



**Black River Counseling LLP**  
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### **Clinical and Professional Agreement for Services**

Welcome to Black River Counseling LLP. This document contains important information about our professional relationship including our professional services and business policies. Please read it carefully and jot down any questions that you might have so that we can discuss them. Once you sign this, it will constitute a binding agreement between us.

#### **PSYCHOLOGICAL SERVICES**

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger, frustration, loneliness or helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to a significant reduction of feelings of distress, better relationships, and resolutions of specific problems. However, there are no guarantees about what will happen. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you to secure an appropriate consultation with another mental health professional.

#### **MEETINGS**

I have reserved time in my schedule for you, I expect you to give me at least 24 hours of notice if you need to cancel or reschedule the session. **Missed session without 24 hours of notice (that are not medical or family emergencies) will be charged a missed appointment fee of \$35.00. If you miss 3 sessions without giving me 24 hours of notice, we will re-evaluate our work together and potentially move towards termination.**

**PLEASE NOTE: As a courtesy, I will be happy to text or email appointment times/reminders when possible but note that texting is not HIPAA protected. Please initial here if you agree to text/email: \_\_\_\_\_**

#### **COUNSELING POLICIES AND PROCEDURES**

This ensures that everyone who participates in services will have all the rights that are afforded to a person in a counseling program (unless these are specifically limited or mandated by law). This means that you are freely consenting to participate in counseling and may discontinue services at any time without prejudice towards you. You also have the right to request a referral to another counselor, to see your records, know about risks that may be involved in counseling, and have questions answered about the counseling process.

#### **CONFIDENTIALITY**

Your personal information and records will be kept confidential (unless a release is mandated or you provide written consent to release information). This means that what you share in counseling will not be communicated to others and your information, as well as the counseling relationship, will neither be disclosed nor acknowledged. You should be aware that there are certain limitations to confidentiality such as when release is legally mandated, when a person may be dangerous to

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themselves or others, and when a court or judge orders disclosure. In such cases, the counselor will comply with the legal and/or ethical requirements regarding maintaining confidentiality. Contact between therapists and a client via social media (Facebook, Twitter, LinkedIn, Instagram, Pinterest, etc.) has the potential to produce unnecessary complications that may interfere with progress in therapy. Therefore, none of the therapists or employees at Black River Counseling LLP will respond to personal friend requests or other social media contact requests.

### HIPAA RESPONSIBILITIES

- We are required by law to maintain the privacy and security of your protected information.
- We must follow the privacy practices described in this notice and, if you choose, give you a copy of it.
- We will not use or share your information other than as described here without your written permission.
- You may change your mind, at any time, and revoke permission by letting us know in writing.
- We will let you know promptly if a breach occurs that may have compromised your information.

For more information you can go to:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### PROFESSIONAL RECORDS

Black River Counseling, LLP is required to keep appropriate records of the professional services we provide, and you have the right to review your records. (For more information on this, refer to the HIPAA Privacy Statement in CONFIDENTIALITY above.) However, because these records contain information that can be misinterpreted by someone who is not a mental health professional, it is our general policy to discourage clients from viewing their files. Instead, if you request, we will provide you with a treatment summary unless we believe that doing so would be emotionally damaging. If that is the case, we will be happy to forward the summary to another appropriate mental health professional who is working with you.

### PROFESSIONAL FEES

When you make your appointment, you will be responsible for either my fee, or any applicable deductible, copay or coinsurance. In addition to appointments, it is my practice to charge the full session fee, on a prorated basis, for other professional services you may require, such as report writing, attendance at meetings or consultations with other professionals that you have authorized, preparation of records, or the time required to perform any other service which you may request of me. If services are provided any place other than my office, travel time may be charged as part of my fee.

### BILLING AND PAYMENTS

Payment may be made via cash, check or major credit card including Health Savings Accounts or Flexible Savings Accounts. **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 at the time these services are requested.

If your account is more than 60 days overdue and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information I release about a client's treatment is the client's name and address, the nature of the services provided, and the amount due. Please Note:

***There will be a \$25.00 service charge for all returned checks.***

***The Following Are Not Billable to Insurance: (these will be charged to a debit or credit card on file unless the clients make other prior arrangements).***

***Phone calls:*** The first 10 minutes are free. After 10 minutes, clients are charged per \$10.00 per 10 minute block that is begun, thereafter.

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**Example:** A call begins at 9:10pm and the conversation lasts 42 minutes. Total charge for the call is \$40.00, which includes first 10 minutes on me, plus four 10-minute blocks, including last two minutes. Calls may be limited due to my availability when unscheduled. Please use wisely!

