and guidance purposes. This case consultation may include case consultation with other therapists at Willow Creek Counseling Center, LLC, Inc. or with therapists and supervisors outside of Willow Creek Counseling Center, LLC In most cases, outside consultation will be undertaken without the use of any identifying information.
- I understand my therapist may use or disclose my health information for the purposes of payment and health care operations including internal administration, participating in periodic file review, and normal business accounting procedures.

Changes in Services or Fees: Willow Creek Counseling Center reserves the right to change the policies, practices, procedures and fees described in this document. You will be notified within 30 days of any such changes.

Minors: If you are under 18 years of age, please be aware that the law may provide your parents with the right to examine your treatment records. It is our policy to request an agreement from your parents that they consent to give up access to your records. If they agree, your therapist will provide them only with general information on how your treatment is proceeding as well as a summary of your treatment when it is complete. However, if your therapist feels that there is a high risk that you will seriously harm yourself or another, your therapist will notify them of the concern. Before giving your parents any information, your therapist will discuss the matter with

you.

Safety: We strive to provide a safe environment for all. Please let us know immediately if you have concerns for your safety while at our office. You agree that if you engage in verbal, written or physical behavior that is threatening to a therapist or a therapist's family, or any other person at Willow Creek Counseling Center, LLC, any therapist at Willow Creek Counseling Center, LLC may identify you to the police, explain that you are a client at our office, and report the threatening behavior using your personal identifying information. Further, if needed, you agree that any therapist or others at Willow Creek Counseling Center, LLC may take other legal action to ensure safety for any therapist and any therapist's family or other people at our office using your personal identifying information.

Information Received & Services Requested: The following materials pertaining to therapy (please check each) have been reviewed. Copies of these materials are available on our website.

____ Confidentiality Statement ____ Fee Information ____ Privacy Information (HIPAA)

____ I understand the basic goals, ideas, and methods of this therapy. I have no important questions or concerns that the therapist has not discussed with me. I understand that reaching the agreed upon therapy goal is not guaranteed. I understand that therapy is successful for some people, moderately successful for others, and for some not successful at all. I further understand that the initial symptoms or problems that were presented to the therapist may initially become more intense. I am agreeing to participate in the following types of services, while acknowledging that the course of therapy may change, and the participants may change, by agreement of all parties.

_____ Individual Therapy

_____ Couples Therapy (partner name)

_____ Family Therapy (family names)

_____ Group Therapy

If I am participating in couples or family therapy I understand that:

- I do not have an individual file. Instead we share a couples or family file that holds

all of the sessions regardless of who participates in any particular session.

- All people participating in therapy need to consent for information to be released from a couple or family file.
- When I am a participant in couple or family therapy and come to a session without all of the other participants listed above, I am giving my consent for my therapist to verbally share information from that session that the therapist deems pertinent to our work together with the other people participating with me in therapy.

Counselors: Willow Creek Counseling Center, LLC is proud to be a place where those learning the counseling profession can come train under qualified, licensed therapists. While participating in therapy, you have the opportunity to be paired with a counseling student/intern, an MFTA, LPCA, LPCC or an LPCC-S. If there are any changes in fees due to the level of degree of your therapist, these will be set prior to your initial session. There could also be a time when a counseling practicum student is present. You have No Obligation to allow a practicum student to sit in on your session with your therapist. However, if you agree to allow the student to sit in, the student falls under the role of any other therapist with Willow Creek Counseling Center, LLC and you understand the same above information applies in all areas.

- Counseling Students/Interns are those who are completing a Master's Degree in Counseling. These individuals are not yet licensed professional counselors and are currently enrolled in a Master's program with a focus on mental health counseling. These individuals are under supervision from a university or college professor as well as a Licensed Professional Clinical Counselor Supervisor at

Willow Creek Counseling Center, LLC

- Licensed Professional Counselor Associate (LPCA) - is a provisionally licensed professional counselor who has completed a master's level counseling program, passed necessary national examinations, and is currently working toward full licensure by completing a designated amount of supervised clinical counseling hours.
- Marriage and Family Therapy Associate (MFTA)- is a provisionally licensed professional counselor who has completed a master's level counseling program, passed necessary national examinations, and is currently working toward full licensure by completing a designated amount of supervised clinical counseling hours.

- Licensed Professional Clinical Counselor (LPCC) - is a licensed professional counselor who has completed a master's level counseling program, passed necessary national examinations, has completed all designated supervision hours and completes yearly continuing education hours to maintain active state licensure.

- Licensed Professional Clinical Counselor Supervisor (LPCC-S) - is a licensed professional counselor who has completed the mandatory training to become a supervisor for associate counselors, interns, and students and completes yearly continuing education hours to maintain active state licensure as well as supervisor certification.

Conclusion and Signatures: By signing below I am indicating that I have received and read the information in this document, have discussed the contents with my therapist to my satisfaction, and agree to abide by its terms during the course of therapy. I understand I may request a copy of this document.

Client 1 - Print Name _____
Signature _____ Date _____

Client 2 - Print Name _____
Signature _____ Date _____

Therapist - Print
Name _____

Therapist Signature _____
Date _____