



HIPPA Privacy Practices

Luminous Counseling & Consulting LLC is required by law to follow the practices described in this letter. This letter is a summary of our Privacy Practices, but does not replace the full version which has been made available to you during your intake session. This notice applies to personal medical/mental health information that we have about you, and which is kept by Luminous Counseling & Consulting LLC. With some exceptions, we must obtain your authorization to disclose (or release) your health care information. There are some situations in which we do not have to obtain your authorization. We can use your protected health information and share it with a member of our organized health care arrangement (like a community provider). Neither this document nor the full Notice of Privacy Practices covers every possible use or disclosure.

Who has access to your personal information?

Medical/Mental health information about you can be used to:

- Plan your treatment and services. This includes releasing information to qualified professionals who work at this facility and are involved in your care or treatment. It may also include provider agencies whom we pay, contract, or consult with to provide services for you. We will only release as little as possible for them to do their jobs.
- Submit bills to your insurance, Medicaid, Medicare, or third-party payers.
- Obtain approval in advance from your insurance company.
- Exchange information with Social Security, Employment Security, or Social Services.
- Measure our quality of services.
- Decide if we should offer more or fewer service to clients

Without your permission, we may use your personal information:

- To exchange information with other State agencies as required by law.
- To treat you in an emergency.
- To treat you when there is something that prevents us from communicating with you.
- To inform you about possible treatment options.
- To send you appointment reminders.
- For agencies involved in a disaster situation.
- For certain types of research.
- When there is a serious public health or safety threat to you or others.
- As required by State, Federal or local law. This includes investigations, audits, inspections, and licensure.
- When ordered to do so by a court.
- To communicate with law enforcement if you are a victim of crime, involved in a crime at our facility, or you have threatened to commit a crime.
- To communicate with coroner, medical examiners, and funeral homes when necessary for them to do their jobs.
- To communicate with federal officials involved in security activities authorized by law.



- To communicate with a correctional facility if you are an inmate.

What are your rights?

- To see and get a copy of your record (with some exceptions).
- To appeal if we decide not to let you see all or some parts of your record.
- To ask for the record to be changed if you believe you see a mistake or something that is not complete.
- You must make this request in writing. We may deny your request if:
 1. We did not create the entry
 2. The information is not part of the file we keep; or
 3. The information is not part of the file that we would let you see; or
 4. We believe the record is accurate and complete.
- To know to whom, we have sent information about you for up to the last six years.
- The first request in a 12-month period is free. We may charge you for additional requests.
- To limit how we use or disclose information about you. For example-not to release information to your spouse or a particular provider agency. This must be made in writing, and we are not required to agree to the request.
- To ask that we communicate with you about medical matters in a certain way or at a certain location. This must be made in writing.
- To tell us (authorize) other releases of your personal information not described above. You may change your mind and remove the authorization at any time (in writing).



Receipt of HIPPA Notification

I, _____, have received a copy of this office's Notice of Privacy Practices and HIPPA.

SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

We attempted to obtain written acknowledgement of receipt of our Notice of Privacy Practices, but acknowledge could not be obtained because:

1. Individual refused to sign
2. Communication barriers prohibited obtaining the acknowledgment
3. An emergency situation prohibited obtaining the acknowledgement
4. Other (please specify): _____





A Minimum of 48 hours' notice is required to cancel and/or change all appointments, including appointments that were previously rescheduled.

If less than 48 hours' notice is given You will be charged the Full fee. If you are using insurance or a reduced fee You are responsible for the Full fee, insurance will not pay for missed sessions.

If you show up late or do not show up for an appointment You will be charged the Full fee, insurance will not pay for you being late.

Guarantor of payment sign: _____ Date: _____



- How did you hear about us? Please circle or Explain in detail.

Google Friend/Family Yahoo LinkedIn Facebook LivingSocial Psychology Today

Print Ad: Where At/Describe Ad:

Radio Ad: What Station/Describe Ad:

TV Ad: What Station/Describe Ad:

Other/Details _____

- If you found us on a search engine what keywords did you use in your search?

- What was the deciding factor that made you choose us?

- How many providers did you look at before choosing us? _____

- Did you look at our website? _____ Y N _____

What was your favorite aspect of the site?

What did you least like about the site?



CONFIDENTIALITY STATEMENT

I understand that my therapy records are the property of Luminous Counseling & Consulting LLC and shall be treated as confidential. To comply with state and federal laws my records will not be released without properly executed written consent. Everything about your care will be held in strictest confidence (with the exception of those situations which we are required by law to report). If you choose to have your counselor keep a third party informed of your progress, it is necessary to complete a "Release of Information Form" that will be kept on file.

