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Counseling Overview and Agreements

Benefits of Counseling

From time to time, most of us have internal conflicts. When in conflict these “parts” of us have become unbalanced by challenging beliefs, attitudes, and feelings that were taken on at different stages of life. When we feel trapped and burdened by inner conflicts and also by our efforts to avoid hurt and pain, counseling can guide and support us in bringing curiosity and compassion to all of our “parts” with the aim of restoring balance, and having more inner harmony.

Supportive counseling can guide you to tap into your inner wisdom and develop the self-knowledge and self-acceptance you need to work with your life challenges. My collaborative counseling approach integrates the principles of INTERNAL FAMILY SYSTEMS therapy (IFS) with MINDFULNESS with the aim of embodying presence, curiosity, patience, persistence, perspective, creativity, and playfulness.

Counselor/Client Relationship

As a counselor, I abide by the American Counseling Association Code of Ethics. This includes limits on the relationship between a therapist and a client.

Let me explain these limits, so you will not think they are personal responses to you:

I do not reveal who my clients are; this is part of my commitment to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship. If you initiate a conversation with me, I will respond but not about personal matters in public. Please note that others who are with you may inquire about how you know me, so be prepared to answer this if you initiate contact.

Other than the Counselor/Client relationship; I cannot conduct business, cannot have a personal friendship, and cannot engage in a romantic relationship with any client during, or after, the course of counseling. Even though I appreciate important celebrations in your life, I will not ethically be able to attend in person any social gatherings you might invite me to.

Privacy Practices/HIPAA

State laws and the standards of being a counselor require me to keep your records confidential.

HIPAA provides clients with several rights with regard to the counseling record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from the counseling 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 you make about my policies and procedures recorded in your records; and the right to a paper copy of this agreement.

Limits on Confidentiality

The law protects the privacy of communication between a client and a counselor. In most situations, I can only release information about treatment to others if you sign a written authorization form. In most court proceedings, you have a right to assert privilege to prevent the disclosing of your protected health care information. However, a judge may require a copy of your counseling records and/or testimony from your counselor.

There are several situations where I am permitted or required to disclose information without either your consent or authorization: 1) If a government agency is requesting the information for health oversight activities, I may be required to provide it. 2) If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself. 3) If a client files a worker's compensation claim, I must, upon appropriate request, furnish all counseling reports to the client's employer and to the client or his/her attorney.

There are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a client's counseling. These situations are unusual in my practice. 1) I may disclose information to protect a client if you present a "clear and present danger" to yourself and refuse "further appropriate treatment". In this situation, I may be required to seek hospitalization for you, or to contact family members or others who can help provide protection. 2) There are some situations in which I am required by law to take action to protect others from harm, even though that requires revealing some information about your counseling. Should such a situation occur, I would make reasonable efforts to discuss the situation with you before I take any action.

- a) If I believe that a specific child, elderly person, or disabled person is being or has been abused or neglected, I am mandated by Massachusetts law to file a report with the appropriate state agency.
- b) If I believe that you are threatening serious bodily harm to someone, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking your hospitalization.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any specific questions or concerns that you may have.

Minors

For clients under eighteen years of age, please be aware that the law may provide parents the right to examine the counseling records. It is my policy to request an agreement from parents/guardians to relinquish access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

Email/Social Media

Please do not email me information related to your counseling, as email is not completely confidential, and important issues should be reserved for sessions. Be aware that emails between us become part of your legal record. I do not accept friend requests or contact requests from clients on social networking sites (Facebook, LinkedIn, etc.) out of concern for your confidentiality and my privacy. It may also blur the boundaries of our therapy relationship.

Patient Rights

You have the right to ask any questions about your counseling or refuse to participate in counseling at any time. My practice does not discriminate in the delivery of health care services based on race, ethnicity, national origin, citizenship or immigration status, religion, gender, gender identity, age, mental/physical challenges, medical condition or history, sexual orientation, evidence of payment source.

Endings

If you are unhappy with any aspect of counseling, we can together look at this. Of course, you may end counseling at any time, and I will be understanding. It is my ethical duty to provide ongoing counseling only when you are continuing to benefit from our work together. I may end counseling if there have been repeated no-shows, numerous late-cancellations, repeated counseling interruptions, or for lack of payment.

Referrals

A referral to another provider may become necessary if it becomes clear in my opinion that your needs would be better served by a professional with different expertise. It is unethical for me to practice beyond the level of my competence, education, training, or experience. I am not responsible for the care received from professionals to whom I refer you.

Payments and Billing

An appointment is a commitment to our working together, and this time is reserved for you. If I am ever unable to start on time, I ask for your understanding, as it will be due to a prior client's session needing to run a little longer than planned. I can assure you that if this happens, you will still receive the allotted time for your session. If you are more than 5 minutes late to a session, we will probably not be able to meet for the full time, because it is likely that I will have another appointment after yours.

When you must reschedule a session, please try to give me at minimum a week's notice. If you need to cancel a session due to an unexpected medical issue or severe weather, a minimum of 16 hours notice is required or you will still be charged for the session.

Fees

\$ 75 for a one-hour session (paid by check at beginning of each session)

\$140 for a two-hour session (paid by check at beginning of each session)

\$240 for a half-day retreat (paid by check at least four weeks in advance and nonrefundable)

\$400 for a whole day retreat (paid by check at least four weeks in advance and nonrefundable)

I have been offered a copy of and had an opportunity to ask about the Counseling Overview and Agreements. I agree to the terms of this document, and acknowledge having read the HIPAA and Limits on Confidentiality sections contained within the Counseling Overview and Agreements document. I hereby knowingly and voluntarily take part in the counseling with David Marks as evidenced by my signature herein.

Client Printed Name: _____

Client Signature: _____

Date: _____