

GENERAL POLICIES

ABOUT THE KING'S COUNSELING SERVICES

We are committed to providing professional therapeutic mental health services, support, and referrals to aid people in reaching their mental health goals in harmony with their physical and spiritual life goals.

We are a mother/daughter team, both mental health professionals with complimentary backgrounds and experience. We bring to The King's Counseling Services, a unique understanding of "life happening". We are both committed to promoting truth and social policy that will improve the strength and mental health of the individual, the family, and our communities. Although we are close today this was not always true. Now, together, we can share a God given story to encourage others when tough times visit. And they do visit!

About Kathryn A. Robertson, LCSW

Inspired in the late 70's by the writings of Elizabeth Kubler-Ross and the Hospice movement in the United States she returned to school to further her education and completed a dual major with Bachelor of Arts Degrees in Psychology and English from CSU, Fresno in December 1990. She received a Master of Social Work from the Department of Social Work Education, CSU Fresno in May 1993. In March 2002 she was licensed as a Clinical Social Worker, LCS#20682. Her work experience over the years has included Hospice, Child Welfare Department of Protective Services, County Mental Health Services for Adults and Children, Naval Hospital at LNAS, Lemoore and finally into retirement with California Department of Corrections and Rehabilitation. She has over 20 years of experience providing biopsychosocial assessments, psychological diagnosis and treatment including psychotherapy and counseling for individuals, families, children and incarcerated juveniles. She has conducted specialty groups such as anger management, stress/anxiety management and socialization groups for developing coping skills and has worked in both in-patient and out-patient treatment settings.

About Amy L. Tillery, Ph.D.

In 2003, she graduated from California State University, Fresno with a Bachelor of Arts Degree in Psychology and went on to earn a Master's of Arts in Forensic Psychology in 2005 from Alliant International University, Fresno. In August of 2007, she earned a Philosophy Doctorate in Clinical Forensic Psychology also from Alliant International University, Fresno. Upon completing her Ph.D. she worked under the clinical direction of Dr. Jana Price-Sharps and together developed a non-profit organization called Sierra Education and Research Institute (SERI). In 2013, she was licensed as a Clinical Psychologist, PSY#26063. Dr. Tillery has experience working with children and adolescents involved in the juvenile justice system as well as with the families of these youth. She is also trained to conduct psychological evaluations for child custody, competency to stand trial, and fitness for transfer to the adult criminal justice system.

PROFESSIONAL FEES

Counseling sessions are \$175.00 for 1 intake session and \$150.00 for 1 psychotherapy session. Fees are due prior to the time service is rendered. We are contracted with many medical insurances and Employee Assistance Programs (EAP). Please provide your insurance information and a copy of your insurance card so that we can make every effort to bill your insurance for you. However, please be advised, you are fully responsible for payment in the event we are not contracted with your insurance provider, you have a co-pay or deductible to pay, or the insurance refuses payment. Please be aware it is your responsibility to contact your insurance provider to obtain a list of in-network providers to insure we are approved by them and to

confirm and understand your benefits. Please discuss any questions regarding payment or insurance billing with your counselor.

Coaching services are \$100.00 for 1 session. Coaching is different from counseling sessions because the purpose is to provide insights and support to improve the quality of life by increasing productivity and a connectedness to God. Generally, no more than 5 to 12 sessions of coaching is expected. Coaching is not therapy, it is not a mental health intervention, and there is not a formulated treatment plan. If it is determined by yourself and your coach that counseling would be more helpful, you will be recommended to counseling. Insurance companies often do not cover coaching services as part of their behavioral health coverage. Fees are to be paid in full prior to the time of service.

Group Psycho-educational Classes are \$50.00 per class session. Class sessions are usually 60 minutes, but may be longer depending on the specific class content. Fees are to be paid in full prior to the time of service.

Clinical Assessments range from \$400.00 to \$4000.00 depending on the nature and purpose of the clinical assessment. In addition to the assessment fee additional charges may apply if there is a need to testify in court as to the findings of the assessment, or if there is a need to collect additional information from other parties as a result of new information that was discovered during the assessment process. Expert testimony fees are \$400.00 per hour plus applicable travel expenses if testimony is required outside of Tulare County. One half of the fee for an assessment is due prior to beginning and the remaining fee is due at the time the report is released. All details of the assessment process including specific fees will be discussed with you verbally and in writing prior to finalizing an agreement to proceed.

OTHER FEES

Return Check Fee of \$30.00 will be accessed on any returned check.

Delinquent Account Fee will be accessed in the amount of 10% of the total due every 30 days post the notice of the amount due and payable. Accounts that become delinquent may be sent to a collection agency for collection of the fees due. This may negatively affect your credit score or have other negative consequences. Please make every effort to avoid a delinquent account.