The following circumstances are an exception to keeping confidentiality and are required by law to report:

- A. When it has been communicated a threat of bodily injury to self, another person, or I am suicidal.
- B. When there is reasonable suspicion of abuse/neglect to a child or a dependent adult which has occurred or will/may occur.
- C. When information is required by law or is ordered by the court.
- D. Counselor Team. Counselors typically work as a team and reserve the right to consult and discuss pertinent information with other counselors within the counseling field. I understand that Luminous Counseling & Consulting LLC and its agents consult regularly with other professionals regarding clients.

It is important to remember that electronic communication such as e-mail, websites, and cell phone calls are not secure. Please keep this in mind when there is communication with your counselor. If you have any questions about confidentiality, please discuss them with your counselor.

I have read and understood the above information regarding confidentiality. I agree to disclose personal information with these exceptions in mind.

Signature of Client: _____ Date: _____



Signature of Parent/Guardian: _____ Date: _____

Staff Signature: _____ Date: _____



Please read each insurance option below and check the one appropriate to you.

- I have insurance and would like to use insurance to pay for my sessions.** I understand that the counselor at Luminous Counseling & Consulting LLC is an in-network provider with my insurance. I understand that my co-pay, deductible and other terms are dependent on my policy with my carrier and not Luminous Counseling & Consulting LLC. **I understand that insurance does not pay for missed sessions and that I am responsible for the full fee of any missed sessions.** I understand that I must receive a mental health diagnosis and have it be deemed medically necessary for my insurance to pay for sessions. I understand that Luminous Counseling & Consulting LLC must communicate my protected health information including diagnosis, treatment plan, and session notes to my insurance carrier. I will inform Luminous Counseling & Consulting LLC immediately of any change to my insurance. I understand that my insurance may change without me necessarily knowing and that I am responsible for the full fee if my insurance changes. I understand that by signing this I agree and this serves as my release of information to my insurance carrier.

- I have insurance and would like to private pay for my sessions.** I understand that insurance will not cover sessions retroactively and I cannot be reimbursed by my insurance carrier in the future. I can choose to try to use insurance in the future but it may require me to change counselors and possible terminate treatment at Luminous Counseling & Consulting LLC entirely. I understand that Luminous Counseling & Consulting LLC cannot treat a client who is on an in-network insurance carrier. **I understand that if I have in-network insurance I must use it.**

- I have informed Luminous Counseling & Consulting LLC that I have no insurance.** I will private pay for all sessions and services. **I understand that if I have in-network insurance I must use it.**

- I have insurance but understand that the counselor at Luminous Counseling & Consulting LLC is not an in-network provider with my insurance.** I understand that I will pay Luminous Counseling & Consulting LLC the full fee. I will receive a "superbill" that I can turn into my insurance provider in an attempt to be reimbursed. I understand that the amount of reimbursement if any is dependent on my policy with my carrier and not Luminous Counseling & Consulting LLC. I understand that the "superbill" contains everything that I need to provide my carrier and that Luminous Counseling & Consulting LLC cannot do anything more to help me get reimbursed. I understand that I must receive a mental health diagnosis and have it be deemed medically necessary for my insurance to pay for sessions. I understand that Luminous Counseling & Consulting LLC must communicate my protected health information including diagnosis, treatment plan, and session notes to my insurance carrier.

I will inform Luminous Counseling & Consulting LLC immediately of any change to my insurance. I understand that my insurance may change without me necessarily knowing and that I am responsible for the full fee if my insurance changes. I understand that by signing this I agree and this serves as my release of information to my insurance carrier. **I understand that if I have in-network insurance I must use it.**

Client Signature: _____ Date: _____



Security

For the safety and security of our employees and clients Luminous Counseling & Consulting LLC uses security cameras. These recordings are not part of my clinical record unless Luminous Counseling & Consulting LLC or its agents feel that it should be documented with my file.

I understand that my sessions are being recorded. I understand that these recordings are generally not part my clinical file, but can be. I understand that Luminous Counseling & Consulting LLC and its agents take reasonable precautions from having these recordings kept confidential but that it is not guaranteed. I understand that it is possible for someone to illicitly gain these recordings and that my confidentiality could be breached. I understand that Luminous Counseling & Consulting LLC and its agents will make every reasonable attempt to notify me if I am visible on any recordings that are saved or used. By signing below, I understand all this and agree to security surveillance and engage in treatment with Luminous Counseling & Consulting and its agents, in business.

