

Kay C'Ann (Kaycie) Marler-Rush, LCSW
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Therapeutic Informed Consent

Dear client,

The client and counselor relationship is a unique one, and for the time we spend together to be maximized, each one of us should be aware of our rights and responsibilities. Communicating a mutual understanding of what is expected in a relationship and then living up to it is a healthy therapeutic process in itself. Your signature at the bottom of this form signifies that you have read and understand the professional relationship and mutual responsibilities between the client and counselor.

Reading and Understanding the Counselor Policies

This is a service agreement between client and counselor and contains important information regarding the professional services and business policies of Kay C (Kaycie) Marler-Rush, LCSW. Please read it carefully. We will be pleased to discuss any or all of these policies with you. **Prior to initiating services, you will be required to sign the last page of this document and return it to Kay C (Kaycie) Marler-Rush, LCSW indicating that you have read and understand our service agreement.** The Service Agreement is subject to amendment. You will be informed of any changes and given the opportunity to review and approve them. You may request a copy of this agreement for your records.

Clinical Services

Typically, a client calls a therapist for services when his or her life or relationship has become unworkable in some way, and/or they are experiencing some type of distress. Sometimes clients have an idea of why things aren't working, and sometimes they don't. Whatever is going on, a licensed therapist is trained to help people come to have a clearer understanding of what is going on and create a path to lessen or end the distress.

Confidentiality

You have the right to confidential mental health care *except* in cases where the therapist believes you might cause harm to yourself, to someone else, or if child or elder abuse/neglect is suspected. In these cases, the therapist has a duty by law to file a report with the appropriate authorities. Also, therapists are required to testify when commanded to do so by a court ordered subpoena.

If you run into Kaycie outside of the office, she will do her best to **not** acknowledge you. She does this to ensure your right to confidentiality. However, if you want to greet, visit with, or

introduce Kaycie to your friends or family as a friend or as your therapist, that is up to you. Kaycie lets her clients take the lead in these situations.

Communication via Texting

Texting, in most cases, is not considered a secure form of communication and could result in a breach of your privacy. HIPAA requires obtaining your written permission to contact you via phone including texting, this is addressed in the Client Intake Questionnaire. With your consent texting may be used to schedule, reschedule, or cancel an appointment and for appointment reminders only. It is not to be used for counseling sessions. If you would like to provide more information than please call to speak with your counselor or schedule an appointment.

I acknowledge that I have read and understand the limits of using texting to communicate. I authorize the use of text to schedule, reschedule, or cancel an appointment and for appointment reminders at the number provided in the Client Intake Questionnaire. _____ Yes _____No

Insurance

Kay C (Kaycie) Marler-Rush, LCSW accepts Blue Cross Blue Shield and Ambetter insurance. Clients wishing to use a different health insurance may request a receipt from the counselor and may then file the insurance themselves to receive some reimbursement. Clients may wish to contact their health insurance company and find out what, if any, coverage is available for an out-of-network Licensed Clinical Social Worker.

Payment for Service

Payment of copays and deductibles are expected at the beginning of each session. Sessions are for 60-minutes.

Late Arrival & Cancellation Policy

The initial appointment requires a 48-hour cancellation notice. The sessions that follow the initial appointment require a 24-hour cancellation notice.

Kaycie respects your time and sets aside time to see you when you make an appointment with her. It is important that clients respect the counselor's time as well. If a client makes an appointment with the therapist, the appointment is considered as a contract for the therapist's time. Clients arriving up to 15 minutes late will receive the remaining time left for the allotted appointment. **Clients arriving 16 minutes late or later will be regarded as a no-show and will be charged for the missed appointment. Kaycie will not receive a client arriving 16 minutes late unless this has been approved of in advance.**

The therapist respects your time and makes every effort to remain on schedule throughout the day, although on rare occasions emergencies arise. If an emergency arises that would mean a significant wait of 15 minutes or more, a client will be contacted by phone or text of the delay and may be asked to reschedule.

The late cancellation and no-show fee is \$150.

