



SERENITY & HOPE, LLC
Kathleen Hurley, Med, LPC, NCC
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314-690-1667
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CLIENT SERVICE AGREEMENT

Welcome! Thank you for taking a few minutes to fill out these forms. The information you provide is confidential, and will be helpful for you and your counselor, Kathleen Hurley, M.Ed, LPC, NCC when you meet for the first time. If you have any questions, just ask!

Crisis Services

Unless it is a medical emergency, I will call my counselor, Kathleen Hurley Med, LPC, NCC at 314-690-1667 and leave my name, contact information, and voice message. If you do not hear back from me, immediately call 911, and/or go to the nearest emergency room, call **Life Crisis Services at (314)647-4357**, or call **BHR at (314)469-6644**.

Consent to Treatment

I have chosen to receive psychotherapy services from Kathleen Hurley. Psychotherapy services provided to clients include individual therapy sessions, and if needed conjoint sessions. I understand that there are both risks and benefits associated with treatment. I understand that psychotherapy may deal with painful or problematic emotions and experiences. Discussing these experiences may be uncomfortable. However, avoiding the feelings prolongs the discomfort that already exists. During therapy, painful emotions may become more intense, which can be a sign that desired changes are about to occur. I agree to discuss any and all noticeable differences with my therapist. I am aware that treatment is a collaborative process and progress depends on my willingness to actively participate in the change process. I understand there is no guarantee that progress will occur. I have the right to be informed and assisted with creating the following: treatment goals, objectives, interventions, evidenced based treatment techniques, procedures billed for, potential risks, and benefits of services. Kathleen Hurley is an experienced Licensed Professional Counselor with the State of Missouri.

The standard session lasts for 45 minutes. Many insurance companies will only pay for CPT Code 90834, which is a 45 minute session. Private pay clients may also contract for longer sessions if needed and requested. Kathleen Hurley will let you know when you are near the end of the session so you can share any closing thoughts or feelings.

I understand that there are fees associated with therapy and that inability to pay these fees may interrupt the course of treatment. The contracted rate for 45 minute psychotherapy sessions is **\$100.00 for 45 minutes** (unless otherwise negotiated with Kathleen Hurley), and it will be due the date of the session. I will be responsible for payment of services I have received.

I understand that there may be consequences to ending treatment before completion, such as when treatment is court ordered. I understand that my therapist may terminate treatment if my needs cannot be met by Serenity & Hope, LLC. I understand that my therapist will refer me to an appropriate alternate provider should this occur.

I understand that I may not be allowed to continue participating in treatment if I engage in acts of physical violence or verbal abuse; possess a weapon; am under the influence of alcohol or drugs; or engage in illegal behavior on premises of my therapist's office.

I understand that my right to informed consent may be waived in the event that I am at risk of harm to myself or others and professional intervention is necessary. I understand that a surrogate decision maker may provide

informed consent on my behalf in the event that I am unable to provide informed consent for myself to receive treatment.

Client Rights and Responsibilities

As a client, you are entitled to the following rights: To be treated with respect, consideration, and dignity, including consideration of social, psychological, spiritual and cultural needs without discrimination including race, color, sex, religion, ethnicity, age, disability, or sexual orientation. I have the right to be informed and assisted with creating and utilization of the following: treatment goals, objectives, interventions, evidenced based treatment techniques, procedures billed for, potential risks, and benefits of services. Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC will inform you of your therapist's qualifications, credentials, and relevant experience; continuation of services through a referral, if the clinician is unable to continue providing treatment; and other pertinent information. To involve family members and other significant others in my treatment and decision making. To be treated by a professional who upholds the highest ethical standards and to receive services in a safe, clean environment. To be informed about the limits of privacy and confidentiality, and to approve or refuse the release of your treatment records, except when release is required by law. To receive information concerning your diagnosis, treatment, and prognosis; and to accept or refuse treatment after full information is given. To be referred to other professionals when additional services not available through my therapist. To have assistance in accessing protective services in instances of abuse or neglect. To access a copy of your medical record upon written request. To know the fee for services provided, the policies regarding payment of fees, and to be informed when fees change. To discuss dissatisfaction with services provided with your therapist. Furthermore, you can contact Missouri Department of Mental Health (800-364-9687 or constituentsvcs@dmh.mo.gov) or The Joint Commission (800-994-6610 or complaint@jointcommission.org) to report any concerns or register complaints.

As a client, you have the following responsibilities: To provide, to the best of your knowledge, accurate and complete information about present concerns, past treatment, hospitalizations, medications, and other matters relating to both your physical and mental health. To follow the treatment plan developed with your therapist and to be responsible for the consequences of refusing treatment or not complying with treatment recommendations. To ask questions when you do not understand treatment, recommendations, or services that are recommended to you or what is expected of you as a client. To share your expectations of your therapist and to provide feedback on your satisfaction with services received. To pay the established fees for services provided. To attend your appointments and, when unable to do so, to notify your therapist at **least 24 hours in advance. If you are unable to give a 24-hour notice of missed session, you will be charged for missed session, a cost of \$40.00 due at next session.** Your therapist will not be able to charge your insurance provider for missed session.

