Kyle Linnemann Counseling LLC Kyle Linnemann Counseling LLC

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**CLIENT-COUNSELOR SERVICE AGREEMENT**

**Client Name: Date:**

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

**\*\*Please indicate your understanding and agreement to these policies by initialing each section and signing the last page of this Agreement.**

**\_\_\_\_\_\_\_ Goals of Counseling**

There can be many goals for the counseling relationship. Some of these will be long term goals such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, or developing healthy relationships. Whatever the goals for counseling, they will be set by the clients according to what they want to work on in counseling. I may make suggestions on how to reach that goal but you decide where you want to go.

**\_\_\_\_\_\_\_ Risks/Benefits of Counseling**

Counseling is an intensely personal process which can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will work for you. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. Counseling 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.

However, there are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

**\_\_\_\_\_\_\_ Appointments**

Appointments will ordinarily be approximately 50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours’ notice. If you miss a session without canceling, or cancel with less than 24 hour notice, you may be required to pay a $25 fee [unless we both agree that you were unable to attend due to circumstances beyond your control].

**\_\_\_\_\_\_\_ Confidentiality**

I will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign an authorization form before such information will be released. There are some limitations to confidentiality to which you need to be aware. I may consult with a supervisor or other professional counselors in order to give you the best service. In the event that I consult with another counselor, no identifying information such as your name would be released. I am required by law to release information when the client poses a risk to themselves or others and in cases of abuse to children or the elderly, or in Kentucky, in any case of spousal abuse, and also if I become aware that a felony has been or will be committed. If I receive a court order or subpoena, I may be required to release some information. In such a case, I will consult with legal counsel and limit the release to only what is necessary by law.

**\_\_\_\_\_\_\_ Professional Fees**

You are responsible for paying at the time of your session. Payment must be made by check, cash, or credit card. Fees are non-negotiable and are $120 for the intake session and thereafter $90 per –session. Sessions are scheduled for 50 minutes.

If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required.

**\_\_\_\_\_\_\_ Insurance**

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover counseling fees. Sometimes I have to provide additional clinical information which will become part of the insurance company files. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee to be covered by the patient. Either amount is to be paid at the time of the visit by check, credit card, or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services.

Also, I use a third party clearinghouse (Office Ally) to bill your insurance company. By signing this agreement, you agree that I can provide Office Ally with the necessary information to bill your insurance company.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers.  If you prefer to use a participating provider, I will refer you to a colleague.

**\_\_\_\_\_\_\_ Record Keeping**

I may keep records of your counseling sessions and a treatment plan which includes goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign an authorization to release information which specifies what information is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept electronically on a USB flash drive, on the Electronic Health Records cloud service Theranest, or in a paper file and stored in a locked cabinet in my office.

Communications Policy

## \_\_\_\_\_\_\_ Contacting Me

When you need to contact me for any reason, these are the most effective ways to get in touch in a reasonable amount of time:

* By phone (859-760-6743) - You may leave messages on the voicemail, which is confidential.
* By secure text message (see below for details.)
* By secure email (see below for details.)
* If you wish to communicate with me by normal email or normal text message, please read and complete the Consent For Non-Secure Communications form included with these office policies.

I subscribe to the following service(s) that can allow us to communicate more privately through the use of encryption and other privacy technologies. None of them will cost you money, but each requires some setup before they can be used. Please ask if you would like to use any of these services:

* Protonmail (encrypted email): kylelinnemann@protonmail.com.
* Signal (secure text messaging). This service can be used on a computer or smartphone. Just download the Signal app and make sure my phone number is in your contacts.
* Doxy.me (secure online video chat software)

If you need to send a file such as a PDF or other digital document, please send using secure email service or print and FAX it to (859) 916-1818.

Please refrain from making contact with me using social media messaging systems such as Facebook Messenger or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients.

It is important that we be able to communicate and also keep the confidential space that is vital to therapy. Please speak with me about any concerns you have regarding my preferred communication methods.

## \_\_\_\_\_\_\_Response Time

I may not be able to respond to your messages and calls immediately. For voicemails and other messages, you can expect a response within one day (weekends are excepted from this timeframe.) I may occasionally reply more quickly than that or on weekends, but please be aware that this will not always be possible.

Be aware that there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town.

## \_\_\_\_\_\_\_Emergency Contact

If you are ever experiencing an emergency, including a mental health crisis, please call:

* (513) 528-SAVE in Clermont County, Ohio
* (513) 281-2273 in Hamilton County, Ohio
* (859) 331-3292 in Northern Kentucky
* 911

If you need to contact me about an emergency, the best method is:

* By phone (859) 760-6743
* If you cannot reach me by phone, please leave a voicemail and then follow up with a secure text message.

Please note that SMS (normal phone text messages) are not designed for emergency contact. SMS text messages occasionally get delayed and on rare occasions may be lost. So, please refrain from using SMS as your sole method of communicating with me in emergencies.

## \_\_\_\_\_\_\_Disclosure Regarding Third-Party Access to Communications

Please know that if we use electronic communications methods, such as email, texting, online video, and possibly others, there are various technicians and administrators who maintain these services and may have access to the content of those communications. In some cases, these accesses are more likely than in others.

Of special consideration are work email addresses. If you use your work email to communicate with me, your employer may access our email communications. There may be similar issues involved in school email or other email accounts associated with organizations that you are affiliated with. Additionally, people with access to your computer, mobile phone, and/or other devices may also have access to your email and/or text messages. Please take a moment to contemplate the risks involved if any of these persons were to access the messages.

**Your signature below indicates that you have read this Agreement and agree to its terms.**

**Client Signature Date of Birth:**

**Date**