

**William J. Evans Ph.D. LPC
Service Agreement**

This service agreement is between William J. Evans Ph.D. LPC & _____
PRINT YOUR NAME(S)

The counseling relationship is above all, a relationship. As such, it is important to explore and discuss what this professional relationship will entail. Counseling requires an investment in time, energy and money for you. Knowing what to expect as you enter this relationship should help us in using our time most effectively. This document provides information about the nature of counseling, fees, insurance, privacy, confidentiality and what to expect in counseling. This information will enable you to make an informed decision about your care and to indicate your consent for entering into a counseling relationship with me. After reviewing this document, please sign and initial where indicated and bring to your first appointment with the Client Information Form. If you would prefer to discuss any questions or concerns before signing, that would be fine. I encourage you to discuss any questions or concerns that you have about your care at any point during the counseling process.

The Counseling Process

- 1. Voluntary.** Your participation in counseling is voluntary and you have the right to discontinue counseling at any time. If you discontinue counseling, you are responsible for paying any fees for services already received that have not been paid. You will never be penalized for discontinuing services.
- 2. Ethical.** My practice of counseling is guided by the ethical principles contained in the American Counseling Association Code of Ethics.
- 3. Personal Investment.** Please understand that the results of counseling depend on your willingness to actively participate and cooperate with your counselor. Unlike a physician who will prescribe and direct treatment, counseling requires your active participation. The best results will come when you work on tasks between sessions and be prepared to discuss your perspective on your progress and changes. The effectiveness of counseling will depend on your willingness to follow through with what you agree to do and honestly report your experience of doing this. You will be the one in charge of making changes in your life!
- 4. Initial Diagnostic Assessment.** During the first meeting, information will be collected about your areas of strength and your experience of the problems that bring you to counseling. We will discuss your needs, goals and the direction that we will take in counseling during this first meeting to set the stage for working with one another. As I get to know you more fully during the next few sessions, we will develop clearer goals about what you want to accomplish in your life. If it is apparent that you would be best served by another professional instead of Dr. Evans or in addition to him, we will discuss your options.
- 5. Counseling sessions** are typically scheduled once a week. We will work together on establishing a mutually agreeable time slot. Sessions generally last around 45 to 55 minutes although shorter periods of time can be scheduled. We will build upon what we worked on in previous sessions. The first part of a session is spent actively addressing your issues which include homework assignments and measuring your perception of your progress with the aims of developing a deeper self-awareness and identifying strategies to implement during the coming week. The remainder of the time is used to summarize the session, clarify

tasks and experiments for you to work on throughout the week, and schedule the next appointment. I will strive to be prompt and prepared for appointments and asks you to do the same. Any copayments or fees will be collected at the start of each session.

- 6. Risks.** There are some risks involved in counseling services. Sometimes the experience of your problems will get worse before they get better. Relationships may be strained or end as you work through conflicts or family stressors. You may experience an increase in uncomfortable emotions before you begin to respond to your issues more effectively. Despite the research that persuasively shows the benefits of counseling, there remains the possibility that you will experience less than desired results. I will work hard with you to help you to find solutions to your problems but it is important to understand that I can make no promises regarding the results of counseling or of any procedures provided. If you are not satisfied with the nature of the services provided, it is vital that you talk with me so that we may find a solution which may include a referral to another professional so that your needs may best be met.
- 7. Including Others in Counseling:** Including others in the counseling process can be useful for you in working toward your goals. When indicated, we may discuss the possibility of involvement of family members in the counseling process but you will be in charge of whether you want to permit this or not. The purpose of including others is to help you in working toward your individual counseling goals. It is not to provide counseling for the others who join us although they may benefit from participation. We will discuss in depth, the pros and cons of involving others. If you do choose to invite others to join us in counseling, I will need your written authorization to do so and will assume that any information given to me can be shared with those whom you invite. I ask you not to invite others if you are not willing to give your permission for the sharing of all information communicated to me. In this case, we will discuss your concerns therapeutically and decide how to move on.
- 8. Couples and Family Therapy:** If you are coming to counseling with the clear intent of addressing issues that face you as a couple or a family, the focus of treatment will be on your relationship(s). If issues emerge that would be best addressed individually, we will discuss this and I will assist that person in finding an appropriate service provider. In these situations, I am not ethically permitted to provide couples or family counseling at the same time as seeing someone regularly for individual counseling. However, there will be times when it is helpful for me to meet individually with a client when I am providing couples or family counseling. Indeed, when providing couples counseling, it is necessary to meet each person individually at the beginning of the counseling relationship. I cannot guarantee the outcome of couple counseling. Your experience may improve, stay the same or you may find that you need to separate or end your involvement in the relationship.

