

## **Client Services Agreement (v.5.1.2024)**

The purpose of this Client Services Agreement (“Agreement”) is to define the relationship and serve as a formal agreement between the client and the therapist at Creative Family Counseling (“CFC”). It is important for you to understand this Agreement. It defines the philosophy of counseling, parameters of confidentiality, and the fee agreement. It also defines your consent to counseling and other legal matters related to treatment at CFC. Please read this document in its entirety and ask your therapist about anything that is unclear to you. You will be asked to sign below indicating that you have read, understand, and accept the terms of this Agreement.

### **Consent to Counseling**

Once you sign this Agreement, you become a client at CFC, and you are consenting to enter into a counseling relationship with your therapist at CFC. You may revoke this Agreement in writing or terminate counseling at any time. Revocation of the Agreement terminates the relationship between you and CFC, but will not affect any action CFC has already taken based on the previous Agreement. Terminating the Agreement also does not prevent CFC from pursuing collection of fees you owe to CFC for services previously delivered. If you are not benefiting from counseling, or if your therapist and you have failed to establish a positive working relationship, your therapist may provide you with one or more referrals to other therapists who may better serve your needs.

### **Philosophy, Credentials, and Therapist’s Role**

It is the vision of CFC to provide quality counseling services for children, adolescents, adults, and their families in individual, couples, and family therapy formats. CFC is dedicated to encouraging and equipping clients with the right tools and techniques to create resilient relationships at home, at school, and in the workplace.

Trained professionals find medical science, professional research, and specific treatment methods may be helpful in identifying problems and applying appropriate interventions. Therapists at CFC are trained and educated with masters degrees in Marriage and Family Therapy, Social Work, Professional Counseling and Art Therapy. Therapists have also received additional training, education, and supervision in play therapy and other specialties. Therapists at CFC utilize counseling techniques and interventions from therapies they have received training in as counselors, such as narrative, solution focused, cognitive behavioral, Emotionally Focused Therapy, AutPlay Therapy, Gottman Method, Positive Discipline Parenting, and Play Therapy, Art Therapy and expressive therapy techniques, as well as trauma treatment modalities such as TFCBT and EMDR.

Therapists offering services at CFC include Erica Adams, LPCC-S, ATR-BC, LPAT (166701), Bennett Alldredge Marriage and Family Therapist Associate (278346), Katy Anderson, Marriage and Family Therapist Associate (285986), Shelby Birchler, LPAT (291330), Lisa Cardwell, LMFT (265536), Gabrielle Christensen, LCSW (256753), Ardath Curtis, LMFT (289751), Nora Gardner, LCSW (255549), Jennifer Hartman, LPCA (280569), Courtney Lauver, LCSW (254203), Madison Malloy, LPCA (285929), Natasha Markwell (Indiana 35002199A; KY 291686), Jessica Miller, LPATA (103607), Megan McCarty, LMFT (272427), Kelly Parker, LMFT (104996), Meaghan Rankin, Marriage and Family Therapist Associate (261391), Lacey Ryan, LMFT (105573), Melanie Summers, LPCA (285624), Rebecca Street, LMFT (245930), Logan Whitney, Marriage and Family Therapy Associate (282793), Amanda Windchy, LCSW (257658).

Lydia Hagerty is an Occupational Therapist (272070) at CFC.

All Therapists at CFC are guided by ethical and professional guidelines and governed by the statutes and administrative regulation of their licensing boards and HIPAA.

CFC has two practice locations, which are located at 8134 New LaGrange Road, Suite 102 Louisville, Kentucky 40222 and at 12945 West US Hwy 42 Prospect, KY 40059. The phone number for the group practice is (502) 709-0410.

### **Student Interns**

CFC is a Practicum Site for masters level counseling programs with Lindsey Wilson College, Louisville Presbyterian Theological Seminary, Capella University, Maryville University, and the University of Louisville. By having CFC serve as an auxiliary educational facility for the counseling students and in which faculty-based personnel will provide educational direction of students assigned with CFC, CFC is able to offer discounted and pro-bono counseling services for individuals and families who experience full-fee counseling to be cost-prohibitive. Students do not receive remuneration for counseling provided; payment that is collected at a reduced-cost covers the supervision of student interns. Student Therapists abide by the ethical standards of professional practice, the AAMFT Code of ethics, HIPAA guidelines, and all practice policies established by CFC.

