Counseling Contract

MARK SMITH, PROFESSIONAL SERVICES, LLC

14825 E 42nd St. South

Suite 208

Independence, MO 64055

Phone 816-353-5363

Fax 816-295-6100

Email mark@independencecounselor.com

Website www.independencecounselor.com

Counseling Contract

Thank you for selecting me to meet your counseling needs. It is a privilege to serve you and I will do all I can to help and to provide you the highest quality of service. In order to better serve you the following information is being provided. Please examine it carefully. I will be happy to answer any questions regarding items for which you need additional clarification.

Please initial all sections below to which you agree. Any sections not initialed will be discussed prior to treatment. If you have questions about any part of this, please leave that section blank until we discuss it in person.

_____ **The Therapy Process**: I use a variety of treatment approaches in order to best help you reach your goals. Change can occur through working on one's thinking, actions,

environment, and spiritual condition. Changes can produce varying results and it is necessary to recognize that as one struggles with change, sometimes that struggle may lead one to go through a more difficult valley temporarily. It is very important that therapy continue at least until you have passed through that valley should it occur.

_____ **Confidentiality:** I am dedicated to preserving the confidentiality and privacy of all my clients. However, some state and federal laws require that I disclose information in certain situations**. Please review the following situations in which I must breach confidentiality:**

If I suspect child, elderly or disabled person abuse or neglect I am required to report that information to a state agency.

- **When a client brings charges against the therapist.**
- **When a court orders the therapist's testimony of your records.**
- **I may sometimes talk with another professional about your case in order to get an objective point of view.**

  In those instances your confidentiality will be maintained as no identifying information will be revealed, only the circumstances of your situation. Any professional with whom I consult will also be required by professional ethics to maintain your confidentiality.

  The exception will be that when I am out of town I may release your information to another therapist who will serve on call should an emergency arise. In this case minimal confidential information will be released as is necessary.
- **When I believe a client is a danger to themselves or others (suicidal or homicidal).**

The laws and ethics of confidentiality are complicated. If you have special or unusual concerns, an attorney is recommended for legal advice.

_____ **Treatment of Minors:** Persons under the age of 18 must have permission of the parent or legal guardian to receive therapeutic services. Parents will be involved in treatment as I deem necessary while maintaining the confidentiality of the client except in cases of dangerous drug use, suicidal ideation or running away. In cases of divorce, I will want to involve both parents unless rights have been severed for one or it is otherwise not feasible to do so.

_____ **Court Appearance and records Requests:** I will not serve as a witness in custody disputes or divorce proceedings, or provide records for such matters. I ask you to agree to accept this policy. If you go to court you will need to receive an evaluation from another professional for those involved. I will provide a summary, if necessary, but not actual records to the court. Charge for this service will be $125 per hour of preparation must be paid in advance.

If required to attend court proceedings the fee will be $125 per hour with one hour payable in advance plus the cost of my attorney should I feel it necessary. In addition my fee for travel to and from court is $60.00 per hour with a one-hour minimum for travel. These charges can be avoided if cancellation is made one week in advance.

_____ **Subpoenas:** If your records are requested through subpoena, you will be notified in writing and provided with a copy of the subpoena. You must then provide the therapist with a written objection to the subpoena or indicate that an objection will be filed with the court (with a copy to the therapist). It is the client’s responsibility to file this with the court within the time frame legally allowed.

_____ **Appointments:** Counseling sessions are 45-50 minutes and include the time needed to schedule another appointment and make payment. Due to the difficulty of scheduling missed or cancelled appointments, 24 hours notice must be given in order to avoid being charged for the missed session. Bad weather is

the exception. If you cancel three appointments in a ten-week period we will discuss issues that may indicate the need for another therapeutic plan, your appointment time slot will be surrendered and your file will be automatically terminated with a letter that will be mailed directly to you.

Failure to keep scheduled appointments in accordance with the above guidelines will result in a charge of $75.00. **A copy of your credit card will be kept on file and will be used for such charges.** Failure to pay the cancelation fee may result in termination of services by Mark Smith, Professional Services, LLC

____ Fee Policy: The standard fee per session is $ 95.00 or at the rate set by your insurance provider. Insurance only covers what is deemed medical necessity. We do have a financial hardship policy for clients in need of assistance. Please ask about financial assistance if you need it. The agreed upon rate for your session is $_____ per session. Please pay at the beginning of each session to make the most use of your session time and make checks payable to **Mark Smith, Professional Serv, LLC**. Returned checks are subject to an additional $45 charge. In the event your insurance does not cover the cost of sessions you will be responsible for payment. **A copy of your credit card will be kept on file and will be used for such charges.** You can leave a message at 816-353-5363, seven days a week, 24 hours a day if you need to leave a message.

Fees are to be paid at the time of service unless another arrangements are made in advance.

The fee for requests for medical records is $25.00 and $ .50 per page for copies.

____ Consultation: If you could benefit from a treatment I cannot provide, I will help you get it. You have a right to ask about such other treatments, their risks, and benefits. I

will fully discuss the reasons for any additional recommendations I have so you can decide what is best.

____ **Communication:** Sending information through cell phones, texting, Facetime/Skype and email are not a safe means of communication because there is not proper means for assuring the confidentiality of this information. For the protection of your confidentiality, I will not utilize the methods of communication without your acknowledgement of the potential risks to confidentiality and consent to do so by initialing here _____. Please communicate with me by telephone or in person if you want to assure that your personal information is kept as confidential as possible.

Such communication is approved by you using the phone number and email listed on your information form.

____ I acknowledge that I am aware that I can review Mark Smith's HIPAA **Notice of Privacy Practices** at www.independencecounselor.com or I can request a printed copy.

It may be beneficial to me to confer with your medical professional with regard to your psychological treatment or to discuss any medical problems for which you are receiving treatment. If so a separate release of information will be required.

My signature below indicates that I have read and accept the terms and conditions of all initialed policies above concerning my care.

_____ I would like a copy of this Contract.

Client's Signature_____ Date_____
Client's Signature_____ Date_____

_____

Mark L Smith, LPC, LCSW Date