Subpoena Policy

Your therapist, Kathleen Hurley, does not respond to subpoenas. Her role is to provide counseling and support for her clients and their families. It is not her role to go to court, to be an expert witness, or to make custodial or other legal decisions on behalf of her clients. In the event that Kathleen Hurley is subpoenaed by a judge regarding your treatment, you will be responsible for all fees incurred, including but not limited to: time reviewing and compiling your medical records, time spent writing reports or treatment summaries, travel time to and from court, and time spent waiting in court and on the stand. The fee for services provided in response to subpoenas is \$150.00 per hour and must be paid out of pocket by the client, client's parent or guardian, or legal counsel. As always, your therapist is happy to provide any documentation regarding your treatment in writing once you have signed a Release of Information allowing us to do so.

Notice of Privacy Practice

Introduction: Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC has adopted this Privacy Practice Policy to comply with the Health Insurance Portability and Accountability Act (HIPAA, 1996), the Health Information Technology for Economic and Clinical Health Act (HITECH, 2009), the Omnibus Rule (2013), and the Department of Health and Human Services (DHHS) security and privacy regulations, as well as to fulfill her duty to protect the integrity, confidentiality, and availability of confidential medical information as required by law, professional

ethics, and accreditation requirements. Familiarity with this policy and demonstrated competence in the requirements of the policy are an important part of her responsibilities.

Assumptions: This Notice of Privacy Practice Policy is based on the following assumptions: Individually identifiable health information or protected health information (PHI) is sensitive and confidential. Such information is protected by law, professional ethics, and health care accreditation requirements. HIPAA requires your therapist to protect PHI. Your therapist must enter into business associate contracts to protect PHI. A business associate shall have the meaning specified in the HIPAA Privacy Rule, HIPAA Security Rule, the HITECH Act, and the Omnibus Rule. Serenity & Hope, LLC/Kathleen Hurley can best perform her duties through the adoption and enforcement of a Privacy Practice Policy. Serenity & Hope, LLC/Kathleen Hurley are all bound by this policy, including, but not limited to, any individual who is involved with your professional treatment for the following purposes: volunteering, observation, touring facilities, cleaning, attending meetings, interviewing, billing, practicum/internship, maintenance, construction, or providing work estimates.

Serenity & Hope, LLC/Kathleen Hurley will: Collect, use, and disclose individual medical information only as authorized. Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC will not use or supply such information for any purpose other than those expressly authorized by law, professional ethics, and accreditation requirements. Implement administrative, physical, and technical safeguards to protect PHI from unauthorized access or disclosures. Ensure that medical information must be accurate, timely, complete, and ensure that authorized personnel can access this data when needed. Not alter or destroy an entry in a record, but rather designate it as an error while leaving the original entry intact and create and maintain a new entry showing the correct data. Implement reasonable measures to protect the integrity of all data. Recognize that her clients have a right of privacy and respect clients' individual dignity at all times. Privacy will be respected to the extent that is consistent with performing required services and with the efficient administration of her business. Act as responsible information stewards and treat all individual PHI (including medical record data and related financial, demographic, and lifestyle information as sensitive and confidential). Use or disclose only the "minimum necessary" health information to accomplish the particular task for which the information is used or disclosed. Disclose information only when there is written authorization for uses or disclosures of psychotherapy notes (if psychotherapy notes are maintained), for uses or disclosures for marketing purpose, and for uses and disclosures that involve the sale of Protected Health Information. Not divulge PHI unless the client (or his/her authorized representative) has properly consented to the release or the release is otherwise authorized by law. When releasing PHI, take appropriate steps to prevent unauthorized re-disclosures, such as specifying that the recipient may not further disclose the information without client consent or as authorized by law. Implement reasonable measures to protect the confidentiality of medical and other information. Recognize that some medical information is particularly sensitive, such as HIV/AIDS information, mental health and developmental disability information, alcohol and drug abuse information, and other information about sexually transmitted or communicable diseases and that disclosure of such information could severely harm clients, such as by causing loss of employment opportunities and insurance coverage, as well as the pain of social stigma. Treat particularly sensitive information with additional confidentiality protections as required by law. Recognize that the client has a right of access to information contained in the medical record owned by their therapist. Permit clients to access and copy their PHI in accordance with the requirements of the privacy regulation, including their electronic medical record and hard-copy medical record. Provide clients an opportunity to request correction of inaccurate data in their medical records in accordance with the requirements of the privacy regulation. Allow clients to restrict disclosures of PHI to a health plan when the individual pays out of pocket in full for services received. Document and provide clients an accounting of uses and disclosures other than those for treatment, payment, and health care operations in accordance with the requirements of the privacy regulation. Breaches of confidentiality will be documented via Incident Report forms. Verify that uses and disclosures not described in the Notice of Privacy Practices will be made only with authorization from the client.