Counseling Student Interns include Erika Buchanan, Jill Felkins, Madalyn Hyland, Sara Katie Melton, Ian McDermott and Brandy Vertrees. Student Clinician Interns are supervised by their graduate degree program faculty and clinical supervision staff, as well as by their administrative supervisors at CFC

### **Clinical Supervision of Associate Clinicians and Student Counseling Interns**

Erica Adams, LPCC-S, LPAT, ATR-BC, Lisa Cardwell, LMFT, Nora Gardner, LCSW, Lacey Ryan, LMFT, RPT-S, & Rebecca Street, LMFT are also clinical supervisors and provide both clinical and administrative supervision to associate level and student therapists internally for CFC and externally of the practice.

External Clinical Supervisors of associate level clinicians include Dale Bertram, LMFT, Erica Myers, LPCC-S, RPT-S, Chelcia Namac, LPAT-S, Jennifer Schiller, LMFT, Beth Seeger Troy, LMFT, and Emily Welsh, LPAT. Clinical Supervisors require review of therapeutic content and raw data (recordings) of the associate and student clinician sessions, per regulations of their state licensure boards and institutional requirements. Additionally, student interns are supervised by their institutional faculty and clinical staff.

### **Client Rights**

As a client of CFC, you have the right to expect your constitutional, human, and civil rights to be protected. If at any time you feel these rights are being violated, please discuss this matter with your therapist at CFC, or by filing an initiating complaint with the Kentucky Board of Licensure for Marriage and Family Therapists.

- You have the right to receive services regardless of race, sex, religion, sexual orientation, or disability.
- You have the right to submit grievances, recommendations, and opinions regarding your treatment without fear of reprisal.
- You have the right to receive individualized treatment. You are encouraged to participate in the planning of your treatment.
- You have the right to exercise your civil rights.
- You have the right to give informed consent to treatment.
- You have the right to expect confidentiality.

- You have the right to be treated in a competent, compassionate, dignified, and respectful manner at all times.

### **Professional Fees and Services**

Professional fees at CFC vary, depending on the clinician you see and for the services provided. CFC Therapists have limited spots available per month for clients to utilize sliding scale fees. There is a \$5.00 discount for payments made in cash or check.

Some team members offer a telehealth discount for select windows of session times. Ask your provider if this is available.

Currently, Marriage and Family Therapist Associates Katy Anderson, Bennett Alldredge, Meaghan Rankin, & Logan Whitney, and Licensed Art Therapist Associate Jessica Miller and Licensed Professional Counselor Associates Jennifer Hartman, Madison Malloy, & Melanie Summers charge the following for professional services:

- \$150 for the initial intake (90791) which includes the development of a treatment plan for follow up sessions
- \$115 for each 45 minute individual (90834) or family session (90846 or 90847)
- \$140 for each 60 minute individual (90837) or family session (90846 or 90847)
- \$77 for each 30 minute session (90832)
- \$200 for each 90 minute session (90837 + 90833)
- \$135 per hour billed in 15-minute increments of \$33.75 per 15-minute increment for sessions longer than 85-90 minutes, in addition to the fee above, for the first 85-90 minutes of that session or for time outside of typical sessions. This rate also applies to extended intake sessions (longer than 60+ minutes) as necessary for large family systems or other clients. Additionally, this fee would apply by increment of time for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

Currently, Shelby Birchler, LPAT, Natasha Markwell, LMFT(IN) and Marriage and Family Therapist Associate (KY), & Kelly Parker, LMFT charge the following for professional services:

- \$180 for the initial intake (90791) which includes the development of a treatment plan for follow up sessions
- \$130 for each 45 minute individual (90834) or family session (90846 or 90847)
- \$170 for each 60 minute individual (90837) or family session (90846 or 90847)
- \$87 for each 30 minute session (90832)
- \$260 for each 90 minute session (90837 + 90833)

- \$135 per hour billed in 15-minute increments of \$33.75 per 15-minute increment for sessions longer than 85-90 minutes. In addition to the fee, above, for the first 85-90 minutes of that session or for time outside of typical sessions. This rate also applies to extended intake sessions (longer than 60+ minutes) as necessary for large family systems or other clients. Additionally, this fee would apply by increment of time for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

Currently, Erica Adams, LPCC-S, LPAT, Lisa Howard Cardwell, LMFT, Gabrielle Christensen, LCSW, Ardath Curtis, LMFT, Nora Gardner, LCSW, Courtney Lauver, LCSW, Megan McCarty, LMFT, Rebecca Street, LMFT, & Amanda Windchy, LCSW charge the following for professional services:

- \$200 for the initial intake (90791) which includes the development of a treatment plan for follow up sessions
- \$150 for each 45 minute individual (90834) or family session (90846 or 90847)
- \$185 for each 60 minute individual (90837) or family session (90846 or 90847)
- \$100 for each 30 minute session (90832)
- \$280 for each 90 minute session (90837 + 90833)
- \$135 per hour billed in 15-minute increments of \$33.75 per 15-minute increment for sessions longer than 85-90 minutes, in addition to the fee, above, for the first 85-90 minutes of that session or for time outside of typical sessions. This rate also applies to extended intake sessions (longer than 60+ minutes) as necessary for large family systems or other clients. Additionally, this fee would apply by increment of time for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

