

## **Counselor-Client Services Agreement**

#### Welcome

This document outlines policies and guidelines and also contains important information about the Health Insurance Portability and Accountability Act or HIPAA. This is a federal law that provides privacy protections and client rights regarding the use and disclosure of your Protected Health Information. This information is collected and used for the purpose of treatment, payment, and health care practices.

HIPAA requires that we provide you with a Notice of Privacy Practices concerning the use and disclosure of Protected Health Information. This Notice, which is attached to the Agreement, Explains HIPAA and its application to your personal health information in greater detail. A notice of your client rights, as required by law is also attached. The law requires that we obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before your session. We can discuss any questions you may have at that time.

When you sign this document, it represents an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding except where (1) we have already taken action in reliance on an Agreement in affect; or (2) if you have not satisfied all your incurred financial obligations to ADDing Solutions.

Please make sure you read through this entire document and understand the terms.

### **Counseling & Psychotherapy Services**

Counseling processes vary according to the uniqueness of the counselor and the client, as well as your particular reason for seeking services. There are many different methods that may be used to treat the circumstances that you hope to address here. The process of counseling is unlike a visit to your primary care physician in that it calls for some very active effort on your part. To achieve the greatest success you must be willing to work on things you and your therapist talk about, both during and between your sessions.

Counseling can have both benefits and risks. Among the benefits, counseling can lead to a clarity of perspective, a more confident direction for your life energy, movement towards a sense of wholeness, solutions to specific personal problems, significant reductions in feelings of distress, and improved relationships.

On the other hand, counseling can involve discussing unpleasant aspects of your life, where you may experience uncomfortable feelings like fear, sadness, guilt, anger, frustration, loneliness, or helplessness. Everyone responds differently.



Usually, the first counseling session focuses on an initial evaluation of your needs. By the end of that session, your therapist can offer you some first impressions related to your reasons for coming, and an outline of a possible treatment plan that can be followed. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist.

Counseling involves a significant commitment of time, money, and energy, so you should be careful about the therapist you select. If you have questions about your therapist's approach, please discuss them whenever they arise. If your doubts persist, we will be happy to help you find another mental health professional.

### **Appointments**

Depending on your reasons for seeking our services, counseling sessions will vary in length, usually either fifty minutes or seventy five minutes. Therapy frequency is generally weekly, unless you need more or less sessions per week. Once a session is scheduled, you will be expected to pay for it unless you provide one day's (24 hour) advance notice of cancellation.

#### **Professional Fees**

Our hourly (50 minute) fee for therapy is \$175.00. The initial appointment fee for therapy is \$215.00. For Neurofeedback protocol setup is \$195.00. A two session rate will be the same as the hourly rate, doubled. The fee will be prorated for telephone conversations lasting longer than 10 minutes, consulting with other professionals (with your permission), preparing records or treatment summaries, and performing any other service you may request. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all professional time, including preparation and transportation costs.

Neurofeedback sessions are \$150.00 per session and are scheduled twice weekly.

Counseling sessions with Amy Maez are \$150 per session.

### **Payment**

Your credit card on file will be charged for each session shortly after your appointment that week.



## **Contacting Your Therapist**

Your therapist may not be immediately available by telephone. While they are usually available between 10 am and 6 pm, Monday through Friday, they cannot answer a phone call while they are with a client. When unavailable, you can leave a message by calling the main office number, 206.861.9577. Your therapist will make every effort to return your call on the same day as you make it. If you are difficult to reach, please inform us of times when you will be available, as well as the best phone number/s. We accept and return texts pertinent to treatment times or immediate concerns but please be aware that texting is not a secure form of communication.

If you are unable to reach your therapist and feel that you can't wait for a return call, contact the Seattle Crisis Clinic, your family physician, or the nearest hospital emergency room and ask for a psychiatrist on call. If your therapist will be unavailable for an extended period of time, you will be provided the name of a colleague to contact.