Couple and family therapy will be documented in one single record. When I meet a person individually during couple or family counseling, my documentation of that session will be included in the same file since it is part of the overall couple or family counseling. Please be aware that all adult participants in couple or family therapy have the right to access information in the clinical file. In situations involving domestic violence or other serious threats to a person's physical wellbeing, I reserve the right to withhold certain information from family members or the other partner in a couple relationship, for safety reasons. If your situation involves domestic violence or other forms of abuse, I strongly encourage you to contact me alone to further discuss appropriate strategies for handling this concern and for developing plans that ensure your own physical safety or that of another family member. If you want me to disclose information

that you share with me, both of you must provide written authorization to release that information.

- 9. Spirituality and Faith.** I am committed to understanding, honoring and harnessing your faith and spirituality as a resource during the counseling process only to the degree that you desire. This will be up to you and it would be about *your* faith beliefs and values. I believe that an individual's faith and spirituality can serve as catalysts to growth. It can provide a useful framework to explore the nature of problems experienced, direction to move in the therapeutic relationship and can illuminate purpose and meaning in life. Our attention to these issues will be guided by your beliefs and desire to utilize these in the counseling process.
- 10. Contacting Me:** Because I provide services for a large number of clients, I cannot be available at all times. You can call me any time during normal business hours and if I am not available, leave a message and the best time ranges to reach you. I will respond as quickly as possible. If it is urgent, indicate this in your message with your phone number. Unless it is an emergency, phone calls received between 6:00 pm and 9:00 am and anytime during weekends and holidays, will be returned the next business day. I will only be able to make appointments during regular office hours but will respond to emergencies. You may text me regarding scheduling appointments and I will respond to you with your permission. Please do not include any information regarding therapeutic issues in a text or email as this method of communication is not secure. If you do send texts or emails with therapeutic information, I will not respond but will discuss with you during your next appointment, or you can call me to discuss on the phone.
- 11. Emergencies and Crisis:** If you have an emergency or crisis that demands immediate attention and I am not available, you or a family member should call 911 or go/be taken to the nearest emergency room. You may also call the Mercer County Behavioral Health Crisis Line at 724.662.2227. Medical emergencies are beyond the scope of my practice. Hospitals have qualified professionals accessible for emergency medical evaluations that occur at any hour of the day or night.
- 12. Cancellations.** I have dedicated time in my schedule just for you and I ask that you will respectfully do the same in your schedule to the best of your ability. If you must cancel an appointment, I need to be notified by phone or text at least 24 hours (1 day) before the time of the appointment. If you are unable to attend scheduled counseling appointments and cancel more than once without a 24 hour notice, a \$25 missed appointment fee will be charged to you. I understand that unusual circumstances, sudden illnesses, family emergencies and severe weather can occur and in such cases, a missed appointment fee will not be charged. Please keep open the honest lines of communication that we have established in these circumstances. If you are late for an appointment, your session will need to be shortened by the amount of time you came in late. If you arrive 15 minutes after an appointment time, Dr. Evans reserves the right to leave the office and your appointment may need to be rescheduled. By initialing and dating below, I hereby give my consent for Dr. Evans to provide counseling services as described above.