Currently, Lacey Ryan, LMFT, RPT-S charges the following for professional services:

- \$260 for the initial intake (90791) which includes the development of a treatment plan for follow up sessions
- \$180 for each 45 minute individual (90834) or family session (90846 or 90847)
- \$220 for each 60 minute individual (90837) or family session (90846 or 90847)
- \$120 for each 30 minute session (90832)
- \$360 for each 90 minute session (90837 + 90833)
- \$180 per hour billed in 15-minute increments of \$60 per 15-minute increment for sessions longer than 85-90 minutes, in addition to the fee, above, for the first 85-90 minutes of that session or for time outside of typical sessions.

This rate also applies to extended intake sessions (longer than 60+ minutes) as necessary for large family systems or other clients. Additionally, this fee would apply by increment of time for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

First Year Student Clinician Interns offer services at a reduced rate for individuals and/or families who find the full-fee counseling services to be cost-prohibitive. Fees for services with Student Interns range between the following:

- \$50 for the initial intake (90791) which includes the development of a treatment plan for follow up sessions
- \$30 for each 45 minute individual (90834) or family session (90846 or 90847)
- \$45 for each 60 minute individual (90837) or family session (90846 or 90847)
- \$25 for each 30 minute session (90832)
- \$60 for each 90 minute session (90837 + 90833)
- \$50 per hour billed in 15-minute increments of \$12.50 per 15-minute increment for sessions longer than 85-90 minutes, in addition to the fee, above, for the first 85-90 minutes of that session or for time outside of typical sessions. This rate also applies to extended intake sessions (longer than 60+ minutes) as necessary for large family systems or other clients. Additionally, this fee would apply by increment of time for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

Second Year Student Clinician Interns offer services at a reduced rate for individuals and/or families who find the full-fee counseling services to be cost-prohibitive. Fees for services with Student Interns range between the following:

- \$65 for the initial intake (90791) which includes the development of a treatment plan for follow up sessions
- \$50 for each 45 minute individual (90834) or family session (90846 or 90847)
- \$50 for each 60 minute individual (90837) or family session (90846 or 90847)
- \$30 for each 30 minute session (90832)
- \$65 for each 90 minute session (90837 + 90833)
- \$50 per hour billed in 15-minute increments of \$12.50 per 15-minute increment for sessions longer than 85-90 minutes, in addition to the fee, above, for the first 85-90 minutes of that session or for time outside of typical sessions. This rate also applies to extended intake sessions (longer than 60+ minutes) as necessary for large family systems or other clients. Additionally, this fee would

apply by increment of time for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

Occupational Therapy fees are outlined specifically in the Occupational Therapy Agreement and Liability Waiver.

### **Group Therapy**

Some CFC Therapists offer Group Therapy. An intake is required for all new clients before beginning Group Therapy. The Group Therapy Intake fee is \$75 (90791). An intake will be required for any new clients who are not currently being seen by a CFC Clinician. Current clients having been seen within 8 weeks of a CFC Clinician are not required to complete a Group Therapy Intake.

All Creative Family Counseling clinicians charge the below fees for Group Therapy (90853) sessions:

- \$45 for each 45 minute Group Therapy session
- \$60 for each 60 minute Group Therapy session
- \$75 for each 75 minute Group Therapy session
- \$90 for each 90 minute Group Therapy session

### **Parenting Classes**

Some CFC Therapists offer Parenting Classes and Workshops. Because Parenting Classes are of an educational nature, an intake is not required of new participants. Should a Class Group Member decide to pursue other services at CFC, an intake would be required at that time.

All Creative Family Counseling clinicians charge the below fees for Group Parenting Classes (S9444):

- \$60 for each 60 minute Group Parenting Class
- \$75 for each 75 minute Group Parenting Class
- \$90 for each 90 minute Group Parenting Class

Workshops are available throughout the year in varying lengths and frequencies of meeting. Check the practice website, [www.creativefamilycounseling.org](http://www.creativefamilycounseling.org), for upcoming workshop events and associated fees.

Parenting classes and workshops are clarified here as not being offered as mental, behavioral, or emotional health services. Because parenting classes and workshops are provided by Clinicians of the CFC Team, and because these Clinicians hold state licenses with standards and ethical laws for which they must follow and uphold in all settings of work, the requirements of licenses such as mandated reporting, applies to the parenting classes and workshops offered through CFC, even though the services of educational classes and workshops are not considered psychotherapy.