## **Confidentiality and Limits on Confidentiality**

The law protects the privacy of all communications between client and a counselor. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require that you provide written, advance consent. Your signature on this Agreement provides consent for the following activities:

- Your therapist may occasionally find it helpful to consult other health and mental health
  professionals. During a consultation, your therapist will avoid revealing the identity of their
  client/s. Any other professionals are also legally bound to keep the information confidential.
  Unless you request otherwise, your therapist will not tell you about these consultations
  unless they feel that it is important to your work together. All consultations will be noted in
  your clinical record.
- 2. We may disclose information in order to receive payment for services but will only disclose the minimum information required to receive payment.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

- 1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the counselor-client privilege law. We cannot provide any information without your (or your personal or legally-appointed representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- 2. If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.



- 3. If a client files a complaint or lawsuit against us, we may have to disclose relevant information regarding that client in our defense.
- 4. If a client files a worker's compensation claim, we must, upon either party's appropriate request, release all of the information in our records *directly related* to any injuries or disabilities claimed by the client for which he/she is receiving benefits from his/her employer. Information in our records that is not directly related to such injuries or disabilities may only be released with a signed authorization from the client.

There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect clients or others from harm, and which may require revealing some information about a client's treatment.

- 1. If your therapist knows, or has reason to believe, that a person under 18 years of age is being abused or neglected, the law requires that it is immediately reported to an appropriate governmental agency. This is usually to the office of Child Protective Services in the county where the child resides. Once such a report is filed, your therapist may be required to provide additional information.
- 2. If your therapist has reasonable cause to believe that an incapacitated or elderly adult is being abused, neglected or exploited, it must immediately be reported to the office of Adult Protective Services. Once such a report is filed, your therapist may be required to provide additional information.
- 3. If your therapist believes that a client presents a substantial and imminent risk of serious harm to another person, they may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- 4. If a client threatens a substantial risk or serious harm to himself/ herself, your therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

If an obligation arises, your therapist will make every effort to fully discuss it with you before taking any action, and will limit disclosure to that information deemed necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have with your therapist.

#### **Professional Records**

The laws and standards of the therapeutic profession require that we keep Protected Health Information (PHI) about you in your clinical record. Except for unusual circumstances that can involve danger to yourself and/or others, or where information has been supplied to us confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing.



Because these are professional records, they can be easily misinterpreted and possibly confusing to an untrained reader. For this reason, we recommend that you initially review them with your therapist, or have them forwarded to another mental health professional so you can discuss the contents. We are allowed to charge a reasonable fee for expenses incurred. If we refuse your request for access to your records, for reasons stated above, you have a right of review, which we will discuss with you upon request.

You should be aware that, pursuant to HIPAA, we may keep Protected Health Information about you in two sets of professional records. One set constitutes your clinical record. It includes information about your reasons for seeking therapy, a description of the ways in which your problems impact your life, your diagnosis, the goals that are set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone.

In addition, your therapist may keep notes designed to assist them in providing you with the best care. While the contents of counseling notes vary from client to client, they can include the contents of your conversations, your therapist's analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to your therapist that is not required to be included in your clinical record. They also include information from others provided to your therapist confidentially. These counseling notes are kept separate from your clinical record and are not available to you and cannot be sent to anyone else, including insurance companies. Insurance companies cannot require your authorization for these notes as a condition of coverage nor penalize you in any way for your refusal to provide them.

### **Counselor-Client Services Agreement Important Reminders**

Length of Sessions	(initial	please)	)

- Hour sessions are 50 minutes
- Hour and one-half sessions are 75 minutes
- Two hour sessions are 100 minutes.
- If a scheduled sessions run over due to processing or need, client agrees to pay the additional amount in 15 minute increments.
- Phone sessions/consultations are provided free of charge up to 15 minutes. After 15 minutes, time is charged for accordingly, unless prior agreement is reached.

Must be made	(initial please) at least 24 hours before client's appointment time, otherwise, client will be missed session.
Payment	_(initial please)



YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS. IT ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE DESCRIBED ABOVE AS WELL AS CLIENT RIGHTS.

Client Signature:	
Date:	
Guardian (if applicable):_	
Date:	