

## **Counselor-Client Services Agreement**

*SUSAN ROSS, MSW, LISCW      ADDING SOLUTIONS*  
*1400 - 112th Avenue SW, Bellevue, WA 98040*  
*206-861-9577      [www.susanross.com](http://www.susanross.com)*

### **Welcome.**

This document outlines my 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 I 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 I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next 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) I have already taken action in reliance on an Agreement in affect; or (2) if you have not satisfied all your incurred financial obligations to me.

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 I may use 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 we talk about, both during and between our 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, I can offer you some first impressions related to your reasons for coming, and an outline of a possible treatment plan we can follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with me.

Counseling involves a significant commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my approach, we can discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional.

### **Appointments**

Depending on your reasons for seeking my services, our counseling sessions will vary in length, usually between one and one half hours, as well as in frequency. 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, or if we both agree that you were unable to attend the session due to circumstances beyond your control. I will do my best to reschedule you.

### **Professional Fees**

My hourly (50 minute) fee is \$150.00. My hour and a half session (80 minutes) fee is \$195.00. A two session rate will be the same as my hourly rate, doubled. I will prorate this fee if I work portions of an hour with you on telephone conversations lasting longer than 10 minutes, consult with other professionals (with your permission), prepare records or treatment summaries, and perform any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs.

Neurofeedback sessions are \$125.00 per session.

### **Payment**

You are expected to pay for each session, at the time it is held. I ask that you prepare payments prior to our sessions so that the maximum amount of time is allocated towards your counseling session. I accept cash, check, or credit card as payment for services.

### **Insurance**

I offer insurance options at this time. However, you must pay for the first session and the normal fees until your insurance company pays those fees. At that time your co-payment for each session will be dictated by your insurance company. If you do not have insurance, or prefer not to use it, I expect payment at the end of each session. Upon request, I will provide you with a statement that you may file with your insurance agency.

### **Contacting Me**

I may not be immediately available by telephone. While I am usually available at times between 8 am and 6 pm, Monday through Friday, I will not answer a phone call while I am with a client. When unavailable, my telephone will be answered by voicemail. I will make every effort to return your call on the same day as you make it. If you are difficult to reach, please inform me of times when you will be available, as well as the best phone number/s. I accept and return texts pertinent to treatment times or immediate concerns but please be aware that texting is not always a secure form of communication.

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

If you are working with a practitioner from this office and have questions regarding those sessions you may contact that provider directly. If you have any questions or concerns about the neurofeedback, I am available to speak with you at my earliest convenience.

### **Confidentiality and Limits on Confidentiality**

The law protects the privacy of all communications between client and a counselor. In most situations, I 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 only that you provide written, advance consent. Your signature on this Agreement provides consent for the following activities:

1. I may occasionally find it helpful to consult other health and mental health professional about a client. During a consultation, I make every effort to avoid revealing the identity of my client/s. The other professionals are also legally bound to keep the information confidential. Those consultation fees are my own to pay a consultant. Unless you request otherwise, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in the Notice of Counselor's Policies and Practices to Protect the Privacy of Your Health Information.)
2. I 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 I am 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. I 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 me to disclose information.
2. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
3. If a client files a complaint or lawsuit against me (which has never happened), I may have to disclose relevant information regarding that client in order to defend myself.
4. If a client files a worker's compensation claim, I must, upon either party's appropriate request, release all of the information in my 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 my 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 I am legally obligated to take actions, which I believe are necessary to attempt to protect my clients or others from harm, and which may require revealing some information about a client's treatment.

1. If I know, or have reasonable suspicion to believe, that a young person under 18 years of age is abused or neglected, the law requires that I immediately report the matter to an appropriate governmental agency. This is usually to an office Child Protective Services in

the county where the child resides. Once such a report is filed, I may be required to provide additional information.

2. If I have reasonable cause to believe that an incapacitated adult is being abused, neglected or exploited, I must immediately report that information to CPS. Once such a report is filed, I may be required to provide additional information.
3. If I believe that a client presents a substantial and imminent risk of serious harm to another person, I 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, I 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, I will make every effort to fully discuss it with you before taking any action, and I will limit my 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 we discuss any questions or concerns that you may have at any time. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **Professional Records**

The laws and standards of my profession require that I 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 me 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. I am allowed to charge a reasonable fee for expenses incurred. If I refuse your request for access to your records, for reasons stated above, you have a right of review, which I will discuss with you upon request.

You should be aware that, pursuant to HIPAA, I 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 we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone.

In addition, I may keep notes designed to assist me in providing you with the best care. While the contents of Counseling Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They also include information from others provided to me confidentially by others. These Counseling Notes are kept separate from your Clinical Record. These Counseling Notes 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 80 minutes
- Two hour sessions are 100 minutes.
- If 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.

Cancellations\_\_\_\_\_ (initial please)

Must be made within 24 hours of client’s appointment time, otherwise, client will be charged for the missed session.

Payment\_\_\_\_\_ (initial please)

Payment is due at the time of service. I ask that you prepare your check prior to sessions so that client time is optimized. I also accept credit or debit cards.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS during our professional relationship, AND 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:\_\_\_\_\_

Therapist Signature:\_\_\_\_\_

Date:\_\_\_\_\_