Subpoenas

Kay C (Kaycie) Marler-Rush, LCSW is **not** a forensic psychologist and makes every effort to not work with clients who might want to invite her into the legal process to testify. If you feel there is any chance that you may want her to testify for you for any reason (ie. custody battle), it would be best to find a therapist who is trained to testify as an expert in court.

Clients should seriously consider whether or not they want to issue a subpoena for a therapist to testify in court. The process is always expensive to the client, and there is no guarantee that what the therapist will say will be of benefit to the client's case. In some cases, a therapist's testimony may be detrimental to the client's case. Therefore the decision to subpoena a therapist should be seriously considered.

If the counselor is subpoenaed to be in court regarding an issue with a client, this will necessitate that she clear her schedule to be "on call" for the court appearance. The charge for this is a **minimum nonrefundable fee of \$1,000.00, payable in advance**, regardless of whether the counselor actually ends up testifying or appearing in court, or how many minutes she is there. The first \$1,000 applies to a maximum of four hours of her time at an out-of-office courtroom rate of \$250 per hour. Expenses she may incur such as parking, making copies, travel time, and time spent preparing the copies will be charged at an appropriate rate and are in addition to the \$1,000 minimum fee. If she is required to be on call beyond the first four hours for a court appearance, a second \$1,000 minimum fee will be incurred, even if she must remain (on call) one minute, one hour, or all four hours beyond the first four. In other words, a \$1,000 minimum fee will be charged for any portion of a four-hour time slot in which the counselor is required to be "on call" to testify in court, whether she ends up testifying or not.

If a client wants the therapist to speak, meet, or correspond in any way with their or another attorney or person, the client will be billed for the therapist's time.

Credit Card Number on File

For Copays:

If you would like to pay your copay with a credit card, then the credit card on file will be billed for the amount that according to your insurance company is your responsibility whether that be a copay, co-insurance or the full amount towards your deductible as determined by your insurance company.

For late cancellations and now shows:

To impress upon clients the importance of giving advance notice when canceling appointments, the counselor requires a credit card number and information be on file. If a client no-shows or cancels at the last minute or without giving 24 hours notice, the credit card will be charged for the full cost of \$150.00 for the missed appointment. *In addition, if payment is made by check and*

a check is returned, the owed amount will be charged to the credit card plus a \$25 returned check fee.

Once again, clients who miss appointments or cancel without 24 hours notice will be charged for a full missed appointment based on the session rate listed above.

If you are ill and must miss an appointment, or experience a dire personal emergency, the counselor may forfeit the missed appointment fee, at her discretion, on a case-by-case basis.

Please provide credit card information here. Kay C (Kaycie) Marler-Rush, LCSW is a Licensed Clinical Social Worker in Arkansas and is ethically bound to be responsible with your personal information. You can be certain that she is very respectful of this information and your rights to privacy:

VISA MASTERCARD DISCOVER (circle one)

Credit card # _____

Expiration date: _____ Security Code # (3 or 4 numbers) _____

Signature: _____

(I understand that my credit card may be billed for a missed appointment if I fail to give 24 hours notice.)

Arriving Early:

Some clients may arrive early for their scheduled appointment. There is a waiting room where you may wait until it is time for your appointment.

Illness Policy:

Coronavirus Policy: Your physical and emotional health are our greatest focus. Based on public health recommendations if you've been exposed to anyone with the Coronavirus, been in an airport, or showing any symptoms of ANY illness including a fever, please wait 10 days after the fever has subsided before coming in for an in-person appointment. We can convert your appointment to a telehealth appointment until you fully recover.

For Any Illness: If you are showing any symptoms of ANY illness including a fever, please wait 10 days after the fever has subsided before coming in for an in-person appointment. We can convert your appointment to a telehealth appointment until you fully recover.

Telehealth Services: If assessed as appropriate for your continued care, telehealth sessions may be available. To participate in telehealth sessions, you are required to review and sign the Informed Consent for Telehealth Services.

If you are ill and must miss an appointment, or experience a dire personal emergency, the counselor may forfeit the missed appointment fee, at her discretion, on a case-by-case basis.

