



J. Worth Kilcrease, MBA, MA, LPC, FT

End-of-Life and Bereavement Counseling

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Please read carefully and let me know if you have any questions before you sign or agree to the terms of this document.

This document (Agreement) contains important information about my professional services and business policies. When you sign this document, it will represent an agreement between us. While you may revoke this Agreement at any time, that revocation will not be binding on me if I have already taken action in reliance on this Agreement or if you have not satisfied any financial obligations you have with me.

Treatment Information

Qualifications.

I earned a Master of Arts in Counseling from St. Edward's University in 2003. I am licensed as a Licensed Professional Counselor with the Texas State Board of Examiners of Professional Counselors, license number 59946.

The Process of Counseling/Psychotherapy.

Counseling is not easily described. It varies depending on the personalities of the client and counselor, the particular problems being addressed, and the approaches used. However, I can lay out some of my general approach.

Our first session together begins with an evaluative process for each of us. For me, it is an opportunity to hear the story of what prompted you to come in and see me, and to get some pertinent background information. For you, it is an opportunity to describe the challenges you are facing and how they are affecting your life. For both of us, it is an opportunity to get to know each other and to determine if we are comfortable with each other. You are encouraged to ask me any questions and discuss any concerns you may have regarding the counseling process itself, my qualifications, and your comfort level in working with me. I also will feel free to explore any questions that I may have about establishing a relationship with you as part of my assessing whether I can be of assistance. If either one of us determines that your needs will be better served by someone else, I will assist you with a referral to another counselor or other suitable professional.

If we mutually decide to continue, our next step will be to establish appropriate and meaningful goals. I strongly

believe that effective counseling is a cooperative effort involving both of us as equals: you, the expert regarding your life and unique situations; and me, experienced in psychological issues related to life-altering changes, especially death, dying, and bereavement. Together, we will periodically review our progress and determine if we have reached your goals, if we need to alter them, or if we need to establish a new set of goals.

I also believe that progress toward your goals requires your honesty, openness, and willingness to put forth effort both during and between sessions. For my part, success cannot be reached if I violate your personal, cultural, or religious values, or if I try to trick you into change. I do not discriminate against anyone because of age, sex, marital/family status, race, religious beliefs, ethnicity, physical disability, health status, or sexual orientation. If at any time you think that I am not abiding by these standards, please discuss it with me immediately.

Termination. Once you have met your goals and there is no further work to do, it will be time for us to end our relationship. While you have the right to discontinue at any time, collaboratively exploring and discussing termination is an important part of the whole counseling process.

Risks and Rewards to Counseling. Participation in counseling can result in a number of benefits to you, including personal insight, improvement of interpersonal relationships, reduction in feelings of distress and emotional pain, and resolution of specific problems. At the same

time, counseling may involve risks because of the work required to bring about personal growth and change. Counseling often involves discussing difficult aspects of life, so you may experience uncomfortable feelings or strong reactions, especially in the beginning. Making and adapting to changes in your life may have a profound effect upon you and your relationships as well as impact some of your long held assumptions or behaviors. While there are no guarantees in counseling due to the overall complexity of the process and the multiple variables brought into it by each individual client, I will make a reasonable effort to make sure we explore the potential impacts, good or bad, that may result from the changes you make in your life as a result of our work.

Methods. I provide services to individuals, groups, families, couples, and for crisis intervention. The focus of my services is primarily intrapersonal development directed to providing insight arising from end-of-life and bereavement issues. I mostly use existential methods as a guide to my services and do not use psychoanalytic approaches.

Treatment is Optional. Counseling, psychotherapy, and crisis intervention services are not required. I do not work with people who are forced to seek treatment by others.

Regulation. As a Licensed Professional Counselor in the state of Texas, I abide by the rules, regulations, and ethical standards of the Texas State Board of Examiners of Professional Counselors. If you have a complaint about my services that you feel we have not adequately resolved, you may contact the Texas State Board of Examiners of Professional Counselors at:

Texas State Board of Examiners of Professional Counselors
1100 West 49th St.
Austin, TX 78756-3183
512-834-6658

Multiple Relationships. Austin, Texas is technically a large city. However, it is still small enough that there is a chance you will know one or more of my clients. You may "bump" into a friend, neighbor, employer, family member, colleague or business partner coming out of my office after his/her appointment. I do not acknowledge working with or even knowing any of my clients without his/her permission.

Time Parameters. I usually schedule one 55 to 60-minute session per week for individuals, and one 90-minute session for families and for groups. Appointments for a crisis are often intensive and may involve longer and/or more frequent sessions. By prior arrangement, sessions may vary in length or frequency. When appropriate, we will work out a regularly scheduled appointment as one becomes available. Your collaboration in being punctual for starting and ending sessions at the appointed times will be appreciated.

