COUNSELOR-CLIENT SERVICE AGREEMENT

Welcome to In Bloom – KY Counseling Services. This document contains important information about your counseling services and other In Bloom policies. It also contains some info about Health Insurance Portability and Accountability Act (HIPAA), a federal law that gives you privacy protections and rights about how your Protected Health Information (PHI) is used for treatment, payment, and other business type stuff (like using a scheduling app, keeping track of how to reach you, etc.).

So, sit back and get comfortable. This note is long and little hard to understand sometimes, but it has a lot of helpful information.

COUNSELING SERVICES

The nature of therapy is simultaneously private, personal, and professional. Counseling is meant for us to build a working relationship that is mutually respectful with healthy boundaries. What this means is even though we have a relationship that may resemble the intimacy of relationships you have with friends and family, we will never: hang out and drink a beer together, go get frozen yogurt, be friends on Facebook, attend each other's birthday parties, you get the picture. Counseling works best when we follow a set of simple rules that protects our relationship.

Is counseling right for me?

Counseling can have both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of therapy often requires discussing the unpleasant aspects of your life. Let's face it, sometimes it just down right sucks. However, therapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. **But, there are no guarantees about what will happen**. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

So, if I want to try counseling, what happens next?

The first session will involve an initial evaluation of your needs. I will ask you questions about who you are, where you're from, what you believe in, some personal history, medications taken, trauma history, and I will assess for suicidality. You are allowed to share as much or as little as you want. If you're not feeling what's happening in our counseling session, I would be happy to help you find another mental health professional that might be a better fit.

APPOINTMENTS

Standard appointments run just under 60 minutes. Some clients prefer to meet once a week,

others twice a week, some once a month. Others prefer to schedule on the fly. All I ask is that you provide me with 24-hr notice, unless we work out another arrangement.

COSTS
This chart shows the cost that clients are responsible for at the time of the session. Whichever way a client chooses to pay will not affect the quality of care.

	Sessions
Out-of-pocket (no insurance, full cost)	60 minutes - $100
Medicaid insurance	*see note below
Sliding scale	$50-$100 (pay as you are able) Please contact me to discuss.

Paying out of Pocket (meaning, that you will not be using insurance) - The standard fee for the initial intake is $100.00 and each 60-minute session after is $100.00. You are responsible for paying at the time of your session unless we have made another agreement. Credit/debit card payments accepted electronically using IvyPay, a HIPAA secure billing app.

Medicaid
***By signing this agreement, you give us permission to submit billing to Medicaid for you.**
Otherwise, you will be responsible for paying costs up front and having to submit paperwork yourself.
Medicaid users will be responsible for any co-pays.

Sliding Scale
Not quite eligible for Medicaid and out-of-pocket costs too high? Contact me so we can work something out! At this time, I am only able to offer sliding scale slots ranging from $50-100/ session.
E-mail: meg@inbloomkycounseling.com Phone/Text: 859-813-2885

Court
If you think you are becoming involved in a legal case, I recommend that we talk about it before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

LATE FEES

For out-of-pocket payers

If you miss a session without canceling, or cancel with less than 24-hour notice, my policy is to collect a $25 fee.

For those using Medicaid

Late fees are not charged for those using Medicaid, per state rules.

Running Late

If you need to cancel or reschedule a session, I ask that you let me know at least a day (24 hours) before your scheduled session. Your appointment time is for you and you alone. If you are late, we can either choose to fit in as much of the session as the remaining time allows, or we can try to reschedule for another time.

Repeatedly No-Showing or Missing Appointments

I will kindly ask you to work on improving your attendance in therapy and expect you to keep your appointments. If you continue to miss appointments without notice, I may need to terminate our relationship in respect of my own and others' time.

INSURANCE

At this time, I am unable to accept private insurance. Alternatives include paying out of pocket, contacting me about using a sliding scale, or applying for Medicaid.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Check your health insurance policy for information such as: Number of sessions per year, copays, if pre-authorization is required, if a deductible must be met, etc.

Insurance companies require me to assign a diagnosis to your case. Diagnoses are decided based on common symptoms and presentations that are described in the Diagnostic Statisticians Manual – Five (DSM-V). Examples of diagnoses include things like anxiety, depression, post-traumatic stress disorder, obsessive compulsive disorder, adjustment disorder, etc. If you ever have questions about your diagnosis, just ask! Some diagnoses are pretty different from the way they are typically portrayed, so feel free to ask questions to learn more. For some, a diagnosis can be a way to find out more information on your own or a community of similar people.

PROFESSIONAL RECORDS

I am required to keep records of the counseling services that I provide. I use a special therapy website to keep track of your private information. I also use this website to submit information to billing.