Crisis policy:

The counselor sees clients by appointment during normal business hours on Mondays, Tuesdays, and Wednesdays from 9:00 a.m. to 4 p.m. Phone calls are returned Monday – Friday during the hours of 9:00 a.m. to 5:00 p.m.

If you have a crisis during business hours, call the counselor to make an appointment and she will make every effort to fit you in. If for any reason the counselor is unavailable or you experience a crisis outside of business hours, call 911 or go to the nearest emergency room for assistance.

Other Issues

Occasionally clients ask Kaycie to fill out forms or write letters for them regarding things like leave of absence. The counselor will do this in most cases; however, the client will be charged for the time and expenses involved.

I have read and understand these policies:

I have read and understand these policies, I have discussed this document with my counselor, and all of my questions have been answered to my satisfaction. I agree that I am financially responsible for any fees that are accrued for myself while under the care of Kay C (Kaycie) Marler-Rush, LCSW.

By my signature below, I hereby state that I have read, understood, and agree to the terms of this document.

Signature/Date

Counselor Signature/Date

Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW THIS NOTICE CAREFULLY.**

Your health record contains personal information about you and your health. This information about you that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services is referred to as Protected Health Information (“PHI”). This Notice of Privacy Practices describes how we may use and disclose your PHI in accordance with applicable law, including the Health Insurance Portability and Accountability Act (“HIPAA”), regulations promulgated under HIPAA including the HIPAA Privacy and Security Rules, and the *NASW Code of Ethics*. It also describes your rights regarding how you may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will provide you with a copy of the revised Notice of Privacy Practices by posting a copy on our website, sending a copy to you in the mail upon request or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

For Treatment. Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

For Payment. We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment-related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for purposes of collection.

For Health Care Operations. We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g., billing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI. For training or teaching purposes PHI will be disclosed only with your authorization.

Appointment Reminders. We may use or disclose your health information to provide you with appointment reminders (such as voicemail messages, text or email).

Required by Law. Under the law, we must disclose your PHI to you upon your request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule.

Without Authorization. Following is a list of the categories of uses and disclosures permitted by HIPAA without an authorization. Applicable law and ethical standards permit us to disclose information about you without your authorization only in a limited number of situations. As a social worker licensed in this state and as a member of the National Association of Social Workers, it is our practice to adhere to more stringent privacy requirements for disclosures without an authorization.

Victims of Abuse or Neglect. We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

Child Abuse or Neglect. We may disclose your PHI to a state or local agency that is authorized by law to receive reports of child abuse or neglect.

Judicial and Administrative Proceedings. We may disclose your PHI pursuant to a subpoena (with your written consent), a summons, warrant, discovery request, court order, administrative order or similar process.

Deceased Patients. We may disclose PHI regarding deceased patients as mandated by state law, or to a family member or friend that was involved in your care or payment for care prior to death, based on your prior consent. A release of information regarding deceased patients may be limited to an executor or administrator of a deceased person's estate or the person identified as next-of-kin. PHI of persons that have been deceased for more than fifty (50) years is not protected under HIPAA.

Medical Emergencies. We may use or disclose your PHI in a medical emergency situation to medical personnel in order to prevent serious harm. We will try to provide you a copy of this notice as soon as reasonably practicable after the resolution of the emergency.

Family Involvement in Care. We may disclose information to close family members or friends directly involved in your treatment based on your consent or as necessary to prevent serious harm.

Health Oversight. If required, we may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors based on your prior consent) and peer review organizations performing utilization and quality control.

Law Enforcement. We may disclose PHI to a law enforcement official as required by law, in compliance with a subpoena (with your written consent), court order, administrative order or similar document, for the purpose of identifying a suspect, material witness or missing person, in connection with the victim of a crime, in connection with a deceased person, in connection with the reporting of a crime in an emergency, or in connection with a crime on the premises.

