



## **Service Agreement Addendum—BATTERER’S INTERVENTION (BIP)**

By Signing the attached “Consent for Services Addendum,” you are indicating that you understand and agree to the following policies as they relate to the **Batterer’s Intervention Program (BIP)** at Brighter Futures Counseling, PLLC.

I. Lack of Confidentiality

Information provided in this group may be discussed with your Probation Officer, Department of Community Based Services (DCBS)/Social Worker, Judge, other referring agency, or anyone involved in your current treatment program or court case. Applicable Authorizations to Release Information must be signed to and from any of these parties currently involved in your case.

Additionally, information about your treatment may be provided to any person toward whom you make threats, when his or her safety is a concern.

II. Assessment and Documentation Expectation

Everyone must have a BIP Assessment before beginning the program. Part of the Assessment requirement is to provide specific documentation to the therapist, to include: Your court order, DCBS prevention plan, Police citation or report, original petition, KAPS reports, and recent drug tests. Failure to have an assessment or to provide these documents will result in failure of the program.

At the conclusion of the assessment, the provider will inform you as to whether you need to complete the program or if there are any other recommendations. Understand that other recommendations may be provided based on information gathered in the assessment. Other recommendations may include but are not limited to Parenting Classes, Substance Abuse Assessment, Mental Health Assessment, Psychiatric Evaluation.

III. Length of Program

The program lasts 28 weeks. 1.5-2 hours per week.

IV. Absence and Tardy Policies

No more than 2 absences are allowed. Upon a third absence, you will be reported as non-compliant to the court system and/or other referring party. Excused absences where there is an emergency situation will be reviewed by the provider. If it is deemed that the situation was emergent (i.e. family death/injury, personal injury/health issue, work related crisis, family related crisis etc...) the provider will allow you to make up the class in an individual session at the individual fee (\$50.00/class)

Arrival 15 or more minutes later will result in an absence and you will not be admitted to group for that evening.

Arrival late, but less than 15 minutes late will result in a tardy. 3 tardies result in an absence.

V. Payment

- Assessments cost \$50.00. If you schedule your initial assessment but do not attend the assessment, you will be charged \$50.00 for the missed assessment. The \$50.00 missed assessment fee must be paid in full before you can schedule a new assessment. Once the

missed assessment fee has been paid in full, you will then have to schedule another assessment.

- BIP Group costs \$20.00 per week to be paid prior to group beginning. You will not be allowed to attend group if the payment has not been made in advance.
- Any group session missed, must be completed in an individual session. All 28 sessions must be completed in order to receive a certificate of completion.

VI. 3<sup>rd</sup> Party Letters, Proof of Attendance

- Brighter Futures Counseling, PLLC is happy to provide proof of attendance on a weekly basis. Please request this at the end of the group.
- General update letters to persons outside of Brighter Futures will be written upon request. However, Brighter Futures reserves the right to determine whether the letter falls within the scope of its professional areas of practice and whether submitting such a letter is in compliance with any applicable ethical or legal requirements. One such letter will be provided free of charge to the client per year. Any additional letters will be billed at Brighter Futures' hourly rate (\$125.00 per hour at the time of this agreement, but subject to change pursuant to the language in the preceding paragraph). Brighter Futures requires notice of 14 days prior to the due date of the letter. Brighter Futures will attempt to honor requests submitted with fewer than 14 days' notice, but can make no guarantee that such letters will be completed by the desired date.
- If a client submits paperwork to Brighter Futures to be completed and returned to a third party, including, but not limited to, attorneys, medical providers, employers, social workers, schools, and the court system, Brighter Futures will charge its normal hourly rate of \$125.00 per hour, with a minimum fee of \$10.00.
- Certified records will be provided to requesting parties as dated by the court order or within 30 days of the request; whichever date comes sooner. Brighter Futures Counseling charges \$20.00 per certified record. The amount must be paid at the time of the request unless agreed otherwise by a managing partner at Brighter Futures Counseling.
- Clients wishing to discuss matters on the phone with Brighter Futures Counseling, or clients' whose attorneys, schools, employers, or other interested parties contact Brighter Futures by phone, will not be charged for the first 10 minutes of phone calls in a week. If a phone call exceeds 10 minutes or if a number of phone calls collectively exceed 10 minutes, the time in excess of 10 minutes will be billed at Brighter Futures normal rate of \$125.00 per hour.
- If a Brighter Futures employee is subpoenaed for court, depositions, trial, or any other proceeding requiring personal attendance, the client will be billed at a rate of \$125.00 per hour for the time starting when the employee leaves the office and concluding when the employee returns to the office, and for any necessary preparation time. In the event the employee is deposed at Brighter Futures Counseling, the \$125.00 per hour fee will be assessed from the time the deposition begins until the time it concludes. There will also a mileage fee charged at the standard rate of \$0.56 per mile.

