



Jeff Wilfong, LMFT, LPCC, LPC, MHC
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Office Agreement

Welcome to Alive Counseling. This document serves as a legally binding agreement (“Agreement”) between Jeffery D. Wilfong, MFT, Marriage, Child, and Family Counseling, Inc. (operator of Alive Counseling), a corporation, and the individuals signing below (“Client(s),” and any “Legal Guardian(s)”).

Services: Jeff Wilfong is a Licensed Marriage and Family Therapist (46654) and Licensed Professional Clinical Counselor (159) in California, a Licensed Professional Counselor (C3836) in Oregon, and a Licensed Mental Health Counselor (LH60496399) in Washington. He offers counseling (or psychotherapy) or coaching services via in-office, phone, skype™, FaceTime™, BreakThrough.com, email (“tele-health”) and other modalities.

Benefits and Risks: Counseling has been shown to be effective for treating many conditions. Severe mental health disorders are often best treated using a combination of counseling and medication (see a physician for medications). Jeff does not require his clients to take medication, although a psychiatrist evaluation may be advised. In counseling, you may develop new thoughts, feelings or behaviors, which may have positive or negative effects for you or others in your life. You may feel worse before you feel better. Jeff is not responsible for your choices or the success or failure of treatment or your relationships. Please be open and direct with any feedback you have about treatment at the time you have it.

Approach: Jeff desires to create a positive therapeutic relationship with all his clients, one based on respect, trust, honesty, non-judgmental awareness, humor, and direct communication. He encourages clients to challenge themselves in therapy and develop goals. He will attempt to create a safe place and provide challenges and opportunities for you to learn or grow (e.g. advice, homework assignments, book recommendations, etc.).

Assessment: Through course of treatment, Jeff will ask you questions about your history and various aspects about your personal life or experiences. If you are uncomfortable about any topic, you have the right not to disclose, however, you agree that success may be impacted.

Frequency and Length: Office appointments are generally 45 to 50 minutes in length and occur weekly, however, some clients prefer biweekly or monthly. Longer or more frequent appointments may be available, and scheduled beforehand. Clients with urgent issues may be seen twice weekly.

Scope of Practice: Jeff’s licenses are governed by State licensing boards. To view his active license(s), please visit the relevant board website.

Fees: Client(s) are required to pay out-of-pocket any and all fees at the time of service.

Per-service Fees:

<p>Individual, Couples and Family Counseling or Coaching</p> <p>\$110 per each 45-50 minute in-office session (Longer sessions are at \$2.20 per additional minute beyond 50)</p> <p><i>All prices are in US dollars.</i></p>	<p>Phone**, Skype™**, Email Services***, Other services</p> <p>\$2 per each 1 minute</p> <p><i>** minimum length for scheduled phone/Skype sessions is 50 minutes</i> <i>*** Billable time is time taken to read e-mail, reflect, write and send e-mail to relevant party (see Routine Contact section below).</i></p>
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Payment methods: Cash, PayPal™ (per “Resources” webpage), and Debit/Credit cards are accepted, but checks are not. Jeff uses a mobile merchant app on his Apple iPhone to process cards. Some Health Savings Account cards may be accepted by merchant system.

Insurance (PPO/HMO/EAP) and Victims of Crime (VOC) policies: Jeff may be a provider under a Middle Way Health wellness plan (an Employee Assistance Plan/EAP), and if such plan does not reimburse Jeff for all services provided (in-office or other service type), then client(s) will be solely financially responsible for any balance owed to Alive Counseling. Jeff may offer package price for any additional services rendered by him, but would need to be agreed to in advance and be in writing. Otherwise, **Jeff Wilfong and Alive Counseling do not accept any insurance (PPO/HMO/EAP) at this time. Jeff is not a Victims of Crime (VOC) provider. Therefore, all clients are financially responsible to pay Alive Counseling out-of-pocket for any and all fees, as they are provided or billed.** Jeff will write a ‘letter of support’ approximately every six sessions containing: 1) service dates, 2) service ‘CPT’ codes, 3) billed and received payment amounts, 4) diagnosis, and 5) the office address where service was provided to you. This letter will be given to clients so they may seek reimbursement on their own by mailing claims department. No promises are made that insurers will reimburse, even at a partial rate. Jeff does not wish to fill out or sign any “out-of-network” agreement or insurance-related form.

Late arrivals: Sessions start and end on time. If you arrive late or you cannot access the technology (Phone, Skype, FaceTime, etc.), or wish to leave early, no adjustments will be made to end times and you are required to pay the full fee as if you attended the entire scheduled time.

