

## COUNSELING POLICIES – MINORS

*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 Signatures 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 counseling 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 and your child 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. Please check to see if your child could use the bathroom prior to the appointment as it is disruptive to stop in the middle of a session.

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 why you brought your child 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, your child 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 for your child.

However, the benefits of counseling have been demonstrated in hundreds of well-designed evidence-based research studies. Children who are sad may find their mood lifting. Others may no longer feel excessively afraid, angry or anxious. In counseling, children have a chance to talk things out fully until their feelings are relieved or the problems are solved. They are provided with tools, information, and steps to overcome their problems. Their relationships and coping skills may improve greatly. There might be less conflict in the family. They may grow in many directions – as individuals, in their friendships, in their educational setting, 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 clients recall unpleasant memories. Sometimes children will act out if they are distressed. 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 or your child 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 personal social media.** If you have any questions about this policy, please feel free to discuss it with your counselor.

#### PLAY THERAPY

Play therapy is a model of therapeutic intervention for children. It is different from regular play in that it includes a set of techniques conducted by a licensed counselor who has special training in play therapy. Think of play therapy for children as talk therapy for adults. It works because developmentally, children have a limited ability to use words to describe what they are experiencing. Play Therapy assists children to express their needs, wants, and wishes in a way that is developmentally appropriate for them. The use of therapy toys allows children to externalize their emotions, making them easier to face and resolve. Play therapy may involve the use of therapeutic touch and/or contact. The ethical guidelines regarding touch are quite strict but please discuss this with your child's therapist if you have any questions.

#### RECORDING

Out of respect for the clinical process and the privacy rights associated with the provision of clinical services, audio or video recording of sessions is strictly prohibited unless all parties, including your therapist and custodial parent(s) have agreed in writing to permit the recording of session content.

#### COMMUNICATION WITH PARENTS

We will make every effort to appropriately include and communicate with the parents and families of our minor clients. We believe that the ideal treatment for children is in the context of their families. Children with unmarried, separated or divorced parents generally need contact with both parents unless it is clear that contact might be problematic for the child's safety or mental health. Parents are entitled to understand the nature of their child's problem as well as the method and course of treatment. Both parents have access to their child's medical records unless full custody has been awarded to one parent. **In such cases, the most updated custody agreement will be required.**

That being said, privacy is essential for successful treatment. It is our hope and request that you allow your therapist professional discretion about what is disclosed to you regarding your child. This is especially true for adolescents. Disclosure, especially if the relationship of the custodial parents is adversarial, can irrevocably damage a therapeutic alliance. If the therapist determines that there are significant safety or mental health issues that should be discussed, every effort will be made to schedule a session with parent(s) and/or your child. If there is no imminent crisis then the therapist will likely encourage your child to disclose any information to you if that is developmentally appropriate. By signing this consent, you agree to the therapist's professional discretion regarding the disclosure of details.

#### 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. The role of your counselor is to provide psychotherapy services to your child, **not to assess fitness for custody, serve as an advocate on their issues or act as an expert witness.** 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 or your child that could affect him or her 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 typically 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.)

### 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 child's 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 your child. Typically, this would be done in the first few sessions but sometimes it can happen later in the process. 4) It may be determined that the particular treatment you are receiving is not suitable. For example, if your child is 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 this 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.

### 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.

### 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.

### 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 requires 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 counselor. Your child’s records are not shared with anyone unless noted in the privacy section. We are required to keep a copy of your records 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 well-being. 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.

**UNATTENDED CHILDREN**

We are unable to provide supervision for children in the waiting room and cannot accept responsibility for their safety if left unattended. For the safety and welfare of the children and out of consideration for others, please make arrangements for childcare during therapy sessions, or provide adult supervision for children in the waiting room. Parents will be held responsible for any property damage caused by their child. If a child is too disruptive the session may be interrupted and if necessary, may not continue.

**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 \$250hr

**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.