Any electronic devices that may contain private information are kept in a safe location and password protected.

Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, there is potential for them to be

misinterpreted and/or upsetting. For this reason, I recommend that we talk about it together. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

My policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

Generally, I practice common sense privacy. Devices, websites, and apps are password protected. I don't call you while I'm strolling through pubic areas. Old documents that may have identifying information get shredded.

While email and text messages are not perfectly secure forms of communication, meaning they could be "hacked," accidentally seen on shared devices, data compromised in some sort of unforeseen way that only Google understands, etc. some clients are willing to take the risk for a variety of reasons including: communicating information about appointments, ability to exchange "longer than a text message" type information between sessions, because sharing a picture or video speaks volumes more than you can in a session, etc. You get the idea.

PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is my policy not to provide treatment to a child under age 13 unless child agrees that I can share whatever information I consider necessary with a parent. For children 14 and older, I request an agreement between the client and the parents allowing me to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication will require the child's agreement, unless I feel there is a safety concern (see also above section on Confidentiality for exceptions), in which case I will make every effort to notify the child of my intention to disclose information ahead of time and make every effort to handle any objections that are raised.

CONTACTING ME

I am often not immediately available by telephone and cannot offer crisis services. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) go to your Local Hospital Emergency Room, 2) contact a suicide hotline (800-273-8255) or 3) call 911 and ask to speak to the mental health worker on call. I will make every attempt to inform you in advance of planned absences, and

provide you with the name and phone number of the mental health professional covering my practice.

OTHER CLIENT RIGHTS

If you are unhappy with what is happening in therapy, I hope we can talk about what we can do to improve things. Such comments will be taken seriously and handled with care and respect. If you are interested in talking with a new therapist, I would be glad to help you find one more suitable to you.

Remember: You are free to end therapy at any time.
You have the right to considerate, safe and respectful care, without discrimination.
You have the right to ask questions about any aspects of therapy and about my specific training and experience.
Our counseling relationship will be personal, but professional. Our relationship will not be social, and it will never be sexual.

My work is guided by the American Counseling Association Code of Ethics. Feel free to review the document (https://www.counseling.org/Resources/aca-code-of-ethics.pdf) and ask questions!

COMPLAINTS

Should you have a complaint, you may contact me directly. If we are not able to satisfactorily come to an agreement, complaints may also be made to my supervisor Toni Gaines (502) 783-7573), or to the Kentucky Board of Licensed Professional Counselors (http://lpc.ky.gov/Documents/lpc_complaint%20form.pdf).

CONSENT TO COUNSELING SERVICES

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Your Signature: _____

Your Name (Printed): _____

Date Signed: _____

HIPAA Compliance Patient Consent Form

Our Notice of Privacy Practices provides information about how we may use or disclose protected health information.

The notice contains a patient's rights section describing your rights under the law. You ascertain that by your signature that you have reviewed our notice before signing this consent.

The terms of the notice may change, if so, you will be notified at your next visit to update your signature/date

You have the right to restrict how your protected health information is used and disclosed for treatment, payment or healthcare operations. We are not required to agree with this restriction, but if we do, we shall honor this agreement. The HIPAA (Health Insurance Portability and Accountability Act of 1996) law allows for the use of the information for treatment, payment, or healthcare operations.

By signing this form, you consent to our use and disclosure of your protected healthcare information. You have the right to revoke this consent in writing, signed by you. However, such a revocation will not be retroactive.

By signing this form, I understand that:

Protected health information may be disclosed or used for treatment, payment, or healthcare operations.

Whenever possible, my therapist will work to protect my privacy. For example, my therapist will use a shorthand code rather than write out my full name in her appointment book.

The practice reserves the right to change the privacy policy as allowed by law. Clients will be updated accordingly.

If you have any concerns, please reach out to me so we can talk about it! You may reach me using the following methods:

E-mail: meg@inbloomkycounseling.com Phone/Text: 859-813-2885

Signature: _____

Printed Name: _____

Date: _____

Notice of Privacy Policies

This notice will explain your privacy rights and describe how information about you may be used, and how you can learn more. Please review carefully.

I. **Confidentiality**

I do not tell others about you, or the fact that you are my client, without your written consent. My formal Mental Health Record describes the services provided to you and contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any psychological testing reports. Healthcare providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes.

By signing this document, you are giving me permission to use your information as described. Alternatively, you may provide written authorization at the time of the need for disclosure. You may revoke your permission at any time by contacting me in writing.

II. **Limits of Confidentiality**

There are a few exceptions to confidentiality. These include times when I have to make a report to an official due to mandatory reporting law. Another exception is discussing your case with my counseling supervisor. Because I am a Licensed Professional Counseling Associate, I am required to have regular supervision. In supervision, I discuss concerns about counseling with my supervisor (Toni Gaines, M.Ed, LPCC-S, T-CADC) and she provides me with helpful suggestions and feedback.