I reviewed and agree with the terms described in "The Counseling Process" 1_____ 2_____
Client 1 Initials Client 2 Initials

Privacy

1. I am required by law (HIPAA) to provide you with a Notice of Privacy Practices ("Notice") regarding the use and disclosure of Protected Health Information. I am required by law to obtain your signature acknowledging that I provided this information at the beginning of counseling. Your acknowledgment of

your review of this section and your signature at the end of this document indicates that you have been given this document and the opportunity to discuss it with me.

2. Privacy and confidentiality are necessary for us to work together so that you may attain your counseling goals. I will only release information about what is communicated to me under certain conditions. The first is when you want me to reveal information to another person (e.g. doctor, family member, attorney, etc.). In these cases, I will assist you but only after you give your written consent using a form provided to you by me and indicate what information is to be shared, to whom, time frames, and for what purposes. The only other time that I may release information about what is communicated in counseling is when I is compelled to do so by law and will do so without your permission. I will make every effort to discuss it with you before acting and will limit my disclosure to what is necessary. These exceptions include:
 - A. If you communicate a threat to harm an identifiable person, I must warn that person and the police.
 - B. If I suspect child abuse or neglect, or abuse of a vulnerable adult, a report must be made to an appropriate agency.
 - C. If I determine that you present a danger to yourself or you are unable to care for yourself, then more appropriate care must be sought which may include hospitalization. This includes instances where I believe that a client is an impaired driver in which case I am obligated to report this to the appropriate authorities.
 - D. If a court order or subpoena is issued regarding your treatment, you will be informed and I will protect any information about counseling to the degree that the law will permit when complying with the law.
 - E. Details of your case may on occasion be shared in consultation with other licensed mental health professionals for the purpose of seeking alternative perspectives that may enable me to be more effective with you. In such cases, your identity will remain anonymous.
3. Your insurance company will be given information about the types of services, costs, dates, and diagnosis of any services provided. I contract with Sandra Imhof Medical Billing Services to process insurance authorizations and claims with your insurance company. By signing this Agreement you authorize Dr. Evans submit insurance claims on your behalf and share Protected Health Information with Sandra Imhof Billing Services for the purpose of processing insurance claims. My signature below indicates that I also authorize Sandra Imhof Billing Services to contact me as needed to facilitate this process or regarding any unpaid balances. Contact info: 412.821.8459.
4. My office is located in a suite of offices where other independent counselors and therapists also practice. As such, there may be times in which you encounter other people you may know or who know you. We ask that you will respect the privacy of others with the expectation that they will do the same for you.
5. I will not accept offers to interact with you on social media such as Facebook, Instagram, Twitter, etc. as this has the potential to interfere with our professional relationship.

6. As we are located in a small town and surrounded by a rural area, it is not unlikely that at some point you and I will encounter each other outside the office. In order to honor your privacy, I will not initiate any social contact with you in those situations. Please do not interpret this behavior by me as aloof, disinterested or disrespectful, but as an effort to ensure complete confidentiality for you. This leaves you with the choice of whether or not you want to initiate contact with me outside the counseling room, depending on the circumstances. I will respond according to *your* choice. Please discuss any concerns and questions regarding a potential encounter in social situations with me.

7. I maintain a Clinical Record of our work together and am required to maintain the record for a period of time after completion of counseling, at which time these records are destroyed. You have the right to access these records. Because these are professional records and are written using medical and psychological terminology that may be unfamiliar to you, I recommend that if you would like access to these records, that you initially review these with me or have them sent to another mental health practitioner so that you can discuss the contents with appropriate guidance. Doing so without guidance may result in misinterpretation and may be needlessly upsetting to untrained readers.

If you do request the release of records, in most circumstances, I am permitted to charge a copying fee of \$.10 per page in addition to other related expenses. I reviewed and agree with the information contained in the "Privacy" Section above.

1 _____ 2 _____
Client 1 Initials Client 2 Initials

Fees, Insurance, Payments, and Billing

Insurance: If I am contracted with your insurance company, appropriate claims will be filed on your behalf. You are responsible for any copayment, co-insurance and deductible amounts that are specified in your insurance policy. You are strongly advised to call your member services number typically found on the back of your insurance card to verify your coverage, your obligations, any required preauthorization to receive my services or my status as an approved provider. Any authorization for payment is entirely your insurance company's responsibility. In the unlikely event that your insurance company refuses payment for any reason, payment for services rendered is ultimately your responsibility.