DURATION AND FREQUENCY OF THERAPY

You, with the assistance of your treating clinician, will determine the most appropriate duration and frequency of treatment. The most common factors that may influence either the frequency or duration of treatment sessions include the severity of the identified problems or concerns, your progress in treatment, and your personal schedule. Duration of many treatment programs for common psychological problems can range from brief (4-6 sessions) to more prolonged (20-24 sessions). Frequency of sessions within such treatment programs also varies, from one or two sessions per week to one session every two or three weeks. Also, most sessions are 50 minutes in length.

CANCELLATIONS, MISSED SESSIONS, AND TARDINESS

You are responsible for payment of the professional fees for your scheduled appointments. If you wish to change a scheduled appointment, you must provide at least 24 hour notice in order to avoid the associated fee. Exceptions to this policy include emergencies or sudden illness. Please remain in open communication with your counselor regarding any difficulties with attendance or punctuality to scheduled appointments. You will be billed for the service independent of your arrival time or absence at the appointment. Be advised, insurances will not pay for missed appointments.

Sessions will start on time. If you are not present at the time of your appointment, your counselor will remain available for an abbreviated session of a duration that is 30 minutes or longer. For example, if your session is to begin at 3:00pm you will be seen if you arrive before 3:20pm. Otherwise there is not sufficient time to be a benefit and allow your counselor to be timely for other appointments. Lost time due to tardiness cannot be made up.

TELEPHONE AVAILABILITY

Telephone calls are ideally returned within the same day, but may take longer, and are only returned during normal business hours. Therefore, if you think you have a medical or psychiatric emergency please call 911 or go to your nearest emergency room. You are welcome to leave confidential messages for your counselor on the regular office line (559) 713-6001.

IN THE EVENT OF AN EMERGENCY: It is important to understand The King's Counseling Services is not situated to provide emergency psychological consultations or response. Please, in the event of an emergency, call 911 or go to the nearest emergency room in your area.

APPOINTMENT REMINDERS

We can provide you with an email reminder of your upcoming appointments for no cost. Telephone voice calls or text messages can be arranged, but may require a small fee. Please ask your counselor if you would like to make arrangements for appointment reminders.

All appointment reminders are provided by a service and are not generated from the counselors at The King's Counseling Services.

CLIENT PORTAL

On the website, www.kingscounseling.org, you can find our page for clients. If you would like to gain access to the client portal for routine matters, please ask your counselor to provide you with an emailed link to set up your log on information. However, please be advised that we at The King's Counseling Services retain the right to eliminate access to the client portal, should your use of the site be determined as problematic.

CONFIDENTIALITY

We are mental health professionals. Your confidentiality is very important to us. Confidentiality is also important for the process of gaining support from mental health therapy. Your verbal communication and clinical records are strictly confidential, with the exceptions listed here. It is important that you understand what the limits to confidentiality are and why we are not able to keep certain things confidential. Please read through this list carefully and ask your counselor if you have any questions.

Information that cannot or will not be held confidential:

- Known or suspected child abuse or neglect. Abuse is sexual, physical, mental, or financial exploitation or harm. Neglect is a failure to provide care, including shelter, food, health care and sanitary conditions. Neglect can also include a failure to provide for emotional needs.
- Known or suspected elder or dependent adult abuse or neglect.

- If you intend to harm someone, we are required to warn the potential victim and appropriate authorities according to the Tarasoff Law of California.
- Medically relevant information to a medical professional in case of a medical emergency.
- If you are a threat to yourself, suicidal or violent that you may hurt yourself.
- If you are gravely disabled, unable to care for yourself so that your life or health may be in danger.

There are other circumstance that limit confidentiality. These situations do not apply to everyone seeking mental health therapy, but we want you to be completely informed of all possible limits to confidentiality.

Research: In an effort to understand the most effective approaches to assessment and treatment and to ensure the highest quality of service, it is often necessary to conduct research, audits, or program evaluations. In this circumstance information from client files may be used in an aggregated form. All information collected for this purpose is restricted to non-identifiable data and the data from any one file is never shared, only a summary of compiled data.

Agreement with an agency/business associate or as a court order: It is possible to provide certain services that meet the requirements of a work related or legal obligation. In these circumstances, confidentiality is not ensured. If this applies to your circumstance, your counselor will go over the restrictions that apply to the counselor's ability to hold information confidential.

Employee Assistance Programs: If you are receiving services through your Employee Assistance Program (EAP), there are certain limits to confidentiality or other considerations to be aware of before consenting to treatment and before receiving treatment. Information disclosed to the EAP administrator by your counselor includes your demographic information, information regarding your mental health concern, a risk assessment, and a treatment plan. Specifics about the limits of confidentiality for the EAP administrator will be covered directly by the EAP administrator at the time you received a referral to counseling services. Also, it is important to consider that the role of an EAP is to assist the organization, of which you are an employee, in providing support to their employees. So the nature of a traditional therapeutic relationship is somewhat shifted when accepting services from an EAP. Any questions or concerns regarding EAP related services should be discussed with your EAP administrator and/or your counselor. Your counselor is able to go over this with you and direct you, should you have any additional questions or points of clarification.

