

# WILSON COUNSELING and ASAP at WILSON PLACE

## NOTICE OF PRACTICE POLICIES

**STATEMENT OF PRACTICE POLICIES:** This document contains important information about professional services and business policies. You can discuss any questions that you may have when you meet with your therapist. When you sign it, it will represent an agreement between you, the client (or the client's representative), and your therapist.

**COUNSELING SERVICES:** Psychotherapy is the process of a psychotherapist talking with you about your problems in order to promote your well-being. Methods vary. You may ask about therapy orientation, experience, and procedures used. For psychotherapy to be most successful, it calls for effort on your part, such as working on topics discussed, both during and between sessions. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness or helplessness. However, it has been shown to have many benefits, such as better relationships, solutions to problems, and reduction in feelings of distress. After your first session, your therapist will tell you whether he or she can treat you for your problem, what your work can be expected to include, and goals for your treatment. At that time, you can decide whether you want to work with your therapist to resolve your problems. You have the right to end therapy at any time, without any obligation beyond payment due for completed sessions. Should you decide to withdraw from therapy early, you are asked to attend one more session to discuss your reasons. Therapy termination before completion can be the result of misunderstanding or the painfulness of what you are dealing with at that time. You are encouraged to talk with your therapist before you make a final decision.

**SESSIONS:** Your therapist will usually schedule one session (one appointment hour of 50 minutes duration) per week. As you progress in therapy, it may be decided to schedule less frequently. If children will be coming with you, please bring another adult to supervise them while you are in session. If you have to cancel an appointment, please give two days' notice. You will be billed \$75 for all missed sessions for which notice was not received at least one weekday in advance, unless you and your therapist both agree that you experienced an unavoidable emergency or your therapist is able to fill the appointment slot. Please note that insurance companies do not pay for cancelled sessions.

**PROFESSIONAL FEES:** The hourly fee for psychotherapy is \$125.00 after the first session. The hourly fee for the first session is \$150.00. For other professional services, such as report writing, telephone conversations lasting longer than 10 minutes, consulting with other professions, preparation of records or treatment summary, the fee is \$32 per quarter hour or \$125.00 per full hour. If you require participation in legal proceedings, including custody cases, you will be expected to pay for all professional time, including preparation and transportation, even if the therapist is called to testify by another party. Because of the increased professional challenges for legal involvement, fees are higher for such services and a fee schedule can be provided to you upon request.

**INSURANCE REIMBURSEMENT:** Health insurance policies will usually provide some coverage for mental health treatment. Be sure to check whether your insurance policy requires you to request authorization before your first session. Office staff will assist you in obtaining the insurance benefits to which you are entitled. Note that in all cases, you (not your insurance company) are responsible for full payment of fees. You should carefully read the section in your insurance coverage on mental health services. If anything is not clear to you even after calling your insurance company, we are willing to contact the insurance company on your behalf. You should be aware that a health insurance company usually requires that your therapist provide it with a clinical diagnosis and sometimes additional information such as treatment plans and progress notes. Your therapist will attempt to release only the minimum of information that is necessary for the purpose requested. By signing this Agreement, you agree that your therapist may provide requested information to your insurance carrier. Note that you have the right to pay for services yourself to avoid having information sent to your insurance company (unless prohibited by contact).

**BILLING AND PAYMENTS:** You will be expected to pay your part of the fee at the time of each session, unless otherwise agreed. In circumstances of unusual financial hardship, negotiation of a fee adjustment or a payment installment plan can be discussed. Overdue accounts will be charged a monthly re-billing fee of \$5. If you have not paid on your account for more than 60 days, legal means to secure payment of your bill may be pursued. You will be responsible for the legal fees and court costs, including reasonable attorney's fees, for this collection process. In most collection situations, the only information released is the client's name, address, phone number, the nature of the services provided, and the amount due. Wilson Counseling, LLC very much appreciates payment at the time of service.

**CONTACTING YOUR THERAPIST:** Therapists are in session through the majority of the day and are often unable to take your call immediately. Please leave a message with your name and number and a short statement describing reason for the call. Your therapist will attempt to return your call on the same day with the exception of weekends and holidays. Outside of office hours, the Helpline at 270.843.4357 is available. For emergencies, contact or go to your nearest emergency room. If your therapist will be unavailable for an extended time, you will be provided with the name of another therapist whom you may contact in case of need.

