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### **PROFESSIONAL COUNSELING SERVICES AGREEMENT**

Welcome to my practice. Please read this document carefully and note any questions you might have so that we can discuss them when we meet. ***Your signature on the “HIPPA Acknowledgement of Receipt” will constitute a binding agreement between us.*** This agreement contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPPA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care services. HIPPA requires that I provide you with a Notice of Privacy Practices which is attached and explains HIPPA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of our first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the contents at that time. When you sign the “Acknowledgement of Receipt” of this document, it will also represent an agreement between us, which you may revoke in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it, if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

#### **Professional Counseling Services:**

Professional counseling is not easily described in general terms. It varies depending on the personalities of the therapist and the client, as well as the particular issues that the client wishes to address. There are a number of different methods and strategies that may be used to approach these issues. Professional counseling differs from traditional medicine; it requires and active effort on the part of the client. In order for therapy to be most successful, effort is needed on the part of the client both during and between sessions.

Professional counseling can have benefits and risks. Since therapy often involves discussing and experiencing uncomfortable aspects of your life, you may encounter feelings such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. It is important that you discuss these issues in an honest and forthright manner. Professional counseling has often been shown to have benefits for those who undertake it. It often leads to significant reduction of feelings of distress, better relationships and resolution of specific problems. However, there are no guarantees of what you will experience.

By the end of the first few sessions, I will be able to offer some initial impressions of what our work will include and an initial treatment plan. You should evaluate this information along with your own assessment about whether you feel comfortable continuing. Therapy involves a large commitment of time, money and energy, so you should be selective in choosing your therapist. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you to secure and appropriate consultation or referral to another mental health professional.

#### **Sessions:**

My normal practice is to conduct an evaluation, which will last from 2 to 4 sessions. During this time, we can both decide whether I am the best person to provide the services, which you need in order to meet your treatment objectives. Appointments ordinarily last 45 minutes (one appointment hour of 45 minutes in duration) unless prearranges for longer or shorter durations. **Once an appointment has been scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Generally,**

**missed appointments (also referred to as “no shows”) are not covered by insurance companies and must be paid for in full by the client.**

### **Professional Fees:**

My hourly fee is \$140 for the initial session and \$120 for each session thereafter. Fees for therapy groups are \$50 per session. My hourly fee is charged on a prorated basis for other professional services you may require, such as report writing, telephone conversations lasting longer than 10 minutes, meetings or consultations with other professionals that you have authorized or requested, and preparation of records or treatment summaries. If you become involved in litigation, which requires my participation, you will be expected to pay for my professional time even if I am compelled to testify by another party. Because of the complexity of legal procedures and the degree of preparation required, I charge \$200 per hour for preparation and attendance at any legal proceedings which are paid in advance at a minimum of 3 billable hours.

### **Billing and Payments:**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage, which requires another arrangement. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment, including collection agencies or small claims court. If such legal action is necessary, the costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of the services provided and the amount due.

### **Insurance Reimbursements:**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you may have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefit to which you are entitled; however you (not your insurance company) are responsible for full payment of my fees. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive for your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. “Managed Health Care” plans, such as HMOs and PPOs, often require prior authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed care plans will not allow me to provide services once your benefits end. If this is the case, I will do my best to find another provider who will help you continue with your treatment.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I am expected to provide additional clinical information such as treatment plans or summaries, or copies of the entire record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies

claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical database. If you request, I will provide you with a copy of any report I submit. By signing this agreement, you agree that I may provide requested information to your carrier.

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 out sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

### **Confidentiality:**

In general, law protects the privacy of all communications between client and a professional counselor. I can only release information about your treatment 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 on this agreement provides consent for those activities, as follows:

- I may occasionally find it necessary to consult other health and mental health professional about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to out work together. I will note all consultations in your Clinical Record.
- You should be aware that I employ administrative staff. In many cases, I need to share protected information with my staff for administrative purposes, such as scheduling and billing.
- I have formal contracts with referral and billing services, in which they promise to maintain the confidentiality of clinical data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or agencies utilized for collections are discussed elsewhere in this agreement.

There are some situations where I am permitted or required to disclose information without either your consent or authorization, which are described below. Some are situations in which I am legally obligated to take action, when I believe it might be necessary to attempt to protect others from harm; and I may have to reveal some information about a client's treatment. If such a situation arises, I will make every effort to fully discuss it with you before taking any action; and I will limit my disclosure to what is necessary.

- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided, such information is protected by the professional counselor-patient privilege law. I 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 me to disclose information. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.
- If I believe that a client is likely to inflict serious bodily harm to him/herself or another person, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police or family members or seeking hospitalization for the client.
- If you are under 18 years of age, please be aware that the law may provide parents or guardians the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about out work together, unless I feel there is a high risk that you will seriously harm yourself or someone else, or another person is harming you. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any

information, I will attempt to discuss this matter with you and do my best to handle any objections you may have with what I am prepared to discuss.

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If you file a workers' compensations claim, and I have examined or treated you in regard to such claim, I must, upon appropriate request, provide a report to your employer or the employer's insurance company.
- In Kansas, we are required to ask your permission to coordinate services with your primary care physician. A form is enclosed for that purpose. You have a right to object to this contact and, therefore, there is space provided to indicate that you do not wish to have me share information with your physician. Please note that I am not authorized to prescribe medications or provide medical information; however, I am prepared to work closely with your physician or psychiatrist to ascertain any medical or biological origins that may impact your symptoms.
- If I have reason to suspect that a child under 18 has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, or that an adult has been or is being abused, neglected or exploited or is in need of protective services, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Rehabilitation Services (SRS). Once such a report is filed, I may be required to provide additional information.
- If a client communicates an imminent, specific threat of harm against a specific individual or group, and I believe that there is a substantial risk that the client will act on that threat in the foreseeable future, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police or seeking hospitalization for the client.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues and any other concerns with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

### **Professional Records:**

Both law and standards of my profession require that I keep appropriate treatment records. You should be aware that, pursuant to HIPAA, I keep protected health information about you in two sets of professional records: the clinical records and billing records. The clinical records include information about your reasons for seeking therapy, a description of the ways in which your problem(s) impact your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, treatment history, issues addressed in each session, any records, and reports I send or receive from other providers and your insurance carrier. Your billing records contain a list of the dates of service, accounting information, explanation of benefits forms from your insurance company and copies of statements sent to you. Upon written request, you may examine or receive copies of either or both records except in unusual circumstances which involve danger to yourself or others, reference to another person, materials received from another provider, or if I believe that access to your records is reasonably likely to cause substantial harm to you or another person. Because these are professional records, they can be misinterpreted and/or be upsetting to untrained readers. For this reason, I recommend that you initially discuss the contents. Reproduction of records involves a cost of 25 cents per page and administrative costs (prorated at an hourly rate of \$100). If I refuse your request for access to your records, you have a right of review except for information supplied to me confidentially by others, which I will discuss upon your request.

### **Minors:**

If you are under 18 years of age, please be aware that the law may provide your parents with right to examine your treatment records. It is my policy to request an agreement from parents that they consent to give up access to your records. If they agree, I will provide them only with general information about our work together unless

I feel that there is a high risk that you will seriously harm yourself or another, in which case I will notify them about my concern. I will also provide them with a summary of your treatment when it is complete, if they so request it. Before giving them any information, I will discuss the matter with you, if at all possible, and will do the best I can to resolve any objections you may have about what I am prepared to discuss.

### **Patient Rights:**

HIPAA provides you with several new or expanded rights with regard to your clinical records and disclosures of protected health information. These rights include requesting that I amend your record, requesting restrictions on what information from your clinical records is disclosed to others, requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized, determining the location to which protected information disclosures are sent, having any complaints you make about my policies and procedures recorded in your records, and the right to a paper copy of this agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you in further detail.

### **Contacting Me:**

I am often not immediately available by telephone. While I am in the office, I likely will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by my voicemail. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call, or call 911. If I will be unavailable for an extended period of time, I will provide the name of a colleague on my voicemail to contact in an emergency. It will be your responsibility to follow-up with the colleague names, and, if necessary, he or she will contact me.

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I have read, understand and agree to the above-stated policies and agree.

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(Signature of Client or Guardian)

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Date