### **Reiki Therapy**

Melanie Summers, LPCA, CYT offers Reiki Therapy in two options of duration and investment:

- 60 minute Reiki Therapy (11112) appointments are \$100 per appointment
- 30 minute Reiki Therapy (11111) appointments are \$65 per appointment

## **Yoga Therapy**

Melanie Summers, LPCA, CYT offers Yoga Therapy in the following option of duration and investment:

- 60 minute Yoga Therapy (97110) appointments are \$150 per appointment

## **Administrative Professional Services**

In some cases, you may be charged a pro-rated fee for other professional services at the rate of \$135 per hour billed in 15-minute increments of \$33.75 per 15-minute increment for services such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request from CFC.

## **Cancellation Requirements and Fees and Tardiness**

Your attendance to sessions is important to the success of your treatment. Therapists at CFC are available for scheduled appointments on designated days each week, and if the patient schedule fills, your therapist may not be able to provide additional availability. If you do not cancel an appointment by phone with at least 24 hours' notice before the time and date of the scheduled appointment, you understand that you will be charged the full session fee for the missed session with our Professional Team Members and Student Interns. The credit card on file will be charged this fee. This will need to be paid prior to continuing treatment and prior to your next session. If a client does not show for a scheduled appointment, all future appointments that have been scheduled will be canceled. Cancellations shall be by phone by calling your Therapist directly. Also, if you are late for a scheduled appointment, you understand that you and the therapist will end on time and you will be charged for the entire scheduled appointment.

If the client becomes suddenly ill, please contact your Therapist to reschedule and/or cancel your appointment. Sudden illness may result in a waived late cancellation fee, decided by the Therapist if a verification of illness or emergency can be made. However, if the client does not show for the appointment at all and has not contacted their Therapist about their need to cancel, even if due to illness, the full session fee may be charged. In order to avoid this charge, you must contact your Therapist directly.

## **Billing and Payment**

You shall be expected to pay for services at the time the services are provided, unless you have a different agreed upon and documented agreement with CFC involving a third party payor. Additional forms must be signed for these circumstances. CFC accepts cash, check, or Visa/MasterCard/American Express/Discover and HSA/FSA/HRA cards for payment. Cash or check payments qualify for a \$5 discount. Checks shall be made payable to "Creative Family Counseling." Some clients have successfully used their Health Savings Account, Flexible Spending Account, and Health Reimbursement Account cards for counseling services at CFC. Please contact your plan administrator for more information regarding your insurance related questions. Outstanding balances shall be billed monthly. CFC reserves the right to turn delinquent accounts over to a collection agency to collect unpaid balances. In most collection situations, the only information that would be released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such action is necessary, its costs will be included in the claim. There is a \$25.00 fee for returned checks.

## **Insurance Reimbursement**

Because CFC wishes to protect your privacy and the information that you provide, CFC clinicians do not currently contract with any insurance companies. All clinicians on the CFC

Team are considered out-of-network providers with all insurance panels. CFC is therefore considered an out-of-network practice/facility. You understand that fees for services and the CPT codes used for those services are clearly stated above and that fees are due at the time of services rendered. Many insurance companies will pay for out-of-network services provided that a mental health diagnosis is given to you. They may require access to your confidential medical records and require a receipt of services. Many HSA/FSA/HRA cards will cover counseling appointments. CFC does not guarantee that you will be reimbursed for its out-of-network services if you decide to apply for insurance reimbursement on your own. Please contact your plan administrator for more information.

CFC does offer clients the benefit of using a third party called Mentaya to check on their plan's out-of-network benefits. Mentaya can help some clients collect some out-of-network reimbursement fees for some services with some licensed team members. The process by which Mentaya successfully or unsuccessfully helps clients collect these fees is strictly between clients and Mentaya themselves. CFC has no relationship with Mentaya other than pointing out the possible benefits of Mentaya to some of CFC's clients. Mentaya does charge fees for their services. CFC makes no guarantees that Mentaya will successfully help clients collect reimbursement for services. This is outside of CFC's control. Payment for services is due to CFC at the time of the service, whether Mentaya successfully helps clients collect reimbursement or not. All sales are final. There are no refunds. It is the responsibility of the client to confirm or deny reimbursement benefits (for specific CPT coded services and for CFC clinical team members and their licensure status) with their insurance provider before services are rendered.

