

**Becky Fischbein, LCSW-C**  
**The Family Garden LLC**  
Psychotherapy for Individuals, Couples & Families  
(443)-212-8125  
License # 09947 Tax ID 46-1201825

### **Client-Counselor Service Agreement/ Consent to Treat**

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability Act (HIPAA), a federal law that provides privacy protections and patient's rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

#### **Goals of Counseling**

There can be many goals for the counseling relationship. Some of these will be long-term goals such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, changing behavior or decreasing/ending drug use. Whatever the goals for counseling, they will be set by the clients according to what they want to work on in counseling. The counselor may make suggestions on how to reach that goal but you decide where you want to go.

#### **Risks/Benefits of Counseling**

Counseling is an intensely personal process, which can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will work for you. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. Counseling requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

However, there are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

### Appointments

Appointments will ordinarily be 45 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me **with 24 business hours' notice**. If you miss a session without canceling, or cancel with less than 24-hour notice, you may be required to pay for the session [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; thus, you will be responsible the cancelation fee. In addition, you are responsible for coming to your session on time, if you are late, your appointment will still need to end on time.

### Confidentiality

Your counselor will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign a consent form before such information will be released. There are some limitations to confidentiality to which you need to be aware. Your counselor may consult with a supervisor or other professional counselor in order to give you the best service. In the event that your counselor consults with another counselor, no identifying information such as your name would be released. Counselors are required by law to release information when the client poses a risk to themselves or others and in cases of abuse to children or the elderly. If your counselor receives a court order or subpoena, she may be required to release some information. In such a case, your counselor will consult with other professionals and limit the release to only what is necessary by law.

I also understand that I am releasing and holding harmless my therapist to share that specific information mandated by law or as required by an insurance company if I should seek reimbursement. *[If you have questions regarding the limits of confidentiality, please bring them to the attention of your therapist.]*

Please indicate which methods you **authorize for contact** from Becky Fischbein, LCSW-C and the Family Garden LLC

- Home Phone
- Work Phone
- Cell Phone
- Email

## **Confidentiality and Group Therapy**

The nature of group counseling makes it difficult to maintain confidentiality. If you choose to participate in group therapy, be aware that your counselor cannot guarantee that other group members will maintain your confidentiality. However, your counselor will make every effort to maintain your confidentiality by reminding group members frequently of the importance of keeping what is said in-group confidential. Your counselor also has the right to remove any group member from the group should she discover that a group member has violated the confidentiality rule.

## **Confidentiality and Technology**

Some clients may choose to use technology in their counseling sessions. This includes but is not limited to online counseling via Skype, telephone, email, text or chat. Due to the nature of online counseling, there is always the possibility that unauthorized persons may attempt to discover your personal information. Your counselor will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should a client have concerns about the safety of their email, your counselor can arrange to encrypt email communication with you.

## **Record Keeping**

Your counselor may keep records of your counseling sessions and a treatment plan, which includes goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign a release of information, which specifies what information, is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept electronically or in a paper file and stored in a locked cabinet.

## **Professional Fees**

You are responsible for paying at the time of your session unless prior arrangements have been made. Payment may be made by cash, check or credit card. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required.

Fees are non-negotiable. Fees are subject to change at counselor's discretion.

### **Insurance**

I do not participate with insurance plans however I will supply you with a coded bill/receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

### **Contacting Me**

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you feel you cannot wait for a return call or it is an emergency situation, go to your local hospital or call 911.

### **Email**

Counselor may request client's email address. Client has the right to refuse to divulge email address. Counselor may use email addresses to periodically check in with clients who have ended therapy suddenly. Counselor may also use email addresses to send newsletters with valuable therapeutic information such as tips for depression or relaxation techniques.

### **Consent to Counseling**

I have requested that Becky Fischbein, LCSW-C, to provide psychological services to me or to my minor child. I have read and understand the Policies and Procedures of The Family Garden LLC.

Your signature below indicates that you have read this Agreement and agree to its terms.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_