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LifeStream Family Counseling

Counselor – Client Services 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 federal law that provides privacy protections and patient / client 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 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. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. 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 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 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 counselor for a second opinion.

MEETINGS

I normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If counseling is begun, I will 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, and/or more or less 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 fee for your initial appointment is \$105. Thereafter, the fee for a **50-minute session** is \$85. Should you require a longer session, and my schedule allows for it, my fee for an **80-minute session** is \$120. In general, my hourly fee is **\$85**.

If I have entered an agreement with your insurance provider to accept their reimbursement schedule, these fees will be replaced with their schedule for all **covered** services. See the section on Insurance Reimbursement for further information. If I am not prevented by contract, a sliding scale based on income is also available.

- Psychological, intelligence, aptitude, and psychosocial tests and screening devices are often utilized. Referrals for personality testing may be indicated. Their costs vary, depending on the administration, scoring, interpretation and report-writing time required
- Telephone consultation with you longer than three minutes are billed to **you** at \$1.50 per minute. Please note that they cannot be billed to insurance.
- Preparation time for reports, letters, or other special correspondence requested by you is billed to **you** at rate of \$85 per hour.
- All court related work is billed at \$95 per hour. This is a non-insurance charge. **You** will be expected to pay for the following activities involved: pre-court record review, pre-court case formulation, depositions, consultations with attorneys, court appearances, in court (testimony) time, and time for travel and “waiting,” and total time out of the office (departure until return). You will be asked to sign a release of information and agreement for court appearances, if these services are required.
- During the course of treatment, off-site consultation is sometimes requested and required. School consultations and hospital consultations are billed to you at the usual hourly rate and will include travel time.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I do not answer the phone when I am with a client. When you contact LifeStream you are greeted by a menu of options that includes the option to speak with my support staff. This support staff is off-site, knows me by name, and can take calls regarding scheduling, or other issues. After hours, or when the phones are busy, a 24/7 answering service may answer instead and take a message. This staff does not know who I am, but you should hear back fairly quickly from support staff if the call is regarding scheduling etc. This is often the quickest way to get a message to me, as I will be alerted via email even when I am not in the office.

If you feel the need to leave me a direct message, you may do so by selecting my name (Gail Seemann) from the greeting menu. I pick up this personal password protected voice mail when I am able. Often this is within a day, but there may be several days when I am not in the office, and I do not monitor this voice mail remotely.

Once I receive a message from you, **I will make every effort to return your call within 24 hours of receiving 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 you are unable to reach me and feel that you can't wait for me to return your call, contact your psychiatrist, family physician, or nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. Please also see below for my Social Media / Email policies.

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:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep information confidential. If you don't object, 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 my HIPPA Notice of Privacy Practices).
- 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 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 am required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding the patient in order to defend myself.
- If a patient files a worker's compensation claim, I may disclose information relevant to that claim to the patient's employer or the 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 patient's treatment. These situations are unusual in my practice.

- If I know or suspect that a child under the age of 18 has been abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Alabama Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I know that an elderly or disabled adult has been abused, neglected, exploited, sexually or emotionally abused, the law requires that I file a report with the appropriate governmental agency, usually the Alabama Department of Human Resources. Once such a report is filed, I may be required to provide additional information.
- If I believe that disclosing information about you is necessary to prevent or lessen a serious and imminent threat to the health and safety of an identifiable person(s), I may disclose that information, but only to those reasonably able to prevent or lessen the threat.

If one of these situations arises, I will make every effort to fully discuss it with you before taking any action, and I will try to limit my disclosure to what is necessary.

Children and Teenagers: My first responsibility is to honor our confidential relationship; we need to trust each other. Therefore, in general, specific information will not be shared with your parents or others, unless you give me specific permission to do so. I may however, share generalities with your parents and offer helpful guidance to your parents and other supportive persons.

Exceptions: To protect you and help both you and your family to address and change destructive behavior, I am responsible to reporting to the appropriate agencies in the following events:

- Sexual activities if you are under the age of 18
- Abuse: physical, sexual, emotional and psychological abuse
- Potential for suicide
- Potential for homicide

Should the need to report arise, I will try my best to discuss it with you at the time, as I feel that honesty is crucial to our work together.

Parents: Note that if you are signing this consent on behalf of your child, then your child is my client. Often parents need to be involved in contributing to the treatment of their child. By signing this consent you are agreeing that when I work with you on behalf of your child, **any of your communication with me is open to the other parents legally involved in parenting your child.**

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.

SOCIAL MEDIA / EMAIL POLICY

As a result of the highly technical world in which we live, I am making explicit my business policies related to use of Social Media. This section explains how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this section, please bring them up when we meet.

EMAIL

I prefer using email only to arrange or modify appointments, and to provide forms to fill out for our first meeting. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.

FRIENDING

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

FOLLOWING

If I should begin a Twitter account for professional use, I have no expectation that you as a client will want to follow me. But if you wish to do so, my primary concern is your privacy. If you share this concern, there are more private ways to follow on Twitter (such as using an RSS feed or a locked Twitter list), which would eliminate your having a public link to my content.

Please note that if you do choose to follow me I will not follow you back, because I believe casual viewing of clients' online content outside of the therapy hour can create confusion in regard to whether it's being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour.

INTERACTING

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

If you need to contact me between sessions, the best way to do so is by phone. Direct email at gail.seemann@lifestreamfamilycounseling.org is second best for quick, administrative issues such as changing appointment times. See the email section below for more information regarding email interactions.

USE OF SEARCH ENGINES

It is NOT a regular part of my practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions *may* be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there *might* be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

BUSINESS REVIEW SITES

You may find my counseling practice on sites such as Healthgrades, Yahoo Local, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client, and I cannot respond to any review on any of these sites whether it is positive or negative.

Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing. If you do choose to write something on a business review site, please keep in mind that you may be sharing personally revealing information in a public forum. To protect your privacy you can create a pseudonym that is not linked to your regular email address or friend networks.

Please note that if you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can contact the Alabama Board of Examiners in Counseling, which oversees licensing, and they will review the services I have provided.

Alabama Board of Examiners in Counseling
950 22 Street North, Suite 765, Birmingham, Alabama 35203
(205) 458-8716

LOCATION-BASED SERVICES

If you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. If you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone.

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 involve danger to yourself or 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 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. In most situations, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). 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 / CLIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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 that 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 14 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 unless I decide that such access is likely to injure the child, or we agree otherwise. 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.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. 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 fee adjustment or 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 client'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. If I have contracted with your insurance company to accept their billing schedule, this will replace the schedule outlined above in 'Professional Fees' for all covered services. All non-covered services will be billed at the rates listed in that section. It is very important that you find out exactly what mental health services your insurance policy covers. **I am currently in agreements with Tricare, American Behavioral, Cigna, BCBS Behavioral Choice Network, and BCBS Federal.**

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. Some managed-care plans will not allow me to provide services once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your counseling.

You should 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 insurance carrier, if you are using your insurance policy to help pay for your treatment.

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].

IF YOU ARE 14 YEARS OF AGE, OR OLDER, YOUR SIGNATURE IS REQUIRED.

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.

Name(s)

Date

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