Paying Fees. The payment of any fees or copays that you owe for services provided to you will be at the start of each session. Payment can be made in the form of cash or check (preferred) or credit card. There is a \$25.00 charge for returned checks. If you are unable to make two payments in a row, I will not be able to schedule another appointment until the balance is paid in full. Any outstanding balances will be pursued using various collection procedures.

Fees for Services for Those with No Insurance: If you do *not* have insurance or do not wish to submit claims for services, my fees are found below. You will be given advance notice if these fees should change.

		<u>53-60 min.</u>	<u>38-52 min.</u>	<u>16-37 min.</u>
Initial Diagnostic Assessment:	\$180	Counseling & Psychotherapy:	\$165	\$120
			\$60	\$60

Out of Network: If I am not an approved provider for the insurance plan that you have, you may wish to pay by way of the fees for services described above. However, you may be eligible for "out of network" benefits, but you will need to determine what they are with your insurance carrier. You must give written permission

for the release of your personal health information. I may be asked to provide your insurance company with your confidential Protected Health Information, for you to be reimbursed. I will provide you with a receipt for services rendered in order for you to submit to your insurance company if you wish. Please be aware that I have no control or responsibility for confidentiality procedures employed by your insurance company.

Other Professional Services: If you have an insurance plan, your policy will dictate whether these other professional services are covered. They generally are not and as such, you will be responsible for payment.

Telephone Consultation: \$25 per 15 minutes, prorated. This refers to phone conversations that we have that are therapeutic or clinical in nature. Of course, there is no charge for calls about appointments or similar business that are brief and not therapeutic in nature. Payment will be expected at the start of the next counseling session.

Report Writing: Writing or reading reports or letters on your behalf, scoring of rating scales or evaluation instruments, copying and mailing of records will be billed at a rate of \$25.00 per 15 minute segment.

Court Appearances & Legal Proceedings: My focus in providing counseling and psychotherapy is on treatment. I request that you do not engage my services if you are considering my involvement with the legal system on your behalf as an expert witness. By entering into a counseling relationship with me, you explicitly agree that you are not planning to involve me for your own legal purposes or legal proceedings against a third party. If you are unable to consent to this agreement, or legitimately need a counselor or who supports your cause in the legal system, I can assist you in finding a qualified mental health provider who is comfortable and willing to advocate for clients in the legal system.

I take this position for two main reasons. First, any statements that I make will be seen as biased in your favor because we have a therapeutic relationship. Second, evaluation, opinion and testimony may negatively affect the nature of our therapeutic relationship and that our relationship is my priority. However, should the need for this service arise during the course of counseling, I may be able to provide assistance as a fact witness with your written consent. Completion of forms, research, preparation and calls will be billed at a rate of \$120 per hour (\$2 per minute). Court appearances will be billed to your or your attorney at a rate of \$165 per hour, including the time traveling, waiting, etc. from the time I leave my office to the time that I return. A retainer fee of \$1,000 is required prior to any court related appearances. This will be applied toward the actual charges, with charges over \$1,000 being billed to the client, and any overpayment being reimbursed.

I reviewed and agree with content of the "Fees, Insurance, Payments, and Billing" section above.

1 _____ 2 _____
Client 1 Initials Client 2 Initials

Acknowledgment & Agreement

I acknowledge that I have received, have read (or have had read to me) and understand this **Service Agreement** and have been given a copy of Dr. Evans's **Notice of Privacy Practices**. I agree with all of the procedures contained in this Agreement. I agree to act according to the policies listed in this document. I have had all of my questions answered fully and I understand that if I have any reservations, I should not sign this Agreement. I acknowledge that I have been offered a copy of this completed document.

Client 1 - Printed Name Signature Date

Client 2 - Printed Name Signature Date

William J. Evans Ph.D. LPC

Witness Signature Date