Cancellation and No-shows policies: To cancel or reschedule, you must call Jeff or e-mail him and leave a clear message no less than forty-eight (48) hours before your scheduled appointment. For each no-show or late cancellation, your account will be charged one-hundred percent (100%) of scheduled fee.

Refunds: Once a service has been provided or billed for, Alive Counseling will not refund payments. All payors agree not to void a payment or dispute charges with credit card or PayPal, and if they do so, they agree they are financially responsible for total balance owed plus a 20% processing fee, and may be subject to court costs (see below) if negligent in immediate payment.

Outside fees: You are responsible to pay for all outside medical bills or fees, including, but not limited to: emergency rooms, hospitals, clinics, covering professionals (if Jeff Wilfong is on vacation or ill), other Middle Way Health practitioners or providers under its Wellness Plan, etc.

Changes to Fees: Jeff reserves the right to change fees periodically and will communicate this to you in writing.

Outstanding Balance: Alive Counseling reserves the right to utilize debt collection agencies or court to collect any account balances owed. After 7 days of non-payment, clients will be sent a bill and will have a maximum of 14 additional days to pay the full balance owed. If the full payment is not received by end of this time, clients will be sent a Final Notice, which provides a maximum of 14 additional days to pay the account in full. Clients or their legal guardian’s credit file and scores may be adversely impacted by a negative report of nonpayment. **For those receiving group treatment (e.g. couples):** All clients in the treatment group individually assume total financial responsibility for the entire account balance owed.

Routine contact: If you need to contact Jeff, please call him between 8:00am – 8:00pm PST or email him. Email is preferred. Please include your name and phone number, a brief message, a good time to reach you, and he will reach you within one to two (1-2) business days, unless he is on vacation. It may be reasonable to call Jeff in one two to five (2-5) minute phone call or sending him one (1) email (250 words or less) per week for purpose of scheduling or "check-in." He reserves the right to bill you for additional contact beyond these reasonable times (see Fees section).

Emergency services: Jeff Wilfong is not an emergency provider. Please do not use Skype, Email, SMS/Text or Breakthrough.com messages for urgent communication. If your situation is life-threatening, please call 9-1-1 or go to your nearest emergency room. If you are suicidal, and wish to speak to someone, please call 1-800-SUICIDE or 1-800-273-TALK (8255). For other helpful crisis numbers or resources, please visit Resources webpage. After you are stabilized, then contact Jeff. For services conducted by Jeff to address any emergencies (such as contacting professionals or caregivers, contacting medical professionals or law enforcement, etc.), which may include phone, mail, fax or e-mail contact, you will be billed at the Other Services rate per overall time taken by Jeff (see Fees above).

Confidentiality and Notice of Privacy Practices (NPP) policies:

This office is covered by HIPAA Federal privacy laws. All information client(s) disclose in treatment is confidential and may not be revealed to anyone, except as required by law, through your (or your legal guardian's) signed written release, or per these policies.

Definitions - Billing File: Contains material which could be potentially disclosed to others, such as contact information, dates of appointments, payment amounts and billing information. **Clinical File:** Contains material which could be potentially disclosed to others, such as contact information, mental health assessment, clinical notes, diagnosis, treatment plan(s), progress notes, etc. **Disclosed/Disclosure:** When protected health information is released, transferred, transmitted, given to, or otherwise divulged to a third party. **Protected Health Information (PHI):** Any oral or written statements or documents that can be used to identify you that have been created or received about your past, present, or future health or medical condition, the provision of mental health care to you, or payment for services rendered in this office.

Confidentiality and Privacy: Jeff is a mandated reporter for all service types. Disclosure, or reporting, are required in the following circumstances: where there is a reasonable suspicion of child, dependent adult or elder abuse, where there is a reasonable suspicion that you present an imminent danger of seriously harming others or yourself, or as the result of a legal proceeding or court obligation. When you are in need of emergency medical or psychiatric services, Alive Counseling may contact 9-1-1 or other medical professionals on your behalf, including alerting your physicians and/or psychiatrist, caregivers, legal guardians or other relevant persons. Confidentiality of voicemails, e-mails, faxes and other electronic communication or media (e.g. Skype) cannot be guaranteed as these Internet-based communication systems may be intercepted by a third-party. If you use credit/debit cards or PayPal to pay for services, various entities will be made aware of your treatment date and amount paid (e.g. banking institutions, PayPal, merchant processors). If a collection agency, arbitrator, mediator or other entity is utilized per policy, this office will only disclose non-clinical information to these entities (i.e. Billing file). For in-home, outdoor or other services which take place outside the office, Jeff cannot guarantee your privacy or confidentiality. For those clients younger than eighteen (18) years of age or those adults whom are conserved: Legal guardians have privilege of your health information. **For clients receiving Couples or Family Counseling: Jeff maintains a No Secrets Policy.** If you disclose information individually to him, or in concert with a subset of the "treatment group," your disclosure may be disclosed to all parties in "treatment group" so as to prevent the undermining of treatment for any party in "treatment group." This office will communicate any potential life-threatening concerns to your relevant individuals or members of the treatment group, without your consent. For any information you reveal (or in concert with others), which describes actual or potential violence (or abuse), this will be disclosed with care. **For clients under Middle Way Health Wellness Plan (EAP),** you agree that Jeff may disclose your PHI to any practitioner/provider or general administrative staff of the plan as a means to coordinate treatment, manage risks, and conduct billing and coordinate payments.