By signing acknowledgement of this notice, you voluntarily consent to waive your rights under the No Surprise Act (NSA) and be billed for the stated amounts listed above by out-of-network providers. You understand that you are not required to waive protections and can search for an in-network provider outside of CFC, such as at Seven Counties Services. As an out-of-network facility, CFC clinicians can refuse to provide services if you refuse to waive the NSA billing protections. Waiving protections for out-of-network services may cost you more than for services with in-network providers. A Good Faith Estimate is available from your CFC Clinician. Your consent to this opt-out can be revoked in writing prior to services being provided.

### **Legal Matters and Court Involvement**

Please be aware that therapists at CFC, are trained and qualified therapists and are not specialists in forensic mental health or other areas related to legal matters, such as to determine child custody, visitation, or time-sharing arrangements. CFC recommends specialists in these areas be sought for this type of work when information from multiple sources is necessary for a legal decision to be made.

In contrast, a therapist's role is to facilitate a safe and supportive therapeutic environment in which clients can openly share and work on presenting problems. The importance of having a therapeutic alliance that establishes the therapist's full commitment to safety and confidentiality is the fundamental basis for positive outcomes. Involving a therapist in a legal proceeding as an expert witness undermines the ability for the therapist to preserve and protect privacy and the sanctity of the therapeutic process. Therefore, CFC therapists may only participate in legal proceedings limited to the role of therapist and the diagnosis, treatment, and progress of the client. If any legal consultation is required by a CFC therapist due to a client's case, please note that therapeutic safety and trust will be compromised, services may need to be terminated, and that the client is responsible for paying any legal fees the CFC therapist incurs during that time.

If you or another party in any legal proceeding in which you are involved chooses to seek a subpoena or court order for deposition or to compel the testimony of your therapist or any therapist at CFC, CFC charges the following fees because of difficulties typically associated with legal involvement at the rate of \$300 per hour billed in 15-minute increments of \$75 for each increment for preparation, travel time and expenses to and from any other location (including automobile mileage at the applicable rate allowed by the Internal Revenue Service, parking, and tolls), and attendance at any legal proceeding on your behalf. You are required to pay the non-refundable amount of \$900 to cover the first 3.0 hours of expected services prior to the start of such services. If the therapist receives a legal summons on behalf of a client with less than two weeks notice to be able to adequately reschedule other client appointments, the client family shall be responsible for the cost of fees of the canceled appointments. If for whatever reason your therapist does not have to participate in the legal proceeding for which you have sought to have the therapist testify, any remaining money from the non-refundable \$900 paid may be credited to future professional services, after deduction and itemization for any time already incurred for preparation, travel time and expenses, or other necessary work by the therapist.

Additionally, if fewer than two week's notice is given for a CFC Therapist to appear in court, the child's guardian/s agree to pay the fees for all services canceled on the Therapist's schedule which are canceled due to the court appearance and travel. This late notice fee is in addition to the retainer.

For parents to consent for treatment of a minor who has any court-related child custody, visitation, or time-sharing arrangements in place, all parents/guardians who have legal rights to make medical decisions, such as consenting to counseling, must consent to treatment. Parents shall provide the most recent custody paperwork and court orders, if any (signed by the judge) to CFC at the start of treatment. For those case in which attorneys are involved, all guardians must sign releases of information for all participating attorneys.

CFC does offer Divorce Counseling, which helps amicably divorcing couples divorce with respect and collaboration. If divorcing couples participating in Divorce Counseling have children, therapists offering this service can help couples address developing a coparenting plan. To clarify, this service is not mediation or court appointed in any way. Therapists providing Divorce Counseling follow the same policies regarding court involvement listed above.

### **Confidentiality**

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. Your therapist at CFC shall not tell anyone else what you have said, or even that you are in therapy, without your prior written permission. Under the provisions of the Health Care Act of 1992, your therapist at CFC may legally speak to another health care provider or a member of your family about you without your prior consent, but may not do so unless the situation is an emergency.

You may direct CFC to share information with whomever you choose after signing an authorization for CFC to do so, and you can revoke that permission at any time. You may request anyone you wish to attend a therapy session with you as it helps to accomplish your treatment goals.

If you elect to communicate by e-mail at some point, you are aware that e-mail is not completely confidential. All e-mails are retained in the logs of your or CFC's or your therapists' internet service provider. While under normal circumstances no one looks at these logs, they are, in

theory, available to be read by the system administrator(s) of the internet service provider or other persons with access. Any e-mail your therapist at CFC receives from you and any response sent to you may be printed and kept in your client file either temporarily or permanently.

Parents or legal guardians shall have access to pertinent information related to their minor children (under the age 16 years old). Unless the courts have terminated parental rights, the child is emancipated, or the courts have specified which parent/guardian has access to medical records, both parents have equal access to the records and information regarding minor children.

CFC includes a group of therapists who maintain confidentiality within the practice of CFC. Due to the nature of CFC's record keeping procedures, a therapist at CFC may come across your confidential health information. Every therapist at CFC is required to keep all client health information confidential. Additionally, Lacey Ryan, LMFT, Rebecca Street, LMFT and Lisa Howard Cardwell, LMFT are the Administrative Supervisors of all records at CFC. Should your therapist at CFC die or become incapacitated, your therapist's Professional Executor may take control of records and contact clients for notification of this occurrence.

The following are legal exceptions to your right to confidentiality. Your therapist at CFC may make every effort to inform you of any time these need to be put into effect.

- If your therapist at CFC has reason to believe you may harm another person, your therapist at CFC shall attempt to inform that person and shall also contact the police and ask them to protect the intended victim.
- If your therapist at CFC has good reason to believe you are in imminent danger of harming yourself, your therapist at CFC may legally break confidentiality and call the police and/or your emergency contact, or otherwise take appropriate action as authorized by law to seek an involuntary commitment of you to a mental health facility or hospital.
- If your therapist at CFC has reason to believe you may be abusing or neglecting a child, or have abused or neglected a child, or that a child under your legal authority is dependent, or you may be abusing or neglecting a vulnerable adult, or if a minor reports he/she is being abused or neglected or has been abused or neglected, or if you give your therapist at CFC a name and information about someone else who is, your therapist at CFC must inform Child Protective Services and other appropriate authorities. Abuse may include, but is not limited to, physical, sexual, or emotional abuse, neglect, abandonment of a child or (dependent or vulnerable) adult or spouse.
- If your therapist at CFC is subpoenaed by the court to testify or to release client information.
- If a parent or legal guardian of a minor requests information about you, your therapist at CFC shall make every effort to maintain trust as well as the trust of the minor's parent(s) and only disclose that which is mutually beneficial to disclose.
- By filing an insurance claim, you will be giving your insurance carrier the right to inquire about you. Some insurance providers only request the diagnosis and dates of sessions, but managed care insurances may request much more information to determine the appropriateness and need for treatment. your therapist at CFC may be asked by clerical or professional staff employed by the insurance company for details about history, symptoms, therapeutic goals, therapeutic progress, etc. Unless your therapist at CFC furnishes this information, you may be denied benefits. The insurance may request to have access to your records or may request to discuss the treatment in

detail with a panel of other professionals. You should know that has no control over the information once it is supplied to the insurance carrier.

- If you bring a malpractice action or other legal action of any kind, whether in an administrative forum or in a court proceeding, against your therapist at CFC or against CFC, your therapist at CFC is permitted to reveal facts about your treatment and any other information to defend any claim.

Should you wish to include a visitor in your session(s) at CFC, an Authorization for Release of Information and an Informed Consent for a Visitor to Attend Session Form should be filled out with your therapist at CFC beforehand.

### **Confidentiality and Family or Couples Therapy**

When undergoing family therapy or couples therapy, if you and your family member decide to have individual or group sessions as part of family or couples therapy, you understand that what you say in individual sessions or group sessions shall be considered part of family or couples therapy. Do not disclose anything you wish kept confidential from your partner and those family members participating in family or couples therapy with you. Your therapist at CFC shall make every effort to maintain your trust as well as the trust of your partner or family members and only disclose that which is mutually beneficial to disclose.

### **Phone calls, Texts, E-mails, Faxes, and Mailings**

Your signature below grants your therapist at CFC permission to contact you by phone, e-mail, and/or mailed correspondence. Please note that your therapist at CFC cannot guarantee security/privacy protection of e-mail and mailed communications. If you have specific directives or exceptions to your permission, please specify in writing on the signature page below. CFC, does not use e-mail and electronic communications with clients, except to receive requests for more information about your therapist at CFC or about CFC on the CFC website, or for scheduling purposes. Your therapist at CFC replies to and contacts clients by phone only for all other purposes. Please do not use e-mail to send content related to your therapy sessions, as e-mail is not secure and therefore not confidential. Additionally, your therapist at CFC does not respond to email or text messages regarding therapeutic content. If you need to contact your therapist at CFC, please do so by phone. Please note it may take up to 48 business hours for your therapist to respond to calls or emails. In the event you are experiencing a crisis, please call the crisis hotline or go to the nearest emergency room.