The client agrees to pay the billed amount in full as follows: There will be a \$250.00 charge per employee subpoenaed payable no later than 5 days prior to the court appearance. It is assumed that a subpoena will require at least two (2) hours of the employee's time, and that is the basis for the advance charge. If the employee is not present for the full two hours, the unearned portion will be refunded. If the employee is present for more than two hours, any balance must be paid within 30 days of the court appearance.

- If you wish to pay in advance for any of your BIP services or other services at Brighter Futures Counseling, you are welcome to do so; however, refunds will not be provided if you fail to finish the program for any reason.

VII. Participation

You are expected to actively participate in the BIP program each week during group. Failure to participate will result in failure of the program.

VIII. Compliance

Failure to complete your assessment or follow through with group recommendations and requirements will result in a standing of "Noncompliance." The court will immediately be informed if you are deemed non-compliant.

Noncompliance may include, but is not limited to:

- Failure to present for your BIP Assessment
- Failure to provide necessary documentation or fees for your BIP Assessment
- Failure to present for BIP Group following the recommendation to start the BIP Program
- Missing 3 BIP Classes during the 28 week program

IX. Violation of Current Order or New Complaint

If at any point during the BIP program you violate a current protective order (i.e. EPO, DVO, Restraining Order) , or a new complaint/petition is filed, or a new citation is completed your current program attendance will be suspended and a new assessment must be completed. Once the new assessment is completed, new recommendations will be made. The cost for the new assessment is \$50.00 to be paid in advance of scheduling. If the recommendation is to restart the program then all fees paid and all credit earned will be forfeited and you must start the program from the beginning and pay all fees in full as outlined under payment. Your forfeited fees will not be refunded and will not be credited to you when you restart the program.

X. Substance Use

If at any point in the program, it is suspected or known that you are using illegal substances or abusing alcohol, you will be required to complete a Substance Abuse Assessment. Once notified that you must complete the Substance Abuse Assessment, your attendance at BIP will be suspended until proof of the assessment is presented along with the provider's recommendations. You must then maintain compliance with the Substance Abuse Assessment recommendations in order to continue BIP. Should it be recommended that you attend an inpatient treatment facility, BIP services may be suspended until inpatient treatment is completed.

The recommendation for the Substance Abuse Assessment and Recommendations thereof may be reported to the court and/or referring party.

XI. Harassing Communications

Any harassing communications, including offensive or abusive language, will not be tolerated on the premises of Brighter Futures Counseling or by telephonic or electronic communication. If a client or person associated with the client engages in such behavior, the offending party will be asked to leave or, as appropriate, asked not to return to the facility. If this behavior persists and the offending party does not comply with requests to stop, Brighter Futures reserves the right to call the police or other appropriate law enforcement authority.

XII. Weapons

Deadly weapons or dangerous instruments of any kind are not permitted on the premises of Brighter Futures Counseling. Prohibited items include, but are not limited to, guns and knives. This also applies to persons who have a permit to conceal and carry a gun. This is a therapeutic setting, and guns of any sort are strictly prohibited.

XI. Dual Relationships

Please be aware that given the personal nature of mental health services and to protect your welfare, our relationship must be professional and not extend beyond the scope of clinical services. This includes but is not limited to trading professional services, attending personal events, contacting the therapist at home and on social networking internet sites.

XII. Contacting Us/Emergencies

During regular business hours, we strive to have our phones answered promptly by our office staff. If a therapist is not seeing a client, he or she will do everything possible to take the call. If the therapist is not available, please leave a detailed voice message, and your call will be returned as soon as possible.

At this time, we are unable to provide on-call/after-hours services. If you need to contact your therapist after business hours, please leave a message on the voice mail and your call will be returned the next business day. In the event of an emergency, you should call 911 or a local Hospital or Crisis Center. Lincoln Trail Behavioral Health Systems Emergency Service can be reached at: 270-351-9444.

Please do not e-mail our staff, including your doctor or our office assistants, if you have an emergency or serious problem. We may not be able to receive your e-mail in a timely manner. Always call 911 or the Emergency lines as outlined above.

XIII. Use of E-mail

If you choose to e-mail our staff, including a therapist or office assistant, your e-mail, as well as our response, may not be secure. As with any form of e-mail communication, confidentiality may be breached. Please use e-mail with discretion. By signing this document, you acknowledge that e-mail is not a secure form of communication and the confidentiality of your child's information may be breached.