1) Access, Storage, and Transmittal of PHI. A.) Physical files or media. Counselors have the duty to release only as much PHI as is necessary for each situation. All counseling files will be kept in a locked filing cabinet, secure storage facility, or secured website; however, the Clinical File and the Billing File will be kept for not less than seven (7) years from end-date of service. **B.) Electronic files or media.** Electronic technology (e.g. mobile phones) and computer Internet-based systems are utilized by this office to access, store, and transmit your information via calendaring, email, fax, or over phone. Systems may be vulnerable to attacks by third-parties and Alive Counseling cannot guarantee confidentiality of your information over these systems. **2) Use of PHI.** This office will use your information in many ways and for differing purposes: to plan your treatment, to meet ethical and legal obligations of disclosure, to coordinate treatment with your current medical providers or those with a need to know in the circumstances of a potential life-threatening emergency (such as caregivers, spouses, parents, friends, etc.). **3) Disclosure of PHI.** By law, this office may not use or disclose any more of your PHI than is necessary to accomplish its operations. In general, this office is able to disclose your information for purposes of treatment, payment or health care operations (TPO) or as the result of any compelling law or order. **For any such situation not otherwise listed in this Office agreement, Jeff Wilfong will require your (or if applicable, your legal guardian's) signed written release to communicate with third parties. Oral consent may be requested for emergencies, until a written release is signed and completed.** **4) Your Rights.** You have the right to the following actions: **A.) To request limits on uses and disclosures your PHI,** but this office is not legally required to comply. **B.) To choose how this office uses or sends your PHI.** This office may agree to any request as long as it does not impact business operations and Jeff Wilfong is able to provide the means or format you request. **C.) To view and obtain copies of PHI or clinical summaries (as indicated).** Notes from all counseling and psychotherapy services will be documented in the Clinical Files. Voicemail, e-mail, website inquiries, phone SMS messages and Internet-based messages may or may not be entered, whole or in part, to the official Clinical File record. With a written and signed note, you or your legal guardians are entitled, by law, to your Clinical and/or Billing files and may request to have a copy for a twenty dollar (\$20) fee. If clinically indicated, this office may only provide a clinical summary only. For those receiving Couples/Family Counseling, since information on all parties is retained in one file, any individual or subset of the treatment group requesting Clinical File information will be denied, unless all clients and parties provide their written authorization for release. Please allow fourteen (14) business days for each request to be processed. **D.) To obtain a list of the disclosures this office has made.** Jeff will provide a list to clients(s) within thirty (30) days of notice. **E.) The right to correct or update PHI.** If you (or if applicable, a legal guardian) believes that there is a mistake in the PHI this office maintains about you or that a piece of important information is missing, you have the right to request this office to correct the existing information or add any missing information. **F.) The right to file a complaint.** You have the right to file a complaint about this office, regarding our privacy practices, if you believe your privacy rights have been violated. The regulating authority is: Secretary of the Federal Department of Health and Human Services, 200 Independence Avenue SW, Washington, DC 20201. For more information: <http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html>. This office will not deny treatment or otherwise retaliate for any complaints filed.

Mobile phone, Internet and Social Media policies: Mobile phone: When in the office, please turn off or mute all mobile phones and/or pagers and do not make calls within the office. **Web pages and blogs:** Jeff recommends that you do not "comment" on web pages or posts related to this office or your treatment, as you will risk compromising your confidentiality. **Website messaging features, tweets, posts:** Please do not use social networking sites such as Twitter, Facebook, or LinkedIn to contact or message Jeff, or use location-based "check-in" software. In general, you cannot assume confidentiality while using the Internet. **Negative reviews:** Please voice concerns to Jeff before writing any negative complaints on a web page.

