

ROBIN BROWN-GORTON, MA., MS., LPCC

COUNSELOR-CLIENT SERVICE AGREEMENT

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (**HIPAA**), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (**PHI**) used for the purpose of treatment, payment, and health care operations. **HIPAA** requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of **PHI** for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains **HIPAA** and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. 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 have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

COUNSELING SERVICES

Counseling is not easily described in general statements. It varies depending on the personalities of the counselor and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on things we talk about both during our sessions and at home.

Counseling can have benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have many benefits. Counseling often leads to better relationships, solutions to specific

problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with counseling. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Counseling involves a large commitment of time, money, and energy, so you should be very careful about the counselor you select. If you have questions about my procedures, we should 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 for a second opinion.

Benefits and Risks of Therapy for Minor Children

Counseling may be beneficial to your child in a variety of ways. Your child will receive emotional support, will learn to understand feelings and problems, and will be encouraged to try new solutions to problems. Your child most likely will experience uncomfortable thoughts, feelings or memories as part of the counseling process. This is to be expected.

Counseling may also foster disagreements between parents and the counselor over what is in the best interest of the child. Attempts will be made to resolve said disputes in a timely fashion, so as not to impede the child's progress in counseling.

MEETINGS

I normally conduct an evaluation that will last from 2 to 6 sessions. This evaluation may also include the use of psychological screening tests and if necessary, a referral for more in depth psychological testing and /or psychiatric evaluation. During this time, we can both decide if I am the best person to provide the services that you need in order to meet your treatment goals. If counseling is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.**

PROFESSIONAL FEES

My hourly fee is **\$125.00**. I provide a sliding scale fee schedule for clients who make less than 90,000.00 a year. Payment is due at the beginning of each session. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. If you are struggling with anxiety or depression I will administer an anxiety/depression assessment, which will be an additional \$10.00. Other services may include but are not limited to report writing, treatment planning, correspondence with and/or other contacts with insurance companies, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing 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, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge **\$200.00** per hour for preparation and attendance at any legal proceeding.

COUPLES COUNSELING

In general, I find that 80 minute sessions are best for couples counseling. If your sliding scale fee is \$50 per 50 minute session, the fee would be \$75 for an 80 minute session. I also use Gottman assessments for most couples and the fee is \$29 per couple, payable directly to the Gottman Institute. I also require couples to purchase certain materials from the Gottman bookstore, which is usually around \$20. I also would like to stress that in couples counseling I do not keep secrets. Openness and honesty are important for the health and healing of your relationship.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I probably 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, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. In that I do not provide emergency services,

in the case of an emergency please call **911** or go to the nearest emergency room and ask for the psychologist and/or psychiatrist on call.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a 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 those activities, as follows:

- If I enter into contracts with any businesses that involve your **PHI**, I will have a formal business associate contract with these businesses, as required by **HIPAA**, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

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

- 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 legal 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.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, I must, upon appropriate request, provide relevant information, to the appropriate parties, including the client's employer, the worker's compensation insurer.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.

- If I know or have reasonable cause to believe that a child, spouse, or vulnerable adult is neglected or abused, the law requires that I file a report with the appropriate governmental agency, usually the Cabinet for Families and Children. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an actual threat of physical violence against a clearly identified or reasonably identifiable victim or a threat of a specific violent act, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is 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 now or in the future. 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 about you in your Clinical Record. Except in unusual circumstances that that disclosure would physically endanger you and/or others or makes reference to another person (unless such other

person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, 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 misinterpreted and/or upsetting to untrained readers. 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. You are entitled to a free copy of your records. However, I am allowed to charge a copying fee of \$1 per page (and for certain other expenses) for any subsequent copies. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 16 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in counseling is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

It is my not my policy to testify in court custody/divorce hearings. If you are bringing your child for help during this stressful time in your family's life, then my work is directed toward helping your child in therapy. Participating in any court proceedings is counterproductive to your child's therapy process. By setting this policy at the beginning of counseling, each parent's rights are protected as well as keeping the counseling room a safe place for your child to work through emotions. In some cases, at my discretion, I may agree to write a report about your child's progress in therapy. Both custodial parents will receive a copy of this report. I do not allow treatment records to be read or reviewed by any person other than myself. By signing this informed consent, **I/we agree not to subpoena or ask for copies of my child's records, or ask for court testimony/evaluations from Robin Brown-Gorton. I/we also agree to instruct our attorneys not to subpoena Robin or refer to Robin in a court filing.**

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; **however, you (not your insurance company) are responsible for full payment of my fees.** It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of

course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

CONFIDENTIALITY OF E-MAIL, CELL PHONE AND FAX COMMUNICATION:

It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact the servers have unlimited and direct access to all e-mails that pass through

them. Faxes can erroneously be sent to the wrong number. Please notify me if you decide to avoid or limit in any way the use of any or all of the above mentioned communication devices.

What is the best way that I can reach you? _____

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

Client Signature

Date

Parent Signature (for minors)

Date