COORDINATING CARE, RELEASE OF INFORMATION TO PHYSICIAN(S)

It may be helpful to your circumstance for the counselor to be able to communicate with your primary care physician (PCP) or other health care provider. It may also be helpful for your PCP to communicate with your counselor. If this is appropriate to your circumstance, your counselor will ask you to sign a release of information (ROI). The ROI will be specific to your PCP, and will include a specific time period, means of communication, and the information to be included in the communication. You will be able to discontinue the ROI by speaking to your counselor and signing a form. Copies of the ROI or request to discontinue will be provided to you by your counselor.

NOTES FOR SCHOOL OR EMPLOYERS

If you would like a note documenting that you were receiving services on a specific date and time for the purpose of gaining an excused absence or an excused tardy from work or school we can provide you with such documentation. Your request and receipt of this documentation signifies

your understanding that your therapist is releasing this private information to you, for you to disclose as you deem appropriate.

REFERRALS

Referrals to services available in the community will be made by your counselor as deemed appropriate for your circumstance. If you would like assistance in following up with the referral, please bring this to the attention of your counselor.

SOCIAL MEDIA, TEXT MESSAGES, E-MAIL

Social media networking is a public forum and not confidential. Therefore, it is our policy to not accept "friend requests" or to not make "friend requests" of current or former clients of any services rendered at The King's Counseling Services. In addition, if it is brought to our attention that we have social connections with family or close friends of a client, we will bring this to the attention of the client as soon as reasonably possible and together determine an appropriate course of action. Possible actions include "un-friending" the acquaintance. It is important to note that confidentiality cannot be assured for communications through social media messaging, text messages, and e-mails, therefore, your counselor will use these forms to communicate with you if you have given express consent understanding the limits and possible breaches to confidentiality. Types of information that may be appropriate for e-mail or text messages may include scheduling arrangements, billing questions, or communication initiated by you. Specific uses and possible concerns with inappropriate use will be discussed thoroughly with you at your request or at your counselor's discretion.

GRIEVANCE PROCEDURES

If you feel you haven't received appropriate treatment for any reason, we want to know. You should first contact your counselor to discuss your concerns. If you feel the situation was not resolved with your counselor or you are not comfortable discussing it with your counselor, you may contact another counselor at The King's Counseling Services. Currently there are two professional mental health providers. Be assured that your information will be held confidential and will be protected under all the provisions discussed here.

If you feel your concern has not been resolved after first discussing it with your counselor or another counselor at The King's Counseling Services, you can file a formal grievance. Within 30 days of the incident of concern, submit a written statement of the complaint to The King's Counseling Services at 1043 N. Demaree Street, Visalia, CA 93291. The King's Counseling Services will respond in writing to the written complaint within 45 business days after receipt of the grievance. If you feel the formal grievance response from The King's Counseling Services did not adequately address the concern you can contact California's Health and Human Services Agency at 1600 Ninth Street, Room 460, Sacramento, CA 95814, or by phone at (916) 654-3454, or on the internet at <http://www.chhs.ca.gov/pages/default.aspx>. Violations of HIPPA or the Confidentiality Law can be reported to the United States Attorney's Office, Central District of California at 312 North Spring Street, Suite 1200, Los Angeles, California 90012, or by phone at (213) 894-2400, or on the internet at <http://www.justice.gov/usao/cac/contact.html>. You may also contact California's Department of Consumer Affairs at Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by phone at (800) 952-5210, or on the internet at <http://www.dca.ca.gov/consumer/complaints.shtml>.

Notice of Privacy Policies and Your Rights under HIPPA

HIPPA RELEASE

THIS NOTICE DESCRIBES HOW MENTAL HEALTH RELATED INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

GENERAL INFORMATION

Information regarding your health care; including payment for health care, is protected by two federal laws: The Health Insurance Portability Act of 1996 (HIPAA), 42 U.S.C. § 1320d et seq., 54 C.F.R. Parts 160 & 164 and the Confidentiality Law, 42 U.S.C. § 290dd-2, 42 C.F.R. Part 2. Under these laws, The King's Counseling Services may not say to any person that you receive treatment from a counselor at The King's Counseling Services. Also, we cannot disclose any information identifying you as a treatment recipient, or disclose any other protected information except as permitted by federal law.