## **INSURANCE REIMBURSEMENT**

**Managed health care plans such as HMOs and PPOs sometimes require advance authorization before they will provide reimbursement for mental health services.** You should also be aware that insurance agreements may require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share the information with a national medical information data bank. *It is important to remember that you always have the right to pay for my services yourself and avoid the complexities that are described above.*

## **MINORS**

If the client is under eighteen years of age, please be aware that the law may provide the parents (in the case of divorces, the custodial parent/s) with the right to examine the client's treatment records. I will usually provide parents only with general information on how the client's treatment is proceeding, unless I feel that there is a high risk that the client will seriously harm him/herself or another, in which case I will notify them of my concern. I will also provide them with updates of the client's treatment. Before giving them any information I will discuss the matter with the client and will do the best I can to resolve any objections the client may have about what I am prepared to discuss.

## **EMERGENCY SAFETY INTERVENTION**

Black River Counseling staff is NOT prohibited to place client(s) in seclusion/time out area, nor will Black River Counseling or Black River Counseling providers' use of restraint on a client(s). Black River Counseling LLP will have an emergency contact list in the client chart and for guardian reference.

## **CONTACTING THERAPEUTIC STAFF**

My contact number is **(843) 606-0516**. I am not always immediately available by telephone, especially when I am in a session with another client. For *non-emergencies*, I will make every effort to return your call on the same day you make it, including calls I receive after office hours. Otherwise, it may be the next day before I can respond to a *non-emergency* call. If you are difficult to reach, please leave times when you will be available. If it is an emergency and you feel that you cannot wait for me to return your call, you should ***call your family physician or the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. OR CALL 911.***

Many clients will use email as a way to communicate information to me prior to or in-between sessions. Please be aware that the internet is not always 100% secure and that everything written in emails remains in your files. If you would like a response to an email sent please type PLEASE RESPOND at the bottom of the message and I will get back with you at my earliest convenience. Otherwise, I will read it and then place it in your file. Please either call/voicemail or email me if there is more detailed information of which I need to be aware.

## **CLIENT RIGHTS**

The client may not be discriminated against because of race, religion, sexual orientation, national origin, age or sex. The client has the right to be treated with fairness, dignity and respect and to not be subjected to any abuse or mistreatment. The client has the right to participate in the development, review and management of your treatment plan and be informed of the rules, plans, expectations, and any changes that may occur within the prescribed Black River Counseling for you and your family. The client has the right to not be subjected to non-standard treatment of procedures,

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experimental procedures or research, without the written informed consent, after consultation with counsel or interested party of the client’s choice. The client is not required to perform services to the facility and clients are not deprived of any constitutional, civil and or legal rights while receiving services from this program. The guardian and/or client have the right to file a grievance with the court, county agency, and the provider agency for any illegal violation of specific civil rights, or treatment/services without fear of retaliation and will be assisted in doing so, if needed.

**PLEASE INITIAL THE FOLLOWING STATEMENTS TO VERIFY YOUR UNDERSTANDING AND AGREEMENT:**

\_\_\_\_\_ Emergency Safety Intervention (ESI) I have received an orientation to the LIPs program. I have been informed of the programs policy regarding emergency procedures and give permission for this as an emergency measure should I ever be needed and my signature at the bottom represents my agreement to Black River Counseling LLP policy regarding ESI my dependent.

\_\_\_\_\_ I (the client or guardian) understand that I am required to provide Black River Counseling, LLP a minimum of 24 hours advanced notice of any need to cancel or reschedule a session. With less than 24 hours of notice, or if I do not show up for my session, I will be charged a missed appointment fee of \$35.00.

\_\_\_\_\_ I understand that I am responsible for any portion of the fees not covered by my insurance company.

\_\_\_\_\_ I understand that the social media rules described above were established for my welfare and to foster therapeutic success.

\_\_\_\_\_ I understand and agree the above mentioned HIPAA policy.

\_\_\_\_\_ I consent to receive treatment at Black River Counseling LLP.

Your signature below indicates that you have read the information in this document, and agree to abide by its terms during our professional relationship.

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

\_\_\_\_\_  
Client Insurance Number

\_\_\_\_\_  
Client Social Security Number

\_\_\_\_\_  
Client Date of Birth

\_\_\_\_\_  
Client printed name

\_\_\_\_\_  
Parent/Guardian Signature (if client is under 18 years of age)

\_\_\_\_\_  
Client signature (if client is over 18 years of age)

Please print out a copy of this form for your records.

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