Specialized Government Functions. We may review requests from U.S. military command authorities if you have served as a member of the armed forces, authorized officials for national security and intelligence reasons and to the Department of State for medical suitability determinations, and disclose your PHI based on your written consent, mandatory disclosure laws and the need to prevent serious harm.

Public Health. If required, we may use or disclose your PHI for mandatory public health activities to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, or if directed by a public health authority, to a government agency that is collaborating with that public health authority.

Public Safety. We may disclose your PHI if necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If information is disclosed to prevent or lessen a serious threat it will be disclosed to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

Research. PHI may only be disclosed after a special approval process or with your authorization. .

Verbal Permission. We may also use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

With Authorization. Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked at any time, except to the extent that we have already made a use or disclosure based upon your authorization. The following uses and disclosures will be made only with your written authorization: (i) most uses and disclosures of psychotherapy notes which are separated from the rest of your medical record; (ii) most uses and disclosures of PHI for marketing purposes, including subsidized treatment communications; (iii) disclosures that constitute a sale of PHI; and (iv) other uses and disclosures not described in this Notice of Privacy Practices.

YOUR RIGHTS REGARDING YOUR PHI

You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to Kaycie Marler-Rush, LCSW 1202 S Main Street, Suite 201, Little Rock, AR 72202:

- **Right of Access to Inspect and Copy.** You have the right, which may be restricted only in exceptional circumstances, to inspect and copy PHI that is maintained in a “designated record set”. A designated record set contains mental health/medical and billing records and any other records that are used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you or if the information is contained in separately maintained psychotherapy notes. We may charge a reasonable, cost-based fee for copies. If your records are maintained electronically, you may also request an electronic copy of your PHI. You may also request that a copy of your PHI be provided to another person.
- **Right to Amend.** If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us. We may prepare a rebuttal to your statement and will provide you with a copy. Please contact Kaycie Marler-Rush, LCSW if you have any questions.
- **Right to an Accounting of Disclosures.** You have the right to request an accounting of certain of the disclosures that we make of your PHI. We may charge you a reasonable fee if you request more than one accounting in any 12-month period.
- **Right to Request Restrictions.** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request unless the request is to restrict disclosure of PHI to a health plan for purposes of carrying out payment or health care operations, and the PHI pertains to a health care item or service that you paid for out of pocket. In that case, we are required to honor your request for a restriction.
- **Right to Request Confidential Communication.** You have the right to request that we communicate with you about health matters in a certain way or at a certain location. We will accommodate reasonable requests. We may require information regarding how payment will be handled or specification of an alternative address or other method of contact as a condition for accommodating your request. We will not ask you for an explanation of why you are making the request.

YOUR RIGHTS REGARDING YOUR PHI (Continued)

- **Breach Notification.** If there is a breach of unsecured PHI concerning you, we may be required to notify you of this breach, including what happened and what you can do to protect yourself.
- **Right to a Copy of this Notice.** You have the right to a copy of this notice.

COMPLAINTS

If you believe we have violated your privacy rights, you have the right to file a complaint in writing with Kaycie Marler-Rush, LCSW at 1202 S. Main Street, Suite 201, Little Rock, AR 72202 or with the Secretary of Health and Human Services at 200 Independence Avenue, S.W. Washington, D.C. 20201 or by calling (202) 619-0257. **We will not retaliate against you for filing a complaint.**

The effective date of this Notice is August 31, 2020.

**Notice of Privacy Practices
Receipt and Acknowledgment of Notice**

Patient/Client Name: _____

DOB: _____

SSN: _____

I hereby acknowledge that I have received and have been given an opportunity to read a copy of Kaycie Marler-Rush, LCSW's Notice of Privacy Practices. I understand that if I have any questions regarding the Notice or my privacy rights, I can contact Kaycie Marler-Rush, LCSW in writing at 1202 S. Main Street, Suite 201, Little Rock, AR 72202.

Signature of Patient/Client

Date

Signature or Parent, Guardian or Personal Representative *

Date

* If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (power of attorney, healthcare surrogate, etc.).

Patient/Client Refuses to Acknowledge Receipt:

Signature of Staff Member

Date