The time span for counseling differs for each individual. Factors such as goals, motivation, life circumstances, and duration/extent of the issue(s) determine whether treatment requires weeks, months, or years. We will periodically discuss your progress, and you will be encouraged to express your thoughts and feelings regarding your counseling and our relationship. It is important that any concerns either of us might have about treatment be addressed. If I think it will be helpful to you, I will recommend adjunctive counseling, medical evaluation, psychological testing, or referral to another counselor or method of treatment.

Cancellations. I require 24 hours notice of any cancellation and will charge the full fee (see below) for missed appointments unless we both agree that you were unable to attend due to circumstances beyond your control. Insurance companies typically do not reimburse for missed sessions. Please let me know if you need help remembering your appointment.

Electronic Transmissions. You may use e-mail to contact me. However, remember that if you use an employer's computer system, that employer has the right to monitor, open, and keep copies of your e-mail.

Minors. If you are 17 or younger, I will not offer or provide services to you without the permission of your parents, your legal guardian(s), or a court order. If you are 17 or younger, I will work with you only when your parents/guardians are involved. You and your parents should be aware that the law may allow your parents to examine your treatment records unless you are emancipated. However, because privacy is often crucial to successful counseling progress, particularly with teenagers, I normally request an agreement from your parents that I will provide them only with general information about the progress of your treatment and your attendance at

scheduled sessions. I might also provide your parents with a summary of your treatment when it is complete. Before giving your parents any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have. The only exception will be if I feel that you are a danger to yourself or to someone else. In that case, I will notify your parents of my concern.

Legal Issues. I do not provide legal advice or forensic services. I may bring up issues for your consideration, but I recommend you always seek expert legal opinion. Without mutual agreement and a separate contract for services, I generally do not provide assessments or recommendations in support of legal actions such as child custody, competency evaluations, lawsuits or criminal charges. Please notify me immediately if you are involved or may become involved in a legal or criminal matter.

Contacting Me. Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8:30 AM and 6:30 PM, I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by an answering machine that I monitor frequently. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or one of the services listed below:

24-Hour Crisis Hotline
512-472-4357
Brackenridge Hospital Emergency
512-324-7010
General Emergency Number 911

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Professional Records. The laws of the state of Texas and the standards of my profession require that I keep treatment records. As part of my record keeping, I prefer to make audio recordings of our sessions. This allows me to focus entirely on our session without having to resort to note taking. I am then able to refer back to these recordings to prepare written notes as needed. I will keep your records for at least seven (7) years past the date of your last visit (or your 18th birthday if I saw you as a minor). You are entitled to receive a copy of your records, or I can prepare

a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. I charge clients a fee for any professional time spent in responding to information requests.

Fees and Payment Policy

Fees. My basic hourly fee is \$120 per 60-minute individual counseling session and \$180 per 90-minute couple or family session. In circumstances of unusual financial hardship, I will consider a sliding-scale discount. If I travel to a site outside my office for a counseling session, I charge the current IRS mileage rate for the round trip from my office.

I charge my basic fee on a pro-rata basis for any other professional services you may need such as report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other services you may request. If you become involved in legal proceedings that require my participation, I will charge you for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge twice my basic fee for preparation and attendance at any legal proceeding.

I expect you to make payment by check, cash, or credit card at the time the services are provided. You will be responsible for any returned check fees charged by banks. If your account becomes 60 days past due and arrangements for payment have not been agreed upon, I have the option of using a professional collection agency or small claims court to secure payment. Such action would involve disclosure of your name, the nature of the service provided, and the amount due.

Insurance. I do not bill insurance companies for you and do not accept insurance deductibles and co-payments. You are responsible for payment of all fees even if you plan to seek insurance reimbursement. I will provide you with a billing statement that you can provide to your insurance company and other third-party payers; but I will not provide paper work requested by insurance companies without your authorization. Even then, I do not guarantee your insurance company or other third-party payer will

Texas: Informed Consent and Service Agreement

reimburse you, and I am not responsible for the collection of such payment.

Confidentiality

Psychotherapy, counseling, assessment, and associated services that are related to diagnosis, evaluation, and treatment provided by licensed professionals are confidential and protected under Texas law. The law protects the privacy of all communications between a client and a licensed professional counselor. In most situations, I can only release information about your treatment to others if you sign a written authorization form. However, there are some situations where I am required by law to disclose information:

- If you report that a child, elderly person, or anyone else who cannot otherwise protect themselves has been or is being neglected, or physically or sexually abused;
- If you report that someone has been or is being subjected to illegal, unprofessional, or unethical conduct

(including sexual exploitation) by a mental health professional;

- If you represent a harm to yourself; or
- If my records are subpoenaed by the courts for purposes of litigation.

I will also disclose information to the appropriate authorities if you represent harm to others.

Should you seek insurance reimbursement for your counseling, disclosure of confidential information may be required to process your claims. I have no control over what the insurance company does with the information you authorize me to release.

I may occasionally find it helpful to consult other mental health professionals about a case. During a consultation, I make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. I will not tell you about these consultations unless I feel it is important for our work together.

If you have any questions about this agreement, do NOT submit this form. We will discuss your questions when you come in for your session.