### **Recording Release for Student Interns and Associate Therapists**

CFC Therapists who are Associate-level Therapists or Student Intern Therapists are supervised by State Board Approved Supervisors, both internally, such as by Erica Myers, LPCC-S, RPT-S, Lacey Ryan, LMFT, RPT-S, and Rebecca Street, LMFT as well as externally with State Board Approved Supervisors outside of CFC. The confidential recording of sessions is required for these supervisory purposes. Sessions will not be recorded without an additional request and signed consent form from clients and/or guardians willing to participate in recorded sessions. Participating in recorded sessions is not required. These recordings are for consultation designed to promote and improve the quality of treatment rendered and for the purposes of training Associate level and Student Intern level clinicians. These recordings are necessary to meet state-mandated licensure as a Licensed Therapists and/or for Certification Training purposes such as certification for a Registered Play Therapist. The videos for such purposes are not a part of the medical record/file of treatment. Information such as the interventions and therapies provided, and any other case specific information will be discussed by Associate and Student Therapists and that Therapist's Registered Supervisor. The confidentiality of counseling sessions and any recordings thereof will be maintained between the Therapist and

their Supervisors and will be used only for educational and training purposes within Clinical Supervision and for assuring quality care by Creative Family Counseling. All electronic recordings of my counseling sessions will be destroyed upon termination of sessions with this agency.

### **Use of and Presence of Therapy Animals**

CFC has four Certified Therapy Dogs on the CFC Team: Obi, Kiki, and Opal Britches. All of our Therapy Dogs are certified to provide animal-assisted therapy through a program and company called Pawsibilities Unleashed. The dogs are both present at the CFC office on different days of the week, sometimes varying by week. Should you have any concerns about dogs being present during your counseling experience, it is your responsibility to communicate this to your Therapist before your appointment. Due to liability reasons, pets of clients are not permitted on the CFC property unless they are Certified Service Animals. Pets or Emotional Support Animals who have not completed a certification and carry an insurance policy are not permitted on CFC property.

### **Social Media**

Your therapist at CFC does not accept friend requests from current or former clients on her personal Facebook Page, LinkedIn, and all other social networking sites. Adding clients as friends on these websites can compromise confidentiality and blur the boundaries of the therapeutic relationship.

Your CFC therapist maintains public professional Facebook Pages for CFC and Kentuckiana Positive Parenting. If you decide to “like” or be a “fan” of any page or media, you understand that “liking” will not be construed as an endorsement of or testimonial about your therapist at CFC, or the therapist’s work, nor as interaction between us either professional or personal. Please note if you do choose to “like” the CFC professional Facebook Page or other media, that your name shall be visible to other visitors. While such visibility does not imply you are a client, if you wish that no connection between us be publicly available, please do not “like” or become a “fan” of the CFC page. Please note that in many instances, you can subscribe to pages by “following” without becoming a “fan” and without creating a visible, public link to any page. However, please be advised that media and social media entities can change their privacy settings at any time.

### **Business Review Sites**

There are a number of different websites, including Yelp and Healthgrades, on which you may find the CFC practice information. Many of these sites comb search engines for business listings and automatically add listings. If you find the CFC listing on these sites, please know that this listing on any of these sites is not a request for a testimonial or endorsement from you as a client.

Of course, you have a right to express yourself on any site you wish, but due to confidentiality, your therapist at CFC cannot respond to any review on any of these sites whether it is positive or negative. You are urged to take your own privacy as seriously as the commitment of confidentiality. If you come to CFC, it is the hope that you will bring your feelings and reactions to your therapy services and work directly into the therapy process. This can be an important part of therapy, even if you decide it is not a good fit. If you still choose to write something on a business review site, please remember it is a public forum on which you could be sharing personally revealing information.

Lastly, none of this means that you cannot share that you are in therapy with CFC, wherever and with whomever you like. Confidentiality means that the therapist cannot tell people that you are their client and their ethics code prohibits them from “friending” clients; however, you are more than welcome to tell anyone you wish who is your therapist in any forum of your choosing.

### **Records Release Policy**

Understand that your client file (progress notes, assessments, billing history, diagnosis, treatment plan, etc.) is confidential and shall be maintained by CFC. Client files remain the sole property of CFC and shall only be released pursuant to the client’s valid, written authorization or valid court order issued by a judge.

### **Benefits and Risks of Counseling**

Persons undergoing therapy have the potential to make significant changes in their lives. People often modify their emotions, attitudes, and behaviors. They may also make changes in their significant relationships, such as with friends, significant others, and/or relatives. They may change other aspects of their lives such as employment, life goals, priorities, etc. The time required for psychotherapy varies considerably; in some cases positive results are possible within a few sessions. The severity and number of problems, as well as other individual factors have an influence on the treatment and outcomes. While CFC works with clients and families to identify the changes they desire for themselves and their lives, your therapist cannot guarantee a specific outcome or a specific time limit for treatment. Clients are expected to take an active role through regular participation in sessions, possible homework activities, and use of recommended resources and strategies. Ultimately, clients are responsible for their choices and journey.