The King's Counseling Services must obtain your written consent before it can disclose information about you for payment purposes. For example, The King's Counseling Services must obtain your written consent before it can disclose information to your health insurer in order to be paid for services. Generally, you must also sign a written consent before we can share information for treatment purposes or for health care operations. However, federal law permits us to disclose information without your written permission under the following circumstances.

1. Pursuant to an agreement with a qualified service organization/business associate;
2. For research, audit or evaluations;
3. To report a crime committed on The King's Counseling Services premises or against our personnel;
4. Pursuant to the Tarasoff Law of California;
5. To medical personnel in a medical emergency;
6. If you are a danger to yourself (suicidal or so violent that you may hurt yourself)
7. As allowed by court order.
8. To appropriate authorities to report suspected child or elder abuse or neglect.
9. If you are "gravely disabled" (unable to take care of yourself so that your life or health may be in danger)

Before we can use or disclose any information about your health in a manner which is not described above, we must first obtain your specific written consent allowing us to make the disclosure. Any such written consent maybe revoked by you in writing and qualifies under the conditions of the release of information (please see the above Release of Information section of the General Practices or speak with your counselor for more information).

HIPPA RELEASE

YOUR RIGHTS

Under HIPAA you have the right to request in writing restrictions on certain uses and disclosures of your health information. We are not required to agree to any restriction you request, but if we do agree, then we are bound by that agreement and may not use or disclose any information which you have restricted except as necessary in a medical emergency.

You have the right to request in writing that we communicate with you by alternative means or at an alternative location. We will accommodate such requests that are reasonable and will not request an explanation from you. Under HIPAA, you also have the right to inspect and copy your own health information maintained by The King's Counseling Services, except to the extent that the information contains psychotherapy notes or information compiled for use in a civil, criminal or administrative proceeding or in other limited circumstances. A small fee will be levied for any copies to cover the cost of manpower and materials needed to make you copies.

Under HIPAA you also have the right, with some exceptions, to amend health care information maintained in our records and to request in writing to receive an accounting of disclosures of your health related information made by The King's Counseling Services during the six (6) years prior to your request. You also have the right to receive a paper copy of this notice.

THE KING'S COUNSELING SERVICES' DUTIES

We are required by law to maintain the privacy of your health information and to provide you with notice of our legal duties and privacy practices with respect to you and your health information. We are required by law to abide by the terms of this notice. We reserve the right to change the terms of this notice and to make new notice provisions effective for all protected health information we maintain. Any revised notice will be given to you at the next available opportunity. Any revisions will be discussed with you by your counselor.

COMPLAINTS AND REPORTING VIOLATIONS

1. You may complain to The King's Counseling Services and/or the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated under HIPAA.
2. Any complaints must be presented to The King's Counseling Services in the manner that is explained in the Grievance Procedures under the General Policies section of this packet.
3. You will not be retaliated against for filing such a complaint.
4. A violation for the Confidentiality Law by a program or counselor is a crime. Suspected violations for the Confidentiality Law may be reported to the United States Attorney's Office, Central District of California at 312 North Spring Street, Suite 1200, Los Angeles, California 90012, or by phone at (213) 894-2400, or on the internet at <http://www.justice.gov/usao/cac/contact.html>.

CONTACT

For further information, contact the Attorney of the United States at (213) 894-2400.

EFFECTIVE DATE

This policy will become effective upon execution

PATIENT'S BILL OF RIGHTS

YOU HAVE THE RIGHT TO:

1. Request and receive full information regarding the therapist's professional capabilities, including licensure, education, training, experience, professional association membership, specialization, and limitations.
2. Have written information about fees, method of payment, number of sessions, substitutions (cases of vacation and emergencies), and cancellation policies before beginning treatment.
3. Receive respectful treatment that will be helpful to you.
4. A safe environment, free from sexual, physical, and emotional abuse.
5. Ask questions about your treatment.
6. Refuse to answer any questions of disclose any information you choose not to reveal.
7. Request that the therapist inform you of your progress.
8. Know the limits of confidentiality and the circumstances in which a therapist is legally required to disclose information to others.

9. Refuse a particular type of treatment or end treatment without obligation or harassment.
10. Refuse electronic recording (but you may request it if you wish).
11. Request (in most cases) a summary of your file, including your diagnosis, progress, and type of treatment.
12. Report unethical and/or illegal behavior by your therapist by contacting California's Department of Consumer Affairs:
 - On the internet: <http://www.dca.ca.gov/consumer/complaints.shtml>
 - By Phone: (800) 952-5210
 - By Mail: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834
13. Receive a second opinion at any time about your therapy or the therapist's methods.
14. Request the transfer of a copy of your file to any therapist or agency you choose.

This bill of rights was drafted by the California's Department of Consumer Affairs and California Psychological Association. It is designed to inform you of your rights as a patient prior to entering treatment with a mental health clinician or agency service provider.