



Catholic Charities of the Diocese of Lexington

Clinical Counseling Agreement

Counseling is a serious commitment on the part of the counselor and client. In counseling, clients determine the issues they want to address. Relationships, behaviors and patterns will be examined and often challenged. The first few sessions provide an opportunity for client and counselor to create a good working relationship and for the counselor to assess the presenting problems and recommend treatment. Goals and treatment plans are agreed upon mutually. Clients have a right to refuse any services offered. Counseling services are not always beneficial for a variety of reasons. Catholic Charities encourages clients to utilize other community resources to enhance, supplement or replace its services when needed to accomplish clients' goals. A list of other available community services can be found on our homepage at www.catholiccharitieslexington.org.

Client Responsibility: The counseling appointment belongs to the client, although the counselor often makes suggestions, provides feedback and gives assignments or readings. The client

- determines what to discuss and what the work will achieve;
- agrees to be on time;
- agrees to prepare for the session by thinking about where they are with their progress;
- agrees to complete assignments prior to the session;
- agrees to inform the counselor of changes in medication, address, phone number, income or household.

Counselor Responsibility: The counselor

- agrees to be on time unless there is an emergency;
- will cancel a session only when necessary;
- will not allow interruptions, such as phone calls, during sessions;
- prioritizes safety; and
- informs the client in writing when services are being terminated due to breach of this agreement or agency inability to benefit the client.

Confidentiality and Exceptions:

It is the policy of Catholic Charities to keep confidential what is told privately in therapy sessions. All client information is kept in locked files and Catholic Charities follows the Health Insurance Portability Accountability Act (HIPAA) regulations for client privacy and security. Information will not be released to anyone without the client's written consent. State law and agency functioning require these exceptions:

1. Mandatory reporting of child/adult abuse - KRS 620.030 states that any person who knows or has reasonable cause to believe that a child is dependent, neglected, abused or human trafficked shall immediately cause an oral or written report to be made..." KRS 209.030 mandates the same for reporting abuse, neglect or exploitation of an adult. KRS 209A.110 requires reporting of domestic and dating violence and abuse of an adult who "because of mental or physical dysfunction, is unable...to protect himself or herself...without assistance" and when domestic or dating violence is believed to be the cause of a victim's death.
2. Duty to warn obligation - KRS 202A.400 mandates all mental health professionals to warn intended victims of client's threats of violence. Any threats of violence must be reported to any identified person and proper law enforcement authorities. In the absence of an identified person, law enforcement authorities alone are contacted.
3. When a therapist judges a client to be at immediate risk for suicide and/or in need of emergency hospitalization, confidentiality is waived for the protection of the client so appropriate action can be taken.
4. Sharing of information between agency personnel - Catholic Charities personnel, students, volunteers and contracted supervisors may share information for the purposes of supervision, temporary coverage (when assigned therapist has an emergency or is on vacation), billing, scheduling and statistical tracking of services

within the agency. These people are all bound by confidentiality and their information sharing is limited to what they need to know to best serve our clients.

5. The counselor may use a personal or public phone to cancel an appointment in case of an emergency. However, return calls or text messages to that number will not be acknowledged. Clients should call the counselor's office phone to leave messages and to cancel or re-schedule appointments.

Agency Guidelines:

1. Clients are requested to commit to an initial four sessions in which the client and counselor will assess the situation, agree on a treatment plan and begin treatment. At the end of four sessions, the need for additional treatment and goals will be discussed, and a decision will then be made regarding future counseling sessions.
2. Counseling sessions are 50 minutes in length, however, the initial session may take longer (up to 100 minutes) due to the review of this agreement and other paperwork.
3. Children cannot be left unsupervised.
6. Payment of fees or insurance co-pays is expected at the time services are rendered. Clients who are unable to pay the full amount of their fee may apply for a fee adjustment. Fees and fee adjustments will be reviewed at least semi-annually. (Some adjustments are approved only for 90 days.) Clients who owe for more than two sessions may not reschedule until the balance is paid.
7. Clients who plan to use insurance to pay for services authorize the release of any medical or other information necessary to process their insurance claim and further authorize payment of medical benefits to Catholic Charities for services rendered by their signature on this page.
8. Clients will be charged \$20.00 for missed appointments when they fail to give 24-hour notice, except in cases of verifiable emergency or inclement weather. Payment is due prior to scheduling a new appointment.

I have read and understand this agreement.

Signature of Client/s (Parent/Guardian must sign with minor or dependent) Date

The section below will be initialed and signed DURING your first session. Please DO NOT INITIAL prior to the session.

We have reviewed and discussed this counseling agreement together. My counselor has given me a copy of their Notice of Privacy Practices, as required by the Health Insurance Portability and Accountability Act of 1996.

Client/s (Initial if signed above) Counselor Date

Please submit this agreement with your application for services to:

**Catholic Charities of the Diocese of Lexington, 60 Martha's Vineyard, Prestonsburg, KY 41653
Fax: 606-874-9170**