This document (the Agreement) contains important information about the professional services and business policies of Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA).

HIPAA is a federal law that provides privacy protection and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice which is part of this agreement explains HIPAA and its application to your personal health information. The law requires that Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC obtain your signature acknowledging that Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC has provided you with this information prior to the end of your session. Although these documents are long and sometimes complex, it is important that you read them carefully. We can discuss questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC unless we have taken action in reliance on it; if there are obligations imposed on Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods which may be used to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and outside of our sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me as your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, you should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS/SCHEDULING

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you and I can decide if I am the best person to provide the services that you need in order to meet your treatment goals. I define a “therapy hour” as a 45-50 minute appointment session. If psychotherapy is begun, you will usually schedule one 45-50 minute therapy session per week at a time, though some sessions may be recommended to be longer or more frequent. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, or unless you and I both agree that you were unable to attend due to emergency circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. We will try to find another time to reschedule the appointment. To schedule an appointment, please call during regular business hours 9am to 5pm weekdays.

I UNDERSTAND THAT I WILL BE CHARGED IN FULL FOR ANY CANCELLED OR MISSED SESSION IN WHICH 24 HOURS NOTICE WAS NOT PROVIDED.

_____ **INITIALS**

CONTACTING KAY BUTLER-LUEKING, LLC, LPC, MC, NCC

Since this is not an on-call counseling service, I am often not immediately available by telephone. I will make every effort to return your call within 24 hours from the time it was received. If you are unable to reach me and feel that you cannot wait, contact your family physician, the nearest emergency room and ask for the psychologist or psychiatrist on call, or call 911. Regarding emails, you may contact me by email regarding non-urgent scheduling changes. Be aware that the confidentiality of any email communication cannot be guaranteed. Do not use email for emergency contact. Electronic or voice communication containing therapeutic content receiving **more than ten minutes weekly of my attention will be charged at the regular hourly fee.**

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychotherapist. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature related to this Agreement provides consent for those activities, as follows

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. All such consultations will be noted in your clinical record (PHI).
- You should be aware that I practice as an independent psychotherapist in a shared clinical setting. I need to share protected health information (PHI) with office staff for administrative purposes. All office staff has been trained about protecting your privacy and has agreed not to release any information outside of my practice without permission.
- I also have contracts with legal and accounting professionals. As required by HIPAA, we have an agreement with these firms which requires them to maintain the confidentiality of this data except as specifically allowed by contract or by law. If you wish, I can provide you with the names of these organizations.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- There are some situations where we are permitted or required to disclose information without either your consent or Authorization:
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the psychotherapist-client privilege law. We cannot provide any information without your or your legal representative's written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against us, I may disclose relevant information in order to defend myself.
- If a client files a worker's compensation claim, and I am providing services related to that claim, I must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission for the insurer.
- There are some situations in which I am legally obligated to take actions, which I believe are necessary in an attempt to protect others from harm and I may have to reveal some information about a client's treatment. These situations are unusual in my practice.
- If I have reason to believe that a child under 18 who I have evaluated is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate government agency, usually the Office Of Child Protective Services and the local police department. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that any adult client who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect, or financial exploitation, the law requires that I file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, I may be required to provide additional information.
- If a client communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and I believe that the client has the intent and ability to carry out such a threat, I must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If such a situation arises, I will make every effort to discuss it with you before taking any action and we will limit my disclosure to what is necessary.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, our treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to us by others confidentially, you may examine and/or receive a copy of your Clinical Record, if you request is in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in the presence of your psychotherapist or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of $.20 per page. If the copying of the requested records exceeds 5 minutes, there will be an additional charge of $3 for every 5 minutes of time it takes to copy the requested records. If we refuse your request for access to your records you have a right of review which we will discuss with you upon request.

In addition, I keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. While insurance companies can request a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless we determine that such access is clinically contraindicated.

In the event of my death or incapacitation, I have appointed another professional colleague within my office to act on my behalf in making decisions about storing, releasing, and or disposing of my professional records.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record (must be made in writing), requesting restrictions on what information from your Clinical Record is disclosed to others, requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized, determining the location to which protected information disclosures are sent, having any complaints you make about our policies and procedures recorded in your records, and the right to a paper copy of this Agreement . I will be happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC accepts checks, VISA, MasterCard, American Express, Discover or cash for professional services. Payment schedules for intensive therapy will be agreed to when requested. Any additional fees for returned checks will be added to your account. Delinquent accounts may be referred to a professional agency for collection and credit reporting. If your account has not been settled within 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided and the amount due.

INSURANCE REIMBURSEMENT

Kay Butler-Lueking Counseling, LLC, LPC, MC, NCC does not accept insurance assignment. Therefore, it is your responsibility to bill your insurance company for direct reimbursement. In order for us to set realistic treatment goals, it is important to evaluate your resources. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. You are responsible for full payment of my fees. It is important that you find out exactly what mental health services your policy covers. Review your plan booklet or call your plan administrator.

You should also be aware that your contract with your health insurance company requires that I provide information relevant to the services provided. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance carriers claim to keep such information confidential, I have no control over what they do with it once it leaves my office.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services privately to avoid the problems described above.

LITIGATION LIMITATION

The nature of our work together involves confidential and sensitive matters. I am not a forensically trained counselor. Therefore, you agree that should there be legal proceedings such as, but not limited to divorce, custody disputes, injuries, lawsuits etc, neither you nor your attorneys nor anyone else acting on your behalf will call me to testify in court or at any other proceeding or request records.

_____ **INITIALS**

NOTICE OF HIPPA (HEALTH INFORMATION PRIVACY PROTECTION ACT)

I ACKNOWLEDGE THAT I HAVE REVIEWED THE HIPPA POLICY. PLEASE PRINT YOUR NAME HERE AND SIGN/DATE BELOW

CLIENT OR LEGALLY AUTHORIZED INDIVIDUAL SIGNATURE DATE

PRINTED NAME OF SIGNED ON BEHALF DATE

RELATIONSHIP (PARENT, LEGAL GUARDIAN, PERSONAL REPRESENTATIVE, ETC.)