

Counselor-Client Services Agreement

Valeriya Cotten, MA, LPC

Welcome to my practice. This document is intended to provide answers to some questions clients often ask me. It describes how therapy works and contains information about my professional services and business policies. Please read all of it and mark any parts that are not clear to you. Write down any questions you think of, and we will discuss them at our meeting. When you have read and fully understood this document, I will ask you to sign it at the end. I will sign it as well and make a copy, so each have one.

The Benefits and Risks of Therapy:

As with any powerful treatment, there are risks as well as benefits associated with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of anxiety, sadness, guilt, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. In addition, some people in your community may mistakenly view anyone in therapy as weak, or perhaps as seriously disturbed or even dangerous. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a significant relationship and sometimes may even lead to a divorce. Sometimes, too, a client's problem may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

While you should consider these risks, you should also know that the benefits of therapy have been supported by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, you have an opportunity to talk things out fully until your feelings are relieved or the problems are solved. Your relationships and coping skills may improve greatly. You may get more satisfaction out of social and family relationships. Your personal goals and values may become clearer and more likely to be achieved. My clients may grow in many directions – as individuals, in their close relationships, in their work or schooling, on their spiritual paths, and in the ability to enjoy their lives. While there is hope that improvement will occur as part of the therapeutic process, there is no guarantee. However, I do not accept clients into my practice that I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

The Therapeutic Process:

Therapy is a learning process in which you come to better understand yourself and your relationships so that you may more successfully handle the situations that brought you here. As a therapist, I believe my role is to help you develop the ability to skillfully address life issues rather than simply give you advice and answers that have worked for me. Although I do not offer a “quick fix,” the approaches I generally use are considered “brief” and through our work you will develop skills that you can continue to use to address similar issues in the future. If at any time you feel uncomfortable with the process or are unclear about the process, please feel free to discuss your concerns with me—that's what I am here for.

The length of therapy varies depending on your situation. It is determined by the type of symptoms or issues, the client's level of motivation, commitment to a process, goals, and the type of treatment modality. Many clients experience at least moderate gains in the first three sessions, but the exact length and frequency of therapy will vary. Sometimes clients find that their initial concern is quickly resolved or less important when new issues emerge. This shift in focus is very common and is typically considered a form of progress. Most clients experience measurable benefit from coming to therapy, with the vast majority of clients reporting that

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they partially or entirely met their goals. A small minority does not experience benefits or the situation may worsen, which is therefore a potential risk. Often, if painful situations have been avoided, things may become worse before they get better while these neglected issues are brought to light for the first time. Certain child and adolescent problems seem to be best handled in family sessions. In order to provide quality services, I often need to collaborate with other professionals, such as your physician, psychiatrist, past therapists, and/or other mental health professionals. You will be asked to complete a release of information authorizing these exchanges; in some cases, I may not be able to provide services without this. You have the right to terminate services at any time. I am open to discuss any concerns you have and will help you locate alternative services if desired.

My Credentials & Therapeutic Approach:

I am a Licensed Professional Counselor. This specialization means that I work with individuals, children, couples, and families to address a wide range of mental health and relationship issues and that I assess mental health issues not only at the individual level but also consider the broader relational and social levels that impact a person's emotional health and well-being. I hold these qualifications:

- I am licensed as a professional counselor by the Oklahoma State Department of Health, Oklahoma (#4107).
- I have my Master's Degree of Arts in Counseling/Psychology from the University of Central Oklahoma, Edmond, Oklahoma.
- I completed an internship in counseling at the Pauline E. Mayer Shelter, OKC, OK.
- I am a certified SASSI (the Substance Abuse Subtle Screening Inventory), and ASI (the Addiction Severity Index) counselor.

Having been trained in a number of therapeutic models, including but not limited to psychoanalytic, solution-focused, narrative, family systems, positive psychology, relational therapies, experiential, existential, and cognitive-behavioral therapies, I maintain an integrative, strength-based, collaborative, and outcome-oriented approach to determine which treatment modality is best for you and your situation. Based on your unique needs and level of comfort, I may integrate various methods and techniques such as coping strategies, journaling, role play, focusing, bibliotherapy, thought training, desensitization, imagery, etc.

Your Rights as a Client in Therapy:

The Health Insurance Portability & Accountability Act (HIPPA), a federal law that provides privacy protections and clients rights with regard to the use of Protected Health Information (PHI), gives you several new and expended rights. I comply with the federal standards for protecting my clients' rights and privacy. The Notice of Privacy Practices is a document that describes my privacy policy in full detail. It is available on line (a brief version) and upon a request (a full document).

Statement of Principles and Complaint Procedures:

It is my intention to fully abide by all the rules of the American Counseling Association (ACA) and by those of my state licenses. In my practice as a therapist, I do not discriminate against clients because of any of these factors: age, gender, marital / family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have to seek solutions to them.

For official information you may contact (without giving your name):
Oklahoma State Department of Health Oklahoma State Department of Health
Protective Health Services
Professional Counselor Licensing – 0504
1000 NE 10th Street
Oklahoma City, OK 73117-1299. Telephone: (405) 271-6030

Confidentiality in Therapy:

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. However, it is important for you to know that I cannot promise that everything you tell me will *never* be revealed to someone else. There are some times when the law requires me to tell things to others.

We need to review these, because I want you to understand clearly **what I can and cannot keep confidential**. You need to know about these rules now, so that you don't tell me something as a "secret" that I cannot keep. These are very important issues, so please read these pages carefully and keep a copy for your records. At our next meeting, we can discuss any questions you might have about confidentiality.

When you or other persons are believed to be in physical danger, the law requires me to tell others about it. Specifically:

- If I come to suspect that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.

- If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.

- In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.

- If I believe or suspect that you are abusing a child, an elderly person, or a disabled person, I must file a report with a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also want to talk to your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person.

In general, **if you get involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called privilege and it is your choice to prevent me from testifying or to allow me to do so. I usually have no legal or ethical duty to report a crime that occurred in the past or one that is imminent. However, there are some situations where the law, a judge or court may require me to report / testify. These include but may not be limited to the following:

- In any situations that involve the welfare of a child such as child abuse / neglect;
- In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt;
- In situations involving the physical violence exception of the "duty to warn and protect" statute;
- In cases where your emotional or mental condition is important information for a court's decision including my duty to initiate a 72-hour hold for your evaluation because of imminent danger to yourself or

others;

- During a malpractice case or an investigation of me or another therapist by a professional group;
- In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital.

I do not provide court testimony, forensic assessment, or custody evaluations. My services are limited only to enhancing the health and functioning of my clients. If a subpoena or court order is issued requiring my appearance or for my records and/or oral testimony, you will then be billed for any attorney fees, costs, and/or expenses incurred for the time required to comply with or quash it, and for my time related to dealing with the subpoena or court order. Because of the complexities of legal involvement, I charge \$200.00 per clock hour of time spent in preparation, travel, consultation, appearance, etc.

There are a few other things you must know about confidentiality and your treatment:

- I may sometimes consult with another professional about your treatment. This other person is also required by professional ethics to keep your information confidential. Likewise, when I am out of town or unavailable, another therapist may be available to help my clients. I must give him or her some information about my clients, like you.

- I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.

Children and families create some special confidentiality questions:

- Parents/guardians will find more information on this matter in the Consent for Treatment of Minor. An adolescent (14+) has the right to sign a certain form before therapy starts.

- The regulations and codes of ethics under which I practice my profession specifically describe how I legally may or may not conduct my services in matters involving legal decisions. I do not provide court testimony, forensic assessment, or custody evaluations.

- In cases where I treat several members of a family (parents and children or other relatives), couples the confidentiality situation can become very complicated. The "Accountability with Discretion" policy is available for clarification of some important points of this matter and needs to be signed before treatment begins.

Confidentiality Concerning Money Matters and Insurance:

- If you use your health insurance to pay a part of your fees, insurance companies require some information about our therapy. Insurers such as Blue Cross/Blue Shield or managed care organizations ask for much more information about you and your symptoms, as well as a detailed treatment plan. I will not send any statements or other information to your insurance company. I will only give such information to you. That way, you can see what your insurance company will know about your therapy. It is against the law for insurers to release information about our office visits without your permission.

- If you have been sent to me by your employer's Employee Assistance Program, the program's staffers may require some information. Again, I hope they will act legally, but I cannot control who sees this information at their offices.

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

Office Policies

Financial Policy

Methods of Payment:

Your fees may be paid by cash, money order, or personal check. Major credit cards such as Visa, MasterCard, American Express, Discover are also accepted.

I suggest if you are paying by check, that you make out your check before each session begins so that our time can be used to focus on your primary concerns. Please make all checks payable to **Valeriya Cotten, MA, LPC**. It is my policy to keep a credit card on file to be used for late cancellations, fees, or other types of professional services rendered. This prevents you from having a past-due balance and keeps our therapeutic relationship free of financial tension. You may choose to use the card on file, or prepay for your appointments using PayPal.

Insurance Reimbursement:

Because I am a Licensed Professional Counselor, many health insurance plans will help you pay for therapy and other services that I offer. I have made the choice not to contract with Managed Care Companies (MCC) for my professional services. Health insurance is written by many different companies, and I cannot tell you what your particular plan covers. **If you choose to file on your traditional (or "Indemnity") Health Insurance Plan or Opt to Go Out of Network** please read your plan's booklet under coverage for "Outpatient Psychotherapy" or under "Treatment of Mental and Nervous Conditions." Or, call your employer's benefits office to find out what you need to know. Your employer decided which, if any, services will be covered and how much you will be reimbursed. You are responsible for checking your insurance coverage, deductibles, payment rates, co-payments, and so forth. Your insurance contract is between you and your company; it is not between me and the insurance company. If your health insurance will pay part of my fee, I can help you with your insurance claim forms.

Fees:

- *Assessment sessions are \$120.00 per 50-minute session;
- *Ongoing Individual Therapy/Counseling sessions are \$100.00 per 50-minute session;
- *Couples and Families Initial Intake Assessment sessions are \$130.00 per 50-minute session;
- *Ongoing Couples and Families Therapy sessions are \$110.00 per 50-minute session.
- *Between session phone consultations-\$30 for each 15 minutes; there is no charge for brief calls about appointments or similar business;
- *Court reports and correspondence-\$ 200 per hour. All reports and written correspondence will require 30 days' notice and must be paid before the documents will be sent.

One session per week is typical, but more or less frequent sessions are available if you and I decide that is better for you. You will be given at least a 30 day notice in advance if my fees should change. Please notify me ahead of time if any problem arises regarding your ability to make timely payment.

Discounts:

A 10% discount for clients who do not need any paper work for insurance companies or any other reason.

Outstanding balances:

Because I expect full payment at the time of our meetings, I usually do not send bills. However, I will provide a receipt at the conclusion of each session. Payment is due at time services are rendered, and the therapist does not provide billing for outstanding cash/co-payment balances. In cases of unexpected financial

hardship, the therapist can arrange payment plans.

Appointment Policy

I am available to work with you at our scheduled appointment times. If you wish, I will be glad to reserve a regular standing appointment time for you into the foreseeable future. I also do this for my other clients. We can schedule meetings for both your and my convenience.

Late Appointments:

An appointment is a commitment to our work together. We agree to meet and to be on time. If I am ever unable to start on time, it will most likely be due to an emergency and I ask for your understanding. I assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time, because it is likely that I will have another appointment after yours. We will meet for whatever amount of your time remains and you will be charged for the full 50 minutes.

Missed Appointments:

I will consider our meetings very important and ask you to do the same. Your session time is reserved only for you. Please try not to miss sessions if you can possibly help it. A cancelled appointment delays our work. When you must cancel, please give me at least 24 hour notice **by telephone**. I am rarely able to fill a cancelled session unless I know at least 24 hours in advance. **Missed appointments or late cancellations are subject to full payment of the session.** (You should note that insurance companies do not typically reimburse for missed appointments). The charge may be applied to your credit card on file. The only time I will waive this fee is in the event of serious or contagious illness, emergency, or bad weather.

Contact Policy

Telephone calls:

Although I may be in my office Monday through Friday, I do not take phone calls when I am with a client. You can always leave a message on my voicemail and I will return your call as soon as I can. Generally, I will return messages within 24 hours except on Sundays, and holidays. You are welcome to leave messages at any time on my cell phone. If you need to speak with me regarding a therapeutic issue, I will call you back within 24 hours if it is an emergency and within 48 hours if it is not (please leave message briefly stating nature of call). Remember that, in general, telephone calls are not meant to take the place of an office visit; if you require extended time (15 minutes +) on the phone I will bill you for my time. Most insurance companies do not cover telephone counseling so you will be charged a fee equal to your regular session fee. In special circumstances, I am agreeable to providing treatment over the phone at the same hourly rate as we have agreed upon for your office visits.

Crisis Contact Information:

I do not provide crisis counseling and cannot promise that I will be available at all times. If you have an emergency or crisis, I encourage you to leave this message on my voicemail. However, if you are in need of immediate support, after leaving a voicemail for me, you or your family members should call one of the following:

▶ 911 or helplines :National Suicide Prevention Life Line1 (800) 273-TALK
www.suicidepreventionlifeline.org

▶ Oklahoma County Crisis Intervention Center 1 (405) 522-8100

▶ Reach out Hotline 24 hour assistance with Mental Health and Substance Abuse 1 800 522-9054

▶ TEEN Line 1 800 522-TEEN 3 PM through Midnight

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E-mail:

I discourage the use of e-mail with established clients because of the risk it poses to confidentiality. Email is only to be used for business-related or logistical communication and is not to be used as a means of therapy. I cannot guarantee confidentiality when you and I are communicating via cell phone, cordless phone, fax, email or computer. These devices could compromise confidentiality. By understanding the inherent risks of the aforementioned devices, you can make an informed choice about when / where / how to use those tools.

Text Messaging:

I think text messaging is not confidential and has no therapeutic or interpersonal benefit in the counseling process, therefore, I strongly discourage the use of text messaging and **I will not correspond with you through texting for any reason**, even if you are just cancelling an appointment. If you leave a text message to cancel an appointment I will consider it a no show. Please call directly and leave a voicemail message.

24-Hour Clean and Sober Policy

Therapy can only be effective with a willing and able client. Clients are expected to be sober during our sessions. I assert the right to terminate any session if I believe that a client is under the influence or has used substances within the past 24 hours that impairs his/her ability to participate in treatment. If a session is terminated due to substance use, this is considered a no-show and the client will be charged a fee equal to your regular session fee.

Counselor-Client Services Agreement Signature Page

I, the client (or his or her parent or guardian), have read, or have read to me, understand and agree with the issues and points in this form. My signature also serves as an acknowledgment that I received the HIPAA Notice of Privacy Practices.

I understand that no specific promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective. I understand that after therapy begins I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress before ending therapy.

I hereby agree to enter into therapy with Valeriya A. Cotten, MA, LPC (or to have the client enter therapy) and to cooperate fully and to the best of my ability, as shown by my signature below.

> _____
Signature of client _____
Date

> _____
Printed name of client

> _____
Signature of person authorized to make medical decisions _____
Date

- > Relationship to client:
 Self Parent Legal Guardian
 Health care custodial parent of a minor (less than 14 years of age)
 Other person authorized to act on behalf of the client

I, Valeriya A. Cotten, MA, LPC, have met with this client / guardian for a suitable period of time and have informed him or her of the issues and points raised in this document. To the best of my knowledge, I have responded to all of his or her questions. I believe this person fully understands each of the points in this document and I find no reason to believe this person is not fully competent and legally authorized to give informed consent to treatment at this time. I agree to enter into therapy with the client, as shown by my signature here.

Signature of Therapist _____
Date

I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you. If you are satisfied with my services as we proceed, I (like any professional) would appreciate your referring other people to me who might be able to make use of my services.

Copy accepted by client / guardian Copy kept by therapist