Enforcement: Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC must adhere to this policy. Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC will not tolerate violations of this policy. Violation of this policy is grounds for disciplinary action, up to and including termination of employment, professional discipline, and criminal prosecution, in accordance with personnel rules and regulations.

Statement of Confidentiality

As a client, I want you to be informed of your rights and the limits of confidentiality. The confidentiality of personal information shared with your therapist is the cornerstone of a therapeutic relationship. Only in this way can a client feel free to work with a therapist to discuss and explore problems and arrive at solutions. In most circumstances, information shared is considered privileged communication and will not be shared with anyone, unless the client first provides signed written consent to do so.

There are, however, some limitations of confidentiality which require the disclosure of information. These include, but are not limited to, the following: When there is a serious threat of physical harm to yourself or another person (e.g., suicide or homicide); When mandated by state or federal law (e.g., in cases of known or suspected physical or sexual abuse or neglect of children, the elderly, or developmentally disabled); When specifically ordered by a court of law; for the purpose of professional supervision. A Release of Information is required to share information with individuals not providing direct treatment for you. The use of insurance, which implies consent by the insured that information regarding diagnosis, treatment plan, and clinical information may be disclosed to your insurance company in order to facilitate claim filing or management of care with your insurance. If it becomes necessary to release information, it will be done in such a way as to protect the confidentiality of clinical information, as much as possible. I want to assure all clients of my commitment to maintain confidentiality and that their case will be handled professionally and with the highest degree of confidentiality possible.

Client Fee Information

Payment is expected at the time services are provided. Insurance benefit verification, copy of insurance card, insurance information form, and insurance agreement form will need to be completed and provided to Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC at your first appointment. The client seeking services or parent/guardian seeking services for minor children is responsible for all fees not paid by insurance. By providing your insurance information, you are consenting to allow information regarding diagnosis, treatment plan, and clinical information to be disclosed to your insurance company for the purposes of claim filing and insurance reimbursement. Insurance deductibles and co pays must be met in order for insurance to fund services. The standard fee is \$100.00 per 45 minute sessions, unless otherwise negotiated with Kathleen Hurley, payable at the conclusion of the session. I am happy to bill your insurance company, so they can reimburse you. (Please see Insurance Agreement forms). If additional time is needed in session, or telephonic communication is utilized, all fees for services will be the responsibility of the client or if a minor, the client's parent/guardian.

If a client chooses not to use insurance, the standard rate of services is \$100.00 per 45 minute session, not including additional fee services per telephonic communication. **Payment is required for all services, prior to services being rendered. Appointments cancelled less than 24 hours in advance or failure to show for an appointment will result in charge of \$40.00 which will be due prior to future appointments being made. Past due balances may interfere with the ability to schedule future appointments. Cash, checks, debit/credit cards, and money orders are acceptable forms of payment. A fee of \$40.00 will be charged for any returned checks.**

Signature Page

Name of Client: _____ Date of Birth: _____

If Minor, Name of Parents/Guardians: _____

Relationship to client: _____

Contact Information: My therapist may contact me and leave a message by:

- | | |
|--------------------------------------|------------------------------------|
| ■ Home Phone _____ - _____ - _____ | ■ Cell Phone _____ - _____ - _____ |
| ■ Text Message _____ - _____ - _____ | ■ Email _____ |

In the case of any emergency, please notify:

Name: _____ Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Work Phone: _____

Consent to Treatment

I have received a copy of Consent to Treatment policies, they have been explained to me, and I understand them. I request services from Serenity & Hope, LLC/Kathleen Hurley Med, LPC, NCC

Client/Guardian Signature: _____ Date: _____

Kathleen Hurley Signature: _____ Date: _____

Client Rights and Responsibilities

I have received a copy of the Client Rights and Responsibilities, they have been explained to me, and I understand them.

Client/Guardian Signature: _____ Date: _____

Kathleen Hurley Signature: _____ Date: _____

Notice of Privacy Practice

I have received a copy of the Notice of Privacy Practice, it has been explained to me, and I understand that Serenity & Hope, LLC/Kathleen Hurley Med, LPC follows HIPAA privacy laws and will protect the confidentiality of my protected health information

Client/Guardian Signature: _____ Date: _____

Kathleen Hurley Signature: _____ Date: _____

Statement of Confidentiality

I hereby acknowledge that I have read and understand the above Statement of Confidentiality, including the extent to which my therapist is permitted to disclose information about me.

Client/Guardian Signature: _____ Date: _____

Kathleen Hurley Signature: _____ Date: _____

Client Fee Information

I have received a copy of the Client Fee Information, it has been explained to me, and I understand the fees associated with services.

Client/Guardian Signature: _____ Date: _____

Kathleen Hurley Signature: _____ Date: _____