I understand that illicit drugs, alcohol, knives, guns, or other weapons are prohibited on the property. I understand that I will be discharged as a client immediately if I do not comply.

Client Sign: _____



Ivy Pay / Credit Card on File Authorization

Luminous Counseling & Consulting LLC primarily use a billing system called IVY Pay. IVY Pay is done with your credit card over a cell phone/text system. Luminous Counseling & Consulting LLC will tell IVY Pay to add you as a new client, IVY will send you a text message confirming this and ask you to go to their secure link to enter you billing information, once the information is entered IVY Pay will store your billing information for future charges. The advantage to this system is that Luminous Counseling & Consulting LLC will never have your credit card/billing information.

IF YOU DECLINE THE USE OF IVY PAY

I have declined to use IVY Pay I will complete this form so that Luminous Counseling & Consulting LLC can keep my credit card on file for future payments. Future payments include missed/canceled sessions according to our cancellation policy and denied insurance claims, if insurance is used. Insurance does not pay for missed sessions you are responsible for this.

Information to be completed is the card holder's information:

Cardholder Name: _____

Card Number: _____

Card Type: Visa MasterCard American Express Discover

Expiration Date: _____ Security Code: _____ (3 digit code on back)

Billing Zip Code: _____

E-mail or Cell phone number for receipt: _____

I, _____ authorize Luminous Counseling & Consulting LLC to charge the above credit card account for payments owed to my account for services rendered. I certify that this information is true and correct. I agree to take full and complete responsibility for the entire amount due for any and all services rendered by Luminous Counseling & Consulting and its agents. I understand that Luminous Counseling & Consulting LLC and its agents does store credit card information. If the Guarantor is not the client and does not attend session with the client prior payment arrangements must be made. I agree to update any information regarding this account.



Cardholder Signature _____ Date: _____

CONSENT FOR TRANSMISSION OF PROTECTED HEALTH INFORMATION BY NON-SECURE MEANS

It may become useful during the course of treatment to communicate by email, text message (“SMS”) or other electronic methods of communication. I am aware that these methods, in their typical form, are not confidential means of communication. If I use these methods to communicate with Luminous Counseling & Consulting, LLC and its agents there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to: People in your home or other environments who can access your phone, computer, or other devices that you use to read and write messages. Your employer, if you use your work email to communicate. Third parties on the Internet such as server administrators and others who monitor Internet traffic. **If there are people in your life that you do not want accessing these communications, please do not use these methods.**

I, _____ authorize Luminous Counseling & Consulting LLC, and its agents: TO TRANSMIT THE FOLLOWING PROTECTED HEALTH INFORMATION RELATED TO MY HEALTH RECORDS AND HEALTH CARE TREATMENT

Check each that you agree to:

- Information related to the scheduling of meetings or other appointments
- Information related to billing and payment
- Completed forms, including forms that may contain sensitive, confidential information
- Information of a therapeutic or clinical nature, including discussion of personal material relevant to my treatment
- My health record, in part or in whole, or summaries of material from my health record
- Other information. Describe: _____

BY THE FOLLOWING NON-SECURE MEDIA: How can we contact you?

- Unsecured email.
- SMS text message (i.e. traditional text messaging) or other type of “text message.”
- Other media. Describe: _____.

TERMINATION

I can terminate this authorization at any time in writing with Luminous Counseling & Consulting, LLC. OR this authorization will terminate 90 days after I am discharged as a client of Luminous Counseling & Consulting, LLC.

I have been informed of the risks, including but not limited to my confidentiality in treatment, of transmitting my protected health information by unsecured means. I understand that I am not required to sign this agreement in order to receive treatment. I also understand that I may in writing terminate this authorization at any time.