Child custody, Legal proceedings, and Costs: Jeff Wilfong does not provide any child custody evaluations or recommendations, and he does not interject or offer his oral or written opinion regarding legal matters unless called to testify by a court in a proceeding or disposition. **Court costs:** If you, your mediator, lawyer, a judge, arbitrator or other person wishes information from Jeff, such as to testify or provide disposition in court, proceeding, or other meeting on your behalf, on matters related to your treatment, wellness care, child custody recommendations, another individual's treatment, policies of this company, or any other matter, then you agree to pay Jeff for such assistance according to the following: any and all related time spent on the case, including preparation time, e-mails, phone calls, travel time to and from a court (or other location), cross-examination time, waiting time, and testifying time at three-hundred fifty dollars (\$350) per hour, and reasonable travel and hotel costs.

No recording of sessions: Jeff Wilfong does not allow audio and/or visual recording of in-person or telemedicine sessions. You may bring paper or a computer to type any notes during a session. He will write down his notes during the session.

Telemedicine consent: By signing this Agreement, if you request **services via phone, e-mail, Skype or any other electronic or computer means**, you are stating that you agree to and understand these policies. "Telemedicine" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I/We understand that telemedicine also involves the communication of my medical/mental health information, both orally and visually, to health care practitioners. I/We understand that I have the following rights: (1) I/We have the right to withhold or withdraw consent for telemedicine at any time without affecting my right to future care of in-office appointments, if available. (2) The laws that protect the confidentiality of my medical information also apply to telemedicine. (3) I/We understand that there are risks and consequences from telemedicine, including, but not limited to, the possibility, despite reasonable efforts on the part of Jeff Wilfong, or Alive Counseling, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my/our medical information could be accessed by unauthorized persons. (4) In addition, I/we understand that telemedicine based services and care may not be as "complete" as face-to-face services and the same "Benefits and Risks" (see above) apply. (5) I/We also understand that if Jeff believes that I/we would be better served by another form of services (e.g. face-to-face), he will refer me/us to a professional who may better serve my/our needs. Further, by utilization of platform (e.g. Skype, facetime, www.Breakthrough.com, etc.), client(s) and signors acknowledge limitation to their rights, privacy and confidentiality and to direct any subsequent legal claims about such issues to the provider of the platform so utilized.

Modifications: Alive Counseling reserves the right to update or modify this office agreement at any time, and will inform you in writing

Agreement and Consent for Treatment: Jeff Wilfong and Alive Counseling do not accept any insurance benefits (PPO/HMO/EAP), except as indicated by a current Middle Way Health EAP plan. Therefore, all clients, or their responsible parties, are fully responsible to pay Alive Counseling out-of-pocket for any and all fees, as they are provided. For Legal Guardians: By signing as "Legal Guardian" you in fact are certifying that you are the client's legal guardian. All legal guardians must consent before Jeff will provide services to the client(s). He may request copy of any court order or birth certificate related to guardianship of a minor client. Additionally, Jeff may ask for a copy of state issued identification card for clients and/or their legal guardian(s), especially telemedicine clients. By signing this document below, I/we have read all pages of this Agreement, had the chance and satisfaction of asking any questions, understand everything outlined within, and that I/we agree to all statements, terms and conditions contained within. I/We, the client(s), give permission to Jeff Wilfong, and Alive Counseling, to provide treatment to client(s) signed below.

_____	X _____	_____
Client Name	Signature	Today's Date
_____	X _____	_____
Client Name	Signature	Today's Date
_____	X _____	_____
Legal Guardian's Name	Signature	Today's Date
_____	X _____	_____
Legal Guardian's Name	Signature	Today's Date

OPTIONAL

Credit Card agreement: Fees being paid for by credit card when credit card holder does not personally present the card in-person OR for any phone, Skype™**, facetime, email Services*** or Other services shall have Credit Card agreement on file. Unless an account is otherwise paid in full with cash or another valid payment option as agreed to by Alive Counseling, once the credit card account holder signs this agreement, all subsequent charges to client account, from this date and time forth, will be charged to the below credit card. At any time, the credit card account holder may rescind this agreement, by written notice to the company. By signing this agreement, *you agree to not dispute any charge* (e.g. attempt to seek "charge back") that is conducted in good faith by this company. If you otherwise attempt to seek repayment or void a payment through your credit card company, your account balance will be penalized a 20% processing fee (of the payment amount) for each occurrence.

Credit card number: _____ - _____ - _____ - _____ **Expiration date:** ____ / ____ **Security code/CVV2:** _____ (3/4 digits)

Card holder name: _____ **Billing address:** _____ **Zip code:** _____

By signing below, I state I am card holder and authorize Alive Counseling to charge all subsequent client account balances, minus any cash, or PayPal payments, to indicated credit card until client account balance is zero. I also agree that the office may keep this original form permanently on file.

Credit **card holder** signature _____ Date: _____