

PASTORAL COUNSELING AGREEMENT

Counseling is a serious commitment on the part of the counselor and client. In counseling, clients determine the issues they want to address. Relationships, behaviors and patterns will be examined and often challenged. The first few sessions provide an opportunity for client and counselor to create a good working relationship and for the counselor to assess the presenting problems and recommend treatment. Goals and treatment plans are agreed upon mutually. Clients have a right to refuse any services offered. Counseling services are not always beneficial for a variety of reasons. Dr. Bosworth encourages clients to utilize other community resources to enhance, supplement or replace its services when needed to accomplish clients' goals.

Faith is an integral component of Pastoral Counseling. Clients should expect the counselor to apply a religious dimension to their treatment plan in order for them to achieve the *fullness of life* that God created them to enjoy.

Client Responsibility: The counseling appointment belongs to the client, although the counselor often makes suggestions, provides feedback and gives assignments or readings. The client...

- † determines what to discuss and what the work will achieve;
- † agrees to be on time;
- † agrees to not answer cell phones (calls or texts) during sessions unless arrangements have been made to do so before the appointment begins;
- † agrees to prepare for the session by thinking about where they are with their progress;
- † agrees to complete assignments prior to the session;
- † agrees to inform the counselor of changes in medication, household, email, and contact information, including but not exclusive of unlisted telephone numbers and cellular phone numbers;
- † Agrees that all payment information and sources are correct and serviceable.

Counselor Responsibility: The counselor...

- † agrees to be on time unless there is an emergency;
- † will cancel/postpone/reschedule a session only when necessary;
- † will not allow interruptions, such as phone calls, during sessions;
- † will treat information and conversations during session as confidential, unless otherwise agreed in writing on specific occasions;
- † prioritizes safety; and,
- † informs the client in writing when services are being terminated due to breach of this agreement or agency inability to benefit the client.

Confidentiality and Exceptions:

Dr. Bosworth will keep confidential what is told privately in therapy sessions. All client is securely stored either in locked filing cabinets or on electronic devices (computers, etc.) protected with passwords. Health Insurance Portability and Accountability Act (HIPAA) regulations for client privacy and security are supplied in writing to each client before therapy begins. Information will not be released to anyone without the client's written consent. The following are HIPAA-approved exceptions to this policy:

- † **Mandatory reporting of child/adult abuse** - KRS 630.020 states that "any person who knows or has reasonable cause to believe that a child/adult is dependent, neglected or abused: must report the same." KRS 209A.030 mandates the same for reporting adult abuse, which includes spouse abuse.
- † **Duty to warn obligation** - **KRS 202A.400** mandates all mental health professionals to warn intended victims of client's threats of violence. Any threats of violence must be reported to any identified person and proper law enforcement authorities. In the absence of an identified person, law enforcement authorities alone are contacted.
- † **When a therapist judges a client to be at immediate risk for suicide and/or in need of emergency hospitalization**, confidentiality is waived for the protection of the client.

Additional Expectations:

- † **Clients are requested to commit to an initial four sessions** in which the client and counselor will assess the situation, agree on a treatment plan and begin treatment. At the end of four sessions, the need for additional treatment and goals will be discussed, and a decision will then be made regarding future counseling sessions.
- † **Counseling sessions are generally fifty (50) minutes in length**, however, the initial session may take longer (up to 100 minutes) due to the review of this agreement and other paperwork.
- † **Children may not be left unsupervised.**
- † **Payment of fees/contributions is expected at the time services are rendered.** Clients who are unable to pay the full amount of their fee may apply for a fee adjustment. Fees and fee adjustments will be reviewed at least semi-annually. Clients who owe for two sessions or more may not reschedule until the balance is paid.
- † **Clients will be charged \$25.00 for missed appointments** when they fail to give 24-hour notice, except in cases of verifiable emergency or inclement weather. Payment is due prior to scheduling a new appointment.

I have read, understand and consent to abide by this agreement.

Signature of Client/s (Parent/Guardian must sign with minor or dependent) Date

FOR USE ONLY DURING THE FIRST SESSION

The section below will be initialed and signed DURING your first session. Please DO NOT INITIAL prior to the session.

We have reviewed and discussed this counseling agreement together. My counselor has given me a copy of their Notice of Privacy Practices, as required by the Health Insurance Portability and Accountability Act of 1996.

Client/s (Initial if signed above) Counselor Date

Please submit this agreement with the Release of Liability at or before your first session. Thank you very much.

Dr. Robert W. Bosworth, Jr., M.Div., Ph.D.

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INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement")
made as of this ____ day of _____ A.D. 2014 (the "Execution Date"),

BETWEEN:

Dr. Robert W. Bosworth, Jr. of 2702 Westmorland Road, Lexington, KY, 40510
(the "Indemnitee")

OF THE FIRST PART

And

of _____

(the "Indemnifier")

OF THE SECOND PART

BACKGROUND:

1. The Indemnitee desires protection against any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in Activity.
2. The Indemnifier wishes to minimize any hardship the Indemnitee might suffer as the result of any personal liability, claim, suit, action, loss, or damage that may result from the Indemnitee's participation in the Activity.

IN CONSIDERATION and as a condition of the Indemnifier and the Indemnitee entering into this Agreement and/or other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Indemnifier and the Indemnitee agree as follows:

1. Definitions

1. The following definitions apply in the Agreement:

- a. "Activity" means the following: Pastoral Counseling.
- b. "Expenses" means all costs incurred in the defense of any claim or action brought against the Indemnitee including attorneys' fees.
- c. "Notice of Claim" means a notice that has been provided by the Indemnitee to the Indemnifier describing a claim or action that has or is being brought against the Indemnitee by a Third Party.
- d. "Notice of Indemnity" means a notice that has been provided by the Indemnitee to the Indemnifier describing an amount owing under this Agreement by the Indemnifier to the Indemnitee.
- e. "Parties" means both the Indemnitee and the Indemnifier.
- f. "Party" means either the Indemnitee or the Indemnifier.
- g. "Third Party" means any person other than the Indemnifier and the Indemnitee.

2. Indemnification

The Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of the participation of the Indemnitee in the Activity, including, without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity. Where prohibited by law, the above indemnification does not include indemnification of the Indemnitee against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agent, employee or subcontractors.

3. In the case of a criminal proceeding, the Indemnitee will not be indemnified by the Indemnifier.
4. The Indemnifier understands that the Indemnitee is not responsible for the results of the Activity and agrees not to sue the Indemnitee for any reason, except where prohibited by law.

Client/Indemnifier Signature

Date

R.W.Bosworth, M.Div., Ph.D./Indemnitee Signature

Date

Witness

Date