I understand that Luminous Counseling & Consulting, LLC makes available the following means of communication that are designed to be secure, and I still choose to authorize to the above-named non-secure means:

- Lockbin (encrypted email)
- Facsimile (secure page transfer)



Client Signature: _____

Date: _____



Mental Health Screening Form III

YES	NO	QUESTION
		Have you ever talked to a psychiatrist, psychologist, therapist, social worker, or counselor about an emotional problem?
		If YES, Explain:
		Have you ever felt you needed help with your emotional problems, or have you had people tell you that you should get help for your emotional problems?
		If YES, Explain:
		Have you ever been advised to take medication for anxiety, depression, hearing voices, or for any other emotional problem?
		If YES, Explain:
		Have you ever been seen in a psychiatric emergency room or been hospitalized for psychiatric reasons?
		If YES, Explain:
		Have you ever heard voices no one else could hear or seen objects or things which others could not see?
		If YES, Explain:
		Have you ever been depressed for weeks at a time, lost interest, or pleasure in most activities, had trouble concentrating and making decisions, or thought about killing yourself?
		If YES, Explain:
		Have you ever attempt to hurt or kill yourself?
		If YES, Explain:



	<p>Have you ever had nightmares or flashbacks as a result of being involved in some traumatic/terrible event? For example, warfare, gang fights, fire, domestic violence, rape, incest, car accident, being shot or stabbed?</p>
	<p>If YES, Explain:</p>
	<p>Have you ever experienced any strong fears? For example, of heights, insects, animals, dirt, attending social events, being in a crowd, being alone, being in places where it may be hard to escape or get help?</p>
	<p>If YES, Explain:</p>
	<p>Have you ever given in to an aggressive urge or impulse, on more than one occasion that resulted in serious harm to others or led to destruction of property?</p>
	<p>If YES, Explain:</p>
	<p>Have you ever felt that people had something against you, without them necessarily saying so, or that someone or some group may be trying to influence your thoughts or behavior?</p>
	<p>If YES, Explain:</p>
	<p>Have you ever experienced any emotional problems associated with your sexual interests, your sexual activities, or your choice of sexual partner?</p>
	<p>If YES, Explain:</p>
	<p>Was there ever a period in your life when you spent a lot of time thinking and worrying about gaining weight, becoming fat, or controlling your eating? For example, by repeatedly dieting or fasting, engaging in too much exercise to compensate for binge eating, taking enemas, or forcing yourself to throw up?</p>
	<p>If YES, Explain:</p>
	<p>Have you ever had a period of time when you were so full of energy an your ideas came very rapidly, when you talked nearly non-stop, when you moved quickly from one activity to another, when you needed little sleep, and believed you could do almost anything?</p>



	If YES, Explain:
	Have you ever had spells or attacks when you suddenly felt anxious, frightened, uneasy to the extent that you began sweating, your heart began to beat rapidly, you were shaking or trembling, your stomach was upset, you felt dizzy or unsteady, as if you would faint?
	If YES, Explain:
	Have you ever had a persistent, lasting thought or impulse to do something over and over that caused you considerable distress and interfered with normal routines, work, or your social relations? Examples would include repeatedly counting things, checking and rechecking on things you had done, washing and rewashing your hands, praying, or maintaining a very rigid schedule of daily activities from which you could not deviate.
	If YES, Explain:
	Have you ever lost considerable sums of money through gambling or had problems at work, in school, with your family and friends as a result of gambling?
	If YES, Explain:
	Have you ever been told by teachers, guidance counselors, or others that you have a special learning problem?
	If YES, Explain:

Please fill out this biographical background form as completely and honestly as possible. All information is confidential and protected under HIPAA unless specifically excluded by mandated reporting laws. It will help in our work together. Please print clearly and bring it with you to the first session. Please add, on a separate page, any information that you do not have room for.

DO YOU HAVE ANY DIFFICULTY READING, WRITING, SPEAKING, OR HEARING ENGLISH **Y** **N**

IF YES PLEASE EXPLAIN IF YOU CAN AND NOTIFY COUNSELOR BEFORE PROCEEDING:

LEGAL NAME: _____

NAME YOU WISH TO BE CALLED: _____

SEX: _____ GENDER: _____ SEXUAL ORIENTATION: _____



DATE and PLACE OF BIRTH: _____ AGE: _____

RACE: _____ ETHNICITY: _____

SOCIAL SECURITY NUMBER: _____ - _____ - _____

ADDRESS _____

How many times in your entire life have you moved _____

TELEPHONES: Cell: _____ Home: _____ Work: _____

May we leave messages at all these numbers? Yes _____ No, Please Specify: _____

PERSON & PHONE # TO CONTACT IN EMERGENCY: _____

HIGHEST GRADE/DEGREE OBTAINED: _____ TYPE OF DEGREE: _____

WERE YOU EVER IN THE MILITARY **Y N** DISCAHRGED/RETIRED **Y N**

REASON FOR DISCHARGE _____

TOTAL YEARS IN MILLITARY _____

CURRENT OCCUPATION former, if retired: _____

PROFESSIONAL LICENSES _____

WORK HISTORY SPANNING AT LEAST THE PAST 10 YEARS

NAME OF EMPLOYER/ CITY/STATE/ POSITION/ SALARY/ REASON FOR LEAVING/ DATES OF EMPLOYMENT

1. _____

2. _____

3. _____

4. _____

5. _____

PRESENTING PROBLEM why are you seeking counseling? Be as specific as you can: when did it start, how does it affect you:



Estimate the severity of above problem: Mild ____ Moderate ____ Severe ____ Very severe ____

CURRENT: Marital status: _____ Live with someone: _____

Name: _____ Years: _____

PAST & PRESENT MARRIAGE/S/ RELVANT RELATIONSHIPS names, years together, and statement about the nature of the relationship/s, i.e., friendly, distant, physically/emotionally abusive, loving, hostile:

PRESENT SPOUSE/PARTNER: Education: _____

Occupation: _____

CHILDREN/STEP/GRAND names/ages & brief statement on your relationship with the person:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

PARENTS/STEPPARENTS name/age or year of death/cause of death, occupation, personality, how did he/she treat you, brief statement about the relationship:

Father: _____

Mother: _____

Stepparents: _____

SIBLINGS name/age, if deceased age and cause of death and brief statement about the relationship:

- 1. _____
- 2. _____
- 3. _____

CURRENT MEDICAL DOCTOR/S name/phone #/reason seen:



PAST/PRESENT MEDICAL CARE major medical problems, surgeries, accidents, falls, illness, etc. please be specific:

MEDICATION you have taken or are presently taking, dosage and why:

PAST/PRESENT DRUG/ALCOHOL use/abuse including abuse of over the counter or prescribed medications, also any groups NA, AA or treatment facilities and dates:

SUICIDE ATTEMPT/S or VIOLENT BEHAVIOR describe: ages, reasons, circumstances, how, etc.:

FAMILY MEDICAL describe any illness that runs in the family: e.g., cancer, epilepsy, etc:

IMPORTANT FRIENDSHIPS, COMMUNITY INVOLVEMNT, INVOLVMENT WITH CHURCH:



ARESST/CRIMINAL HISTORY, list ALL arrests, age at arrest, including dropped charges, and all outcomes including incarceration/probation/ parole/ restitution:

ABUSE have you ever been physically, emotionally, and or sexually abused? Have you ever been physically, emotionally, sexually abusive to someone else? Please explain ages, situation, type of abuse, relationship, dates and if this is currently taking place.

What is your primary goal in counseling?

What gives you the most joy or pleasure in your life?

What are your main worries and fears?

What are your most important hopes or dreams?

Please add, on a separate page, any other information you would like me to know about you and your situation.

Print Client Name: _____

Person filling out this form if other than client: _____

Relationship to client: _____



Signature of person filling out form: _____



Agreement for Psychotherapy Services and Informed Consent for Psychotherapy

My Name: _____ Date of Birth: _____

I hereby consent to engage in psychotherapy with my counselor and Luminous Counseling & Consulting, LLC.

CLIENT RIGHTS:

1. I understand that I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment; nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled. Consent must be revoked in writing.

CONFIDENTIALITY:

2. I understand that all information disclosed within sessions and all written records pertaining to those sessions are confidential and may not be revealed to anyone without my written permission except where disclosure is required by law.

WHEN DISCLOSURE IS OR MAY BE REQUIRED BY LAW:

3. I understand some circumstances where disclosure is required or may be required by law are: A reasonable suspicion of child, dependent, or elder abuse or neglect; I present a danger to myself, to others, to property, or gravely disabled; Or when my family members communicate to Luminous Counseling & Consulting LLC and its agents that I present a danger to myself or others. I understand that disclosure may also be required pursuant to a legal proceeding by or against me. I understand that if I place my mental status at issue in litigation initiated by me, the defendant may have the right to obtain the psychotherapy records and/or testimony by Luminous Counseling & Consulting LLC and its agents. I understand that in couples and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege does not apply between the couple or among family members. I understand that Luminous Counseling & Consulting LLC and its agents utilize a "no-secrets" policy when conducting family or marital/couples therapy. This means that if I were to participate in family, and/or marital/couples therapy, my therapist is permitted to use information obtained in an individual session that I may have had with him/her, when working with other members of my family. I understand that this also extends to communication between sessions as well. I understand that Luminous Counseling & Consulting LLC and its agents will use his/her clinical judgment when revealing such information. I understand that Luminous Counseling & Consulting LLC and its agents will not release records to any outside party unless it is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client. I understand that the dissemination of any personally identifiable information shall not occur without my written consent unless it is mandated by law. I understand that the Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers, documents, and other items and prohibits the therapist from disclosing to the patient that the FBI sought/obtained the items under the Act.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:

4. I understand that disclosure of confidential information will be required by my health insurance carrier or HMO/PPO/MCO/EAP in order to process any claims. I understand that if I instruct Luminous Counseling & Consulting LLC and its agents, only the minimum necessary information will be communicated to the carrier. I understand that Luminous Counseling & Consulting LLC and its agents has no control over, or knowledge of, what insurance companies do with the information it submits or who has access to this information. I understand that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to my future capacity to obtain health insurance, life insurance or even a job. I understand that the risk stems from the fact that mental health information is likely to be entered into insurance company's computers and is likely to be reported to the national medical data bank under the omnibus health care act. I understand that accessibility to company's computers or to the national medical data bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. I understand that medical data from insurance companies or the national medical data bank database can be legally accessed by law enforcement and other agencies.

EMERGENCY:

5. I understand that my therapist may not be available at times of emergency. I understand that and I agree to seek medical help and go to the nearest hospital or emergency care and/or call 911 if there is an emergency. I understand if there is an emergency during therapy, or in the future after termination, where Luminous Counseling & Consulting LLC and its agents becomes concerned about my personal safety, the possibility of me injuring myself or someone else, or about me receiving proper psychiatric care, it will do whatever it can within the limits of the law, to prevent me from injuring myself or others and to ensure that I receive the proper medical care. For this purpose, Luminous Counseling & Consulting LLC and its agents may also contact the person whose name I have provided on the biographical sheet and/or contact the appropriate authorities.

CONSULTATION:

REV 10/01/2017

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there can be light..again

3315 Bob Wallace Ave SW #107, Huntsville, AL 35805

©INITIAL HERE _____

☎ : 256-586-9'95

☎ : 256-304-5381

✉ : joshua@luminouscounseling.org

🌐 : www.LuminousCounseling.org



6. I understand that Luminous Counseling & Consulting LLC and its agents consult regularly with other professionals regarding his/her clients and business decisions; however, each client's identity remains confidential. Some examples of consultation are but not limited to accounting, psychiatrist, web design, office staff, and other counselors.

E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:

7. I understand that electronic communication may only be used for scheduling or questions about appointments. Tone of voice, emotions, and other important communication factors are sometimes assumed or misunderstood in electronic communication so it is important to maintain the work in our scheduled session. I understand that computers, unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easy to access by unauthorized people and hence can compromise the privacy and confidentiality of such communication. I understand that emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. I am aware that all emails are retained in the logs of my internet service provider as well as Luminous Counseling & Consulting LLC and its agent's internet service provider. I understand that while it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider.

I understand that while the data on Luminous Counseling & Consulting LLC and its agent's devices are encrypted. I understand that it is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. I understand that Luminous Counseling & Consulting LLC and its agent's devices are equipped with firewalls, virus protection, passwords, and it backs up all confidential information from its devices on a regular basis onto an encrypted cloud service. I understand that I should notify Luminous Counseling & Consulting LLC and its agents if I decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. I understand that if I communicate confidential or private information via unencrypted email, texts, or e-fax or via phone messages, to Luminous Counseling & Consulting LLC and its agents will assume that I have made an informed decision, and shall view it as my agreement to take the risk that such communication may be intercepted. I understand that I should not use texts, email, voice mail, or faxes for emergencies.

CLIENT RECORDS AND REVIEW PROCEDURES:

8. I understand that state/federal laws and the standards of Luminous Counseling & Consulting LLC and its agent's profession require that it keep treatment records for at least 7 years. I understand that that clinically relevant information from emails, texts, and faxes are part of the clinical records. I understand that unless otherwise agreed to, Luminous Counseling & Consulting LLC and its agents may but is not required to retain clinical records longer than what is mandated by law. I understand that if I have concerns regarding my treatment records, I will discuss them with Luminous Counseling & Consulting LLC and its agents. I understand as a client, I have the right to review or receive a summary of my records at any time, except in limited legal or emergency circumstances or when Luminous Counseling & Consulting LLC and its agents assess that releasing such information might be harmful for me in any way. I understand that in such a case, Luminous Counseling & Consulting LLC and its agents will provide the records to an appropriate and legitimate mental health professional of my choice. I understand that considering all of the above exclusions, if it is still appropriate and upon my request, Luminous Counseling & Consulting LLC, and its agents will release information to any agency/person I specify only with a written consent, verbal consent is not valid. I understand that when more than one client is involved in treatment, such as in cases of couples and family therapy, Luminous Counseling & Consulting LLC and its agents will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

TELEPHONE PROCEDURES:

9. I understand that if I need to contact Luminous Counseling & Consulting LLC and its agents between sessions, I can leave a message at the answering service (256) 686-9195 and my call will be returned as soon as possible. Luminous Counseling & Consulting LLC and its agents check messages a few times during the daytime only, unless unavailable. I understand that Luminous Counseling & Consulting LLC and its agents will make every effort to communicate to me when it will be unavailable during normal operating hours. I understand that an emergency may arise for Luminous Counseling & Consulting LLC and its agents and that communication of unavailability may not be possible. I understand that if an emergency situation arises for me, I will utilize the procedures outlined in the *emergency* section. I understand that Luminous Counseling & Consulting LLC and its agents check email or faxes daily and should not be used to communicate emergencies.

PAYMENTS & INSURANCE REIMBURSEMENT:

10. I understand that I am expected to pay the standard fee. All other fees such as travel, letters, testifying, assessments, and testing will be determined on an individual basis. I understand that payment is due at the time of service. I understand that telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon beforehand. I understand that and will notify Luminous Counseling & Consulting LLC and its agents if any problems arise during the course of therapy regarding my ability to make timely payments. I understand that if I carry medical/mental insurance these professional services are rendered and charged to me and not to the insurance company. I understand that unless agreed upon differently, Luminous Counseling & Consulting LLC and its agents can provide me with a copy of my receipt on a monthly basis, which I can then submit to my insurance



company for reimbursement, if I so choose. I understand that as was indicated in the section, *Health Insurance & Confidentiality of Records*, I am aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. I understand that not all issues, conditions, or problems which are dealt with in psychotherapy, are reimbursed by insurance companies. I understand that it is my responsibility to verify the specifics of my coverage. I understand that if my account is overdue Luminous Counseling & Consulting LLC and its agents can use legal or other means (courts, collection agencies, etc.) to obtain payment. I understand that if my account is overdue Luminous Counseling & Consulting LLC and its agents will provide me with a referral but will not continue to see me as a client until payment is made in full.

MEDIATION & ARBITRATION:

11. I understand that all disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. I understand that the mediator shall be a neutral third party chosen by agreement of Luminous Counseling & Consulting LLC and its agents and myself. I understand that the payment of such mediation, if any, shall be determined by the mediator. I understand that the mediator will determine who the fee is to be paid by as part of the mediation agreement. I understand that in the event that mediation is unsuccessful, any unresolved controversy related to his/her agreement should be submitted to and settled by binding arbitration in Madison County, AL in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. I understand that notwithstanding the foregoing, in the event that my account is overdue (unpaid) Luminous Counseling & Consulting LLC and its agents can use legal means (court, collection agency, etc.) to obtain payment. I understand that the prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum and for attorney's fees, in the case of arbitration, the arbitrator will determine that sum.

LITIGATION LIMITATION, SUBPOENAS, & TESTIMONY:

12. Subpoenas

I understand all subpoenas directed to any agent of Luminous Counseling & Consulting LLC must be delivered in person to Joshua Howell or to the person listed on the subpoena. All subpoenas must be delivered during normal business hours.

Testimony

I understand agents of Luminous Counseling & Consulting LLC can provide 2 distinct types of testimony:

Witnesses of fact includes prior/current clients of Luminous Counseling & Consulting LLC. I understand that should any agents of Luminous Counseling & Consulting LLC be requested to write a letter on any court related matter that they will not be stipulating in writing or in person as to an opinion. Agents of Luminous Counseling & Consulting LLC may only provide observations and feedback. At no time will any agents of Luminous Counseling & Consulting make a recommendation in regards to custody or any other court related matter.

Expert witness does not include prior/current clients of Luminous Counseling & Consulting LLC. Courts or lawyers generally bring in expert witnesses to evaluate/test those involved in legal matters. An expert witness educates the court on mental health situations, policy, makes judgments, recommendations, and states opinions as a mental health expert.

Fees

If you do not pay any debt at the time of service all debts will be referred to a collection agency ten (10) days after the service. You agree to reimburse us the fees of any collection agency. These fees vary and may include other means such as time, preparation, documents and lawyer fees. You agree to pay all reasonable associated fees. In the act of debt collection, you expressly agree that you agree to the release of all personal information in the debt collection. This includes but is not limited to your date of birth, social security number, address, cell phone numbers, landlines, work phone, text messaging, email. You agree to provide current, complete, and accurate information to Luminous and any Collectors working on behalf of us. You may revoke consent to text messaging and email by either paying your debit off or in writing through certified mail. This collection process does not release any medical information.

I understand that if a court order is served and is requesting that an agent of Luminous Counseling & Consulting LLC be present in person and/or there is a request for records, the client's consent will be requested before turning over confidential information. When obtaining this consent, the client will be told exactly what has been requested by court and there is no guarantee that the information will be kept confidential. This includes a client's mental health history, current status and inclusive records and may not be in the best interests of the client. The therapist client relationship does not render the therapist as an advocate. The therapist will withhold any opportunity to engage in a dual relationship with the client. The time shall be billed at Two-hundred (\$200.00) per hour, per person involved for all interaction including but not limited to phone calls, physical presence, copying, and record gathering. I understand that in addition to the time fee there is a fee exceed One-dollar (\$1) per page for the first twenty-five (25) pages, fifty cents (\$.50) per page for each page more than twenty-five (25) pages, a search fee of five dollars (\$5.00) plus the actual cost of mailing the record will be assessed. I understand that payment for records is required prior to sending of records to my attorney.

I understand that should an agent of Luminous Counseling & Consulting LLC be ordered by the court to write a letter to the court, the time shall be billed at Two-hundred (\$200.00) per hour, per person involved. I understand that should an agent from Luminous Counseling & Consulting LLC be court ordered to appear in court, the fee stipulation per person is as follows: Two-thousand (\$2,000.00) per day plus Two-hundred (\$200.00) per hour for travel to and from the court, in addition to any and all travel, lodging, rental, gas, and meal expenses. Court preparation will be billed at Two-hundred (\$200.00) per hour, per person involved as well as records fee as stipulated if needed.



I understand that all agents of Luminous Counseling & Consulting will not be “on-call” at any time. Should a case be trailed, the agent of Luminous Counseling & Consulting LLC will be paid in full for each day as well as an additional: Two-thousand (\$2,000.00) per day as it hinders the agent of Luminous Counseling & Consulting LLC ability to be available to other clients.

I understand all court fees must be received by cashier’s check 14 business days prior to the court date, made out to Luminous Counseling & Consulting LLC, or by credit card, again 14 days prior to court, a 3% fee is added to credit card charges. I understand that the check should include each day of testimony, estimated court preparation time, and records fee, and is not the final amount to be paid as preparation, travel, lodging, rental, gas, and meal expenses cannot be calculated until conclusion of the agent of Luminous Counseling & Consulting LLC involvement. Should the court calendar the hearing for another date, the agent of Luminous Counseling & Consulting LLC must be re-issued a court order with the new court hearing date. Should the agent of Luminous Counseling & Consulting LLC be on vacation, the party initiating the court order must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:

13. I understand that I may benefit from psychotherapy, but that results cannot be guaranteed or assured. I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of Luminous Counseling & Consulting LLC and its agents, my condition may not improve, and in some cases may even get worse. I understand that however, participation in therapy generally results in a number of benefits including but not limited to improving interpersonal relationships and resolution of the specific concerns that led me to seek therapy. I understand that working toward these benefits, however, requires an effort on my part. I understand that psychotherapy requires my active involvement, honesty, and openness in order to change thoughts, feelings, and/or behaviors. I understand that therapy involves risks as well. I understand that risks could include the possibility of experiencing uncomfortable levels of feelings such as sadness, guilt, anxiety, anger, loneliness, and helplessness. I understand that therapy often requires recalling experiences, some of which may be unpleasant. I understand that therapy may involve making changes that can feel threatening to me or to those close to me. I understand that should I experience any negative effects I will inform Luminous Counseling & Consulting LLC and its agents immediately. I understand that if I or Luminous Counseling & Consulting LLC and its agents determine that I am not benefiting from treatment, either of us may elect to initiate a discussion of my treatment alternatives. I understand that treatment alternatives may include, among other possibilities, referral, changing treatment plan, or terminating my therapy. I understand that during the course of therapy, Luminous Counseling & Consulting LLC and its agents is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit me. I understand that these approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. I understand that Luminