

# PHONE:812.518.1490 FAX:812.490.8181 CCCGO.COM/COUNSELINGCENTER

# COUNSELING POLICIES – ADULT

Please read through our policies carefully. **Keep this for your records**. There is important information about our professional services and business practices as well as responsibilities and expectations of you as the client. When you sign the <u>Signatures</u> page it signifies you understand all the policies as well as the responsibilities of both the client and the counselor.

## WELCOME

A decision to seek professional counsel is a significant step. We are honored you have chosen our center. We will make every effort to bring our skills and resources to each session to enable you to find solutions for your specific concerns. We look forward to the work about to be undertaken. Because of our Christian perspective we offer therapy that stems from our belief in acceptance, compassion, and respect for each person. You will not feel pressured or obligated to believe a certain way, but it is important you understand this is foundational to our approach. None of the counselors in our center are physicians and we do not prescribe medication.

### **EXPECTATIONS**

Please check-in with the receptionist at the beginning of each session. You will have received the counseling policy form and a personal history questionnaire. Please have them filled out prior to the appointment or plan to come at least 15 minutes early to fill them out. The time allotted for your appointment cannot be extended due to incomplete forms.

The initial session will orient you as to what you should expect in counseling. It will involve beginning to gain an in-depth understanding of what brought you to counseling. The first few sessions are also important for establishing rapport and setting some preliminary goals. Appointments are usually scheduled for 50 minutes once a week. In some circumstances, you may need more or less than one appointment each week and your counselor can discuss this with you.

### THE BENEFITS AND RISKS OF COUNSELING

Counseling involves the possibility of both risks and benefits. Generally, there are no quick results. Counseling will require commitment and often hard work. It is impossible to guarantee you will get the results you seek.

However, the benefits of counseling have been demonstrated in hundreds of well-designed evidence-based research studies. People who are depressed may find their mood lifting. Others may no longer feel excessively afraid, angry or anxious. In counseling, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients are provided with tools, information, and steps to overcome their problems. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions – as individuals, in their close relationships, in their work or education, and in the ability to enjoy their lives.

But there are also risks such as experiencing uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Some people recall unpleasant memories. Clients may have problems with people important to them. Family secrets may be told. Problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making any important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

### RELATIONSHIP BETWEEN CLIENT AND COUNSELOR

It is natural in a counseling situation for a valued relationship to develop between counselor and client(s). However, in order for the most professional and best quality counseling to occur, the discussion of counseling issues must be confined to a professional setting. You may run into your counselor in another setting. Your counselor will NOT be able to talk to you about your therapy in such a setting. This is to protect your privacy and keep the relationship professional. Relationships that develop in counseling **will not be able** to continue once counseling has ended. This is mandated by the ethical guidelines of our professions. Your counselor will NOT be available for phone consultations between sessions unless you make specific arrangements. Phone or electronic consultation will be charged at the listed rate. **Your counselor will not connect to you via** 

# social media and please do not try to connect with or follow your counselor on <u>personal</u> social media. If you have any questions about this policy, please feel free to discuss it with your counselor.

# TELEPHONE AND EMAIL COMMUNICATIONS

Voicemail is available between sessions. Messages will be returned as soon as possible during business hours. Voicemail will not be monitored after hours and should not be considered as a means to contact your counselor in crisis or emergency.

Emails, texts and cellular service should not be considered confidential, and CCC is not responsible for information transmitted through those means.

# LENGTH AND END OF YOUR COUNSELING

It is difficult to judge the length of counseling. Your counselor may be able to give you some idea regarding the possible length, but it is just an estimate. The end of counseling can happen for different reasons: 1) A natural ending occurs after goals are reached. 2) You may feel your needs are not being met. It may be possible to reevaluate the goals or approach if you discuss this with your counselor. If not, referrals can be offered to you. 3) You and/or your counselor may determine she or he is not the best fit for you. Typically, this would be done in the first few sessions but sometimes in can happen later in the process. 4) It may be determined that the particular treatment you are receiving is not suitable. For example, if you are coming to counseling once a week but you really need intensive outpatient or inpatient treatment. 5) You may have other reasons or circumstances that lead to your decision that are not related to counseling.

If you think you want to discontinue, it is important to discuss these feelings with your counselor before you make a decision. However, you have the right to end counseling at any time and are not required to give an explanation to the counselor. After counseling has ended, you may return later for additional counseling sessions.

# NOTICE OF PRIVACY PRACTICES

Indiana law protects the privacy of communication regarding mental health treatment between you and your counselor. Before disclosing mental health information about you to others, we will request your permission, and have you sign a written form. Indiana law generally restricts our disclosure of your Protected Health Information (PHI) in most instances. However, there are **some exceptions** to this that are described below.

- 1. We may use and disclose PHI about you to provide health care treatment to you. This may include communicating with other health care providers regarding your treatment and coordinating and managing your health care with others. In addition, we may use and disclose PHI about you when referring to a physician. We may contact you with information about treatment, services, products or health care providers. We may contact family members in case of an emergency.
- 2. We may use and disclose PHI about you to run our practice. We may contact you to schedule or remind you of appointments. We may leave messages in your voice mail or with the person who answers the phone. If we have to contact you, we will use the information we have in our records. If an account is unpaid, we have the right to turn it over to a collection agency.
- 3. We may use and/or disclose PHI about you for a number of *circumstances in which you do not give consent*, give authorization or otherwise have an opportunity to agree or object. Those circumstances include:
  - When law required the use and/or disclosure. For example, when federal, state or local law or other judicial or administrative proceeding requires a disclosure.
  - When the disclosure relates to minors or the elderly who are or may be victims of abuse, neglect or violence. For example, if we are informed or reasonably suspect that a child is or has been abused or neglected by you or a family member, we are mandated by law to report that to the Department of Social Services. Child abuse includes, but may not be limited to, severe physical punishment, sexual molestation, neglect, and abandonment.
  - When the use and/or disclosure is to avert, prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If you threaten to harm either yourself or someone else, we are obligated to take whatever actions seem necessary to protect any involved people from physical harm. This includes the obligation to warn any person who may be harmed by your behavior. This is a responsibility we do not take lightly and would only happen if it was determined that danger was imminent and unavoidable.
  - When the use and/or disclosure relates to correctional institutions and other law enforcement situations.
  - We may discuss your case during supervision or consultation we deem important to provide you the best treatment. Every effort will be made to disguise identifying information.

If you sign a written authorization allowing us to disclose PHI about you in a specific situation, you can later cancel your authorization. If you cancel your authorization in writing, we will not disclose PHI about you after we receive your cancellation, except for disclosures that were being processed before we received your cancellation. You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.

You have the right to ask for a copy of your medical record. You have the right to ask us to correct health information about you that you think is incorrect or incomplete. We may say "no" to the request, but we have to let you know why in writing within 60 days. You can ask us to contact you in a specific way or to send mail to a different address. We will agree to all reasonable requests. You can ask for a list of all the times we have shared your health information for 6 years prior to your request.

## **RECORDS**

Counselors are required to keep a record of each session. The kind and amount of information will vary with different Counselors. If you have questions about this, you can ask your therapist. Your records are not shared with anyone unless noted in the privacy section. We are required to keep a copy of your records for 7 years for adults and 7 years after the 18<sup>th</sup> birthday of a minor. After that the records may be destroyed.

A client record remains the property of Crossroads Counseling Center. However, clients may have access to information contained in the file, except in those cases where the release of such information may be deemed harmful to the client's wellbeing. Information can be released to others upon written informed consent of the client. In the event of request for transfer of records, the records will be forwarded upon completion of a Release of Information Form.

# **EMERGENCIES**

The counselors at CCC are not on call. We do not have specific access or privileges at any hospitals. We will do our best to respond to emergencies, but we do NOT provide 24-hour coverage. If you or a family member has an emergency, please call 911. There are services available that provide rapid response and follow-up access to psychiatric help.

# COUPLES AND FAMILY THERAPY

Couple and family counseling differ somewhat from individual counseling. The couple or family unit is the "client" and your counselor's first priority is to the relationship. Your counselor will work hard to be impartial and not favor an individual. Often there are good reasons to see members of a couple or family individually, or in smaller groups, such as just the patients, or just the children, but the focus is the relationship. Confidentiality policies also change in couple or family counseling. Asking your counselor to keep secret disclosures from others in the family is difficult and puts the counselor in an awkward position. Generally speaking, anything shared in couple's counseling is available to both parties. Sometimes relationships do not work out. Only you and your partner can make the final decision to marry, separate or divorce. If your relationship changes or you need individual therapy, your marriage counselor may need to refer you to another counselor. **Both partners must sign the privacy and consent page**.

### COURT AND LEGAL PROCEEDINGS

CCC providers do NOT perform court evaluations, nor do they appear in court on behalf of individuals, children or adults. Our services are designed to assist in alleviating problems through assessment and/or the process of psychotherapy. If you think that there is the possibility that something related to counseling may be involved in a legal or court action, please inform your counselor as soon as possible. A referral can be made to a clinician that is trained appropriately.

CCC providers are not trained for, nor do they maintain records with the intended purpose of court involvement. In addition, the legal process is such that we may be compelled to reveal information about you that could affect you negatively or undermine your relationship with your counselor. Because the client-counselor relationship is built on trust, with the foundation of that trust being confidentiality, it is often damaging to the therapeutic relationship for the counselor to be asked to present records to the court, testify whether factual or in an expert nature, in court or deposition.

In the event that it is necessary, by court order or by subpoena, for the counselor to testify before any court, arbitrator, or other hearing officer to testify at a deposition, whether the testimony is factual or expert, or to present any or all records pertaining to the counseling relationship to a court official, the client agrees to pay the counselor for his or her services, including but not limited to: travel, necessary expenditures (copies, parking, meals, and the like), time spent speaking with

attorneys, reviewing records and preparation of reports), at the rate of \$250.00 per hour, rounded to the nearest half hour. The client further agrees to pay a retainer fee of \$1500.00 one week prior to the appearance, presentation of records, or testimony requested. (Checks are not an acceptable form of payment for these services.)

#### **CLIENT PAYMENT AMOUNTS**

Session fees are based upon a sliding scale:

\$0-\$50,000 = \$60 \$50,001-\$75,000 = \$85 Over \$75,001 = \$95

Other fees are as follows:

Late Cancellation/No Show - \$30 Returned Check – \$25 (plus amount of check) Court & Legal Activity - \$1500 retainer \$250/hr

#### ACCOUNT RESPONSIBILITY

Payment is due at the time of service. The collected payment is based on your annual taxable household income.

If payment for services is not received, your counselor has the right to suspend or stop treatment. CCC also reserves the right to forward your information to a collection service if there is a default on any payment obligations described in this agreement.

#### MISSED APPOINTMENTS

All services are provided by appointment only. We realize that on occasion you will not be able to make a scheduled appointment. However, to protect the practice for the unnecessary loss of availability for clients in need, it is our policy to charge \$30 for each missed appointment.

This fee is waived with 24-hour notice. This is the policy of CCC and your counselor is not permitted to waive it. We understand the true emergencies happen. Please provide us with adequate verification and the charge may be dismissed. Excessive missed appointments may result in the termination of treatment, whether you are present or not, at the discretion of your counselor.

#### **OUTSTANDING BALANCE**

New appointments cannot be scheduled if the outstanding balance is over \$250.