### **Touch in Psychotherapy**

Your therapist at CFC may incorporate non-sexual touch as part of psychotherapy. Sexual touch of clients by therapists is unethical and illegal. Your therapist at CFC will ask your permission before touching you and you have the right to decline or refuse to be touched without any fear or concern of a negative response or reaction from your therapist. You may also request not to be touched at any time during therapy without needing to explain it. Should any strong emotions, thoughts, physical reactions, or memories be evoked by touch in therapy, it may be helpful to process this with your therapist.

### **Touch in Occupational Therapy**

If you are seeing an Occupational Therapist at CFC, you can expect the use of therapeutic touch, meaning that touch will be used when and if needed to keep you safe or to assist for stability or balance while doing an exercise. The OT will ask for your permission to touch you before engaging in the activity and you can decline or refuse without concern. Certain activities may be re-adjusted for safety based on your comfort level, as physical and emotional safety are our priority.

### **In-Person Appointments and Risk of Illness**

Should you and your therapist decide to resume in-person appointments during a Public Health Crisis or any other time where risk of exposure to illnesses is possible, you understand that CFC therapists follow the recommendations of the state legislature and the Center for Disease Control (CDC). Should there be a resurgence of a pandemic, state legislature or your therapist at CFC may recommend discontinuing in-person appointments. If your therapist is legally permitted by the state governing licensure boards to provide online or over-the-phone telehealth counseling, this option will be made available for you. Should your therapist not be able to

provide telehealth counseling for any reason, alternative options for therapists shall be made available for you. You understand that if your therapist is permitted to provide telehealth counseling, you may continue to do so if it is agreed upon as clinically appropriate by you and your therapist. You understand that by coming to the office, you are assuming the risk of exposure to illnesses (which could lead to severe symptoms and even death) and you would bear the cost of any medical treatment rendered for that illness.

### **Referral**

It is sometimes necessary to make a referral to another professional or service (i.e., psychiatrist, attorney, support group) to better accommodate your needs. If this is the case, every effort will be made to help you find an appropriate, affordable source of help. Your written permission shall be obtained before any information is released.

### **Discharge**

Since the therapeutic process involves an investment by both you and the therapist, the decision to end therapy is preferably discussed before it takes place, so that a sense of closure can be obtained and recommendations of additional resources can be made. Your record may be closed in the event that your therapist at CFC does not hear from you, or there is a discontinuation of therapy sessions, for a period of thirty (30) days. If you return for services at any later date, a new record (with appropriate completion of intake forms and an initial intake interview) shall be opened.

### **Arbitration**

In the event of a dispute arising out of this Agreement, the sole recourse of the parties shall be to submit to arbitration within two (2) years from date of treatment. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA). Upon agreement of the parties, arbitration proceedings may be conducted outside the administrative control of the AAA. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a court of competent jurisdiction. Each Party shall pay their own costs, expenses, and attorneys' fees as well as other expenses incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the arbitration award. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

### **Inclement Weather Policy**

For the Lyndon Campus, during inclement weather, as long as the Jefferson County Public Schools (JCPS) are operating for the day, your appointment shall continue as normal. If JCPS closes school due to inclement weather, your appointment may be canceled. Please contact your individual Therapist to determine if it is safe for you to get to your appointment, or if you will need to reschedule or change to a Telehealth counseling session. You will not be charged a late cancellation fee for inclement weather cancellations.

For the Oldham Campus, during inclement weather, as long as the Oldham County Schools are operating for the day, your appointment shall continue as normal. If Oldham County Schools close school due to inclement weather, your appointment may be canceled. Please contact your individual Therapist to determine if it is safe for you to get to your appointment, or if you will need to reschedule or change to a Telehealth counseling session. You will not be charged a late cancellation fee for inclement weather cancellations.

If for any reason you are unsure of your appointment during inclement weather, please call your therapist directly.

**Client Emergencies**

Your therapist at CFC is available for counseling appointments at selected times throughout the week. Because your therapist turns off their phone while not working and does not keep a phone on their person at all times, your therapist at CFC is not considered available 24/7 for crisis situations. If you experience a crisis or emergency, you may obtain assistance by calling the Crisis Hotline at (502) 589-4313 or 1-800-221-0446, calling 911, or by going to your local hospital emergency room.

Your signature below indicates you have read the Client Services Agreement in its entirety, understand it, and agree to abide by its terms during this professional relationship. You also agree you have had sufficient time to be sure you considered it carefully and had any questions you had answered by your therapist at CFC.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (Staff) Signature

\_\_\_\_\_  
Date

If client is under 18:

\_\_\_\_\_  
Parent or Legal Guardian

\_\_\_\_\_  
Date

If you have specific directives or exceptions to your permission, please note them here: