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### CLIENT-THERAPIST AGREEMENT

Welcome to Contemplative Counseling! I appreciate the opportunity to work with you. If you have any questions or concerns that are not addressed here, please feel free to discuss them with me.

This Client-Therapist Agreement (the "Agreement") has been created for the purpose of outlining the terms and conditions of counseling services to be provided by Dawn Lewis, MS, LCPC, NCC at Contemplative Counseling (the "Therapist") to the Client(s). The "Client(s)" in this agreement are identified as:

Client 1: \_\_\_\_\_ (For Couples)  
Client 2: \_\_\_\_\_

This Agreement is intended to provide important information regarding the practices, policies, and procedures of the Therapist, and to clarify the terms of the professional therapeutic relationship between the Client(s) and the Therapist. Any questions or concerns regarding the contents of this Agreement should be discussed with the Therapist prior to signing it.

#### General Office Policies

**Session Information:** Regular sessions are 50 minutes in length and are usually scheduled once per week, but frequency varies depending on need. (When issues are more acute there may be a need to meet more often; once clients begin to stabilize they may be seen less often.) Some clients are also seen for lengthier sessions on an as-needed basis.

The content of the first session usually involves reviewing paper work, discussing confidentiality, talking about your personal history, discussing your concerns and beginning to identify your treatment goals. It may also include interventions to manage a crisis. The content and therapeutic approach of following sessions will be determined by factors such as the issues presented and the treatment goals.

Psychotherapy calls for an active effort on your part. In order for therapy to be most successful, it will be important for you to reflect on and work on things we talk about during our sessions, which may include completing homework or reading.

**Meeting & Cancellation Policy:** Contemplative Counseling is a full and busy practice. Requests for appointments are received on a daily basis and I attempt to accommodate those requests as best I can. When a client cancels at the last minute or does not appear for an appointment, it is too late to offer that time slot to a waiting client.

For this reason, the Client(s) will be charged for any session that is missed, cancelled or rescheduled without a 24-hour notice.

I do attempt to be fair and reasonable in this regard. In the event of a true emergency or extenuating circumstances, waiving the fee will be considered. (Emergencies do not include forgetting the appointment, not putting the session time on your calendar or in your phone, etc.)

**Professional Fees:** All payments are due in full at the start of each session. I accept cash, checks, credit or debit cards, HSA cards and Square payments. If you are paying with a check, please have your payment ready before the start of the session so we will not spend valuable therapy time on processing your payment. If requested, I will provide a receipt. My professional fees are as follows:

Professional Consultation (50 min): \$120  
Individual or Couples Session (50 min): \$120  
Individual or Couples Extended Session (80 min): \$190  
Discernment Counseling Session (90 min): \$215  
Premarital Counseling Package: \$500 (5 sessions + PREPARE/ENRICH report & analysis)

**Insurance:** Please note that I am considered a “non-participating” or “out-of-network” provider by insurance companies. As such, I am not able to receive payment directly from any insurance company, but only from the Client(s). It is the responsibility of the Client(s) to call his or her insurance company to determine out-of-network coverage. I will provide receipts to submit for reimbursement upon request.

**Phone Calls:** Often I am not immediately available by telephone. Please leave messages for me at my cell phone number, which is 443-632-8814. I accept phone calls between 8am and 9pm and will make every effort to return your call promptly during those hours. Occasionally, however, there may be delay.

**Email and Texting:** I also accept e-mail and text messages. I use e-mail and texting for scheduling and administrative purposes and at times for sending websites, book titles or other information that might be helpful to you.

Please note that I cannot guarantee confidentiality in regard to these types of communication so I do not conduct therapy by e-mail, text or phone. I will make every effort to keep messages confidential however please limit the use of these modes of communication to non-confidential content, in order to protect your information. (If there is a need to send something confidential, please ask me for options to send encrypted emails and texts.)

**Emergencies:** If you have an emergency, please do not contact me as your first option, as I may not be immediately available. Go to the nearest hospital emergency room or call 911.

**Termination:** I ask that when you cancel or miss a session, please call or email me as soon as possible to let me know if you intend to continue therapy. If I do not hear from you within 4 weeks I will close your file and consider our work terminated. You are always welcome to start a new round of therapy unless there are conditions that were discussed previously.

**Client Confidentiality:** *Please read the attached HIPAA Notice below.*

All communication between the Client(s) and Therapist is held in the strictest confidence unless:

1. The Client(s) authorize release of the information with a signature;
2. The Therapist is ordered by a court to release the information;
3. Client(s) or elder abuse/neglect is suspected; or
4. The Therapist becomes concerned for the Client(s)' safety or the safety of others.

In the latter two cases the Therapist is required by law to inform legal authorities and/or potential victims.

**Legal Actions:** If you choose to take legal action (e.g., separation, dissolution of marriage or a custody dispute) against another partner (e.g., your spouse, partner, family member, business partner, etc.), you agree by signing this document, that neither Dawn Lewis, LCPC nor any information in her possession will be released, used or subpoenaed for said action.

**Consultation:** A final exception to confidentiality involves consultation with other professionals. In an effort to use best practices and maintain the highest ethical standards I can as a professional counselor, I consult regularly with other therapists to discuss the treatment I am providing for my clients. When I discuss cases I do not provide any information that I believe will disclose the identity of a client. My colleagues are also legally bound to keep any information discussed confidential, except for in the circumstances listed above.

### **Couples Confidentiality and Privacy Policy**

As your therapist, I consider it important to provide an environment that is as safe as reasonably possible for you and your partner to engage in therapy. I also attempt to abide by the highest ethical and legal standards and these are the intentions of

this agreement. Therefore in **addition** to the information about confidentiality above, I have established the following policies when I am working with couples:

**Confidentiality:** Information about you as a couple or either partner will be released to another person only if the exceptions referenced in the Client-Therapist Agreement are met. In addition, if one or both of you request that I provide any information to a third party, I will do so only if I have written authorization that is signed and dated by **both** of you. I will provide the Consent to Release Information form for this purpose if requested.

**Legal Actions:** If one or both of you choose to take legal action (e.g., separation, dissolution of marriage or a custody dispute) against the other you agree, by signing this document, that neither Dawn Lewis, LCPC nor any information in her possession will be released, used or subpoenaed by either party in said action.

**Individual Sessions:** When I work with couples, the "identified client" is the couple rather than the two individuals. During the course of couples therapy, I generally prefer that the two members of the couple are seen together for sessions, because in my professional opinion this format is the most effective way to address the relationship issues you bring to counseling.

However it may be necessary to see one or both of you for individual sessions in order to address a particular personal issue. If individual sessions are indicated, such sessions are to be viewed by you both as a part of our couples therapy. Toward this end, you agree that anything you share in an individual session may be talked about in subsequent therapy sessions where your partner is present.

**Secrets:** This does not mean that I will necessarily bring up every issue or reveal all information we have discussed in private. It simply means that you have given me permission to do so, if I believe that it is important to the health of your relationship and/or progress in therapy. My policy of not keeping secrets is designed to help everyone feel safer in therapy. It also allows us to talk freely without having to remember who knows what information.

If you have any questions about whether a topic is one that needs to be brought up in the joint session, please ask me before sharing any actual details of your particular situation. If you have reservations about raising a topic, I am happy to refer you to another therapist for individual therapy in order to give the matter proper attention.

If you do decide to reveal secret information to me that has direct and important relevance to your partner and your relationship, I will encourage you to share this information with your partner in a reasonably timely manner. If you choose not to share this secret information and I consider it detrimental to the safety and health of the relationship and/or incompatible with continuing therapy, I may elect to discontinue couples therapy.

**Communication:** This agreement also applies to communication outside of sessions, including phone calls, voice mail, text messages and email messages. If you contact me between sessions, I will expect you to let your partner know that you have done so. Contents of phone calls, voice mail, text messages and email exchanges may be shared. By signing this agreement, you are giving me permission to discuss any information shared with me privately with the other person regularly attending therapy with you.

If you have questions, comments or concerns about my policies as described above, please bring them to my attention as soon as they arise.

**Acknowledgement and Signature:** I have reviewed this Client-Therapist Agreement and the attached HIPAA Notice. I understand this information and agree to abide by these policies. (If you do not understand anything in this agreement, I encourage you to call me at 443-632-8814 for further clarification before signing):

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# HIPAA NOTICE

## Notice of Counselor's Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW COUNSELING AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED BY DAWN LEWIS/CONTEMPLATIVE COUNSELING LLC.

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Health Care Operations”
  - *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another counselor.
  - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of my office such as releasing, transferring, or providing access to information about you to other parties.

### **2. Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “Psychotherapy Notes” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing.

You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

### **3. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – I am required to report PHI to the appropriate authorities when I have reasonable grounds to believe that a minor is or has been the victim of neglect or physical and/or sexual abuse.
- *Adult and Domestic Abuse* – If I have the responsibility for the care of an incapacitated or vulnerable adult, I am required to disclose PHI when I have a reasonable basis to believe that abuse or neglect of the adult has occurred or that exploitation of the adult's property has occurred.
- *Health Oversight Activities* – If the Maryland Board of Professional Counselors and Therapists is conducting an investigation, then I am required to disclose PHI upon receipt of a subpoena from the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about the professional services I provided you and/or the records thereof, such information is privileged under state law, and I will not release information without the written authorization of you or your legally appointed representative or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- *Serious Threat to Health or Safety* – If you communicate to me an explicit threat of imminent serious physical harm or death to a clearly identified or identifiable victim(s) and I believe you have the intent and ability to carry out such a threat, I have a

duty to take reasonable precautions to prevent the harm from occurring, including disclosing information to the potential victim and the police and in order to initiate hospitalization procedures. If I believe there is an imminent risk that you will inflict serious harm on yourself, I may disclose information in order to protect you.

- *Worker's Compensation* – I may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

#### **4. Client's Rights and Counselor's Duties**

##### Client's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

##### Counselor's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will inform you and provide you with written documentation during our session at that time.

#### **5. Complaints**

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me to discuss your concerns. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request.

#### **6. Effective Date, Restrictions, and Changes to Privacy Policy**

This notice goes into effect on April 15, 2003.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised written notice during our session.