**THIS AGREEMENT:** After you have read this Statement of Practice Policies, please indicate your agreement by signing at the designated place on the Intake Cover Sheet. Rev. 01/08/14

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## NOTICE OF PRIVACY PRACTICES

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

- I. Uses and Disclosures for Treatment, Payment and Health Care Operations: Your treatment provider may use or disclose your Protected Health Information (PHI) for treatment, payment and health care operations purposes. To help clarify these terms, here are some definitions:
- PHI: Refers to information in your health record that could identify you.
  - Treatment: Refers to the service provided, coordinated or managed health care, and other services related to your health care.
  - Payment: Refers to when your provider obtains reimbursement for your healthcare.
  - Health Care Operations: Refers to activities that relate to the performance and operations of the practice.
  - Use: Refers to activities only within the practice group such as sharing, employing, applying, utilizing, examining and analyzing information that identifies you.
  - Disclosure: Refers to activities outside of the practice group such as releasing, transferring or providing access to information about you to other parties.

Uses and Disclosures Requiring Authorization: Your treatment provider may use or disclose PHI for purposes outside of treatment, payment or health care options when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. When your treatment provider is asked for information for purposes outside of treatment, payment or health care options, an authorization will be obtained from you before releasing this information. An authorization will also be needed before your psychotherapy notes are released. "Psychotherapy notes" are notes that your therapist may have made about conversations during a private, group, joint or family counseling session and that have been kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorization of PHI or psychotherapy notes at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your therapist has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage and the law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures with Neither Consent nor Authorization: Your therapist may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: If your therapist has reasonable cause to believe that a dependent child is neglected or abused, he or she must report this belief to the appropriate authorities, which may include the Kentucky Cabinet for Health and Family Services or its designated representative; the Commonwealth Attorney or the County Attorney; or local law enforcement agency or the Kentucky State Police.
- Adult & Domestic Abuse: If your therapist has reasonable cause to believe that an adult has suffered abuse, neglect or exploitation, he or she must report this to the Cabinet for Health and Family Services.
- Health Oversight Activities: The Kentucky Social Work Board may subpoena records that are relevant to its disciplinary proceeding and investigations from your therapist.
- Judicial and Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and records thereof, such information is privileged under state law and will not be released without the written authorization of you or your personal or legally appointed representative or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- Serious Threat to Harm Self: If you communicate to your therapist a threat to harm yourself, he or she may seek hospitalization for you or contact family members who can help provide protection.
- Serious Threat to Health or Safety: If you communicate to your therapist an actual threat of physical violence against a clearly identified or reasonably identifiable victim or an actual threat of some specific violent act, he or she has a duty to notify the victim and law enforcement authorities.
- Workers' Compensation: If you file a Workers' Comp claim, you waive the psychotherapist-patient privilege and consent to disclose your health information reasonably related to your injury or disease to your employer, Workers' Comp insurer, special fund, uninsured employers' fund or administrative law judge.

### Patient's Rights and Therapist's Duties

- Patient Right to Request Restrictions. You have the right to request restrictions on certain uses and disclosures of PHI, however your therapist is not required to agree to your requested restrictions.

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- Patient Right to Receive Confidential Communications by Alternate Means and at Alternate Locations. You have the right to request and receive confidential communications of PHI by alternate means and at alternate locations. For example, you may not want a family member to know you are receiving treatment and make a request that bills be sent to another address.
- Patient Right to Inspect and Copy. You have the right to inspect or obtain a copy (or both) of your PHI for as long as it is maintained in the record. Your access to PHI may be denied under certain circumstances and in some cases you may have this decision reviewed. On your request, your therapist will discuss with you the details of the request and denial process.
- Patient Right to Amend. You have the right to request an amendment of your PHI for as long as it is maintained in the record. Your request may be denied. On your request, your therapist will discuss with you the details of the amendment process.
- Patient Right to an Accounting. You generally have the right to receive an accounting of disclosures of PHI. On your request, your therapist will discuss with you the details of the accounting process.
- Patient Right to a Paper Copy. You have the right to obtain a paper copy of this notice upon request, even if you have agreed to receive the notice electronically.
- Your therapist is required by law to maintain the privacy of PHI and to provide you with a notice of his or her legal duties and privacy practices with respect to PHI.
- Your therapist reserves the right to change the privacy policies and practices described in this notice. Unless you are notified of such changes, however, he or she is required to abide by the terms currently in effect.
- If these policies are reviewed, the new version will be posted in our waiting room. You will be provided with a revised notice upon request.

Complaints: If you are concerned that your therapist or this practice has violated your privacy rights, or you disagree with a decision made about access to your records, you may contact Kim Wilson, LCSW, President of Wilson Counseling, LLC. You may also send a written complaint to the Secretary of the US Department of Health and Human Services. Ms. Wilson can provide you with the appropriate address upon request.

Effective Date, Restrictions and Changes to Privacy Policy: This notice went into effect July 1, 2013.

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