<u>Possible Uses and Disclosures of Mental Health Records without Consent or Authorization</u>

· Emergency: If you are involved in in a life-threatening emergency and I cannot ask your permission, I will share information if I believe you would have wanted me to do so, or if I believe it will be helpful to you.

· Child Abuse Reporting: If I have reason to suspect that a child is abused or neglected, I am required by Kentucky law to report the matter immediately to the Kentucky Department of Community Based Services.

· Adult Abuse Reporting: If I have reason to suspect that an elderly or incapacitated adult is abused, neglected or exploited, I am required by Kentucky law to immediately make a report and provide relevant information to the Kentucky Department of Community Based Services.

· Court Proceedings: If you are involved in a court preceding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information **unless** you provide written authorization or a judge issues a court order. If I receive a subpoena for records or testimony, I will notify you so you can file a motion to quash (block) the subpoena.

· Serious Threat to Health or Safety: Under Kentucky law, if I am engaged in my professional duties and you communicate to me a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and I believe you have the intent and ability to carry out that threat immediately or imminently, I am legally required to take steps to protect third parties. These precautions may include 1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18, 2) notifying a law enforcement officer, or 3) seeking your hospitalization. By my own policy, I may also use and disclose medical information about you when necessary to prevent an immediate, serious threat to your own health and safety. If you become a party in a civil commitment hearing, I can be required to provide your records to the magistrate, your attorney or guardian ad litem, a CSB evaluator, or a law enforcement officer, whether you are a minor or an adult.

· Workers Compensation: If you file a worker's compensation claim, I am required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

· HIPAA permitted exchanges of information: This refers to protection of your personal health information in use of treatment, payment, and healthcare operations. Instances in which I am permitted to use and disclose Protected Health Information include things like coordinating care with your case management worker, consulting with another healthcare provider about your treatment, using a secure third party billing service, etc. Should health information be shared, it will be de-identified, meaning your health information will not be used in a way in which others can identify you.

Other uses and disclosures of information not covered by this notice or by the laws that apply to me will be made only with your written permission.

III. **Patient's Rights and Provider's Duties**:

· Right to Request Restrictions-You have the right to request restrictions on certain uses and disclosures of protected health information about you. You also have the right to request a limit on the medical information I disclose about you to someone who is involved in your care or the payment for your care. If you ask me to disclose information to another party, you may request that I limit the information I disclose. However, I am not required to agree to a restriction you request. To request restrictions, you must make your request in writing, and tell me: 1) what information you want to limit; 2) whether you want to limit my use, disclosure or both; and 3) to whom you want the limits to apply.

· 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. Upon your request, I will send your bills to another

address. You may also request that I contact you only at work, or that I do not leave voice mail messages.) To request alternative communication, you must make your request in writing, specifying how or where you wish to be contacted.

· Right to an Accounting of Disclosures – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in section III of this Notice). On your written request, I will discuss with you the details of the accounting process

· Right to Inspect and Copy – In most cases, you have the right to inspect and copy your medical and billing records. To do this, you must submit your request in writing. If you request a copy of the information, I may charge a fee for costs of copying and mailing. I may deny your request to inspect and copy in some circumstances. I may refuse to provide you access to certain psychotherapy notes or to information compiled in reasonable anticipation of, or use in, a civil criminal, or administrative proceeding.

· Right to Amend – If you feel that protected health information I have about you is incorrect or incomplete, you may ask me to amend the information. To request an amendment, your request must be made in writing, and submitted to me. In addition, you must provide a reason that supports s your request. I may deny your request if you ask me to amend information that: 1) was not created by me; I will add your request to the information record; 2) is not part of the medical information kept by me; 3) is not part of the information which you would be permitted to inspect and copy; 4) is accurate and complete.

· Right to a copy of this notice – You have the right to a paper copy of this notice. You may ask me to give you a copy of this notice at any time. Changes to this notice: I reserve the right to change my policies and/or to change this notice, and to make the changed notice effective for medical information I already have about you as well as any information I receive in the future. The notice will contain the effective date. A new copy will be given to you or posted in the waiting room. I will have copies of the current notice available on request.

Complaints: If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your request in writing to my office. You may also send a written complaint to the U.S. Department of Health and Human Services.

Patient's Acknowledgement of Receipt of Notice of Privacy Practices

I have been provided a copy of In Bloom's Notice of Privacy Practices.

We have discussed these policies, and I understand that I may ask questions about them at any time in the future.

I consent to accept these policies as a condition of receiving mental health services.

Signature: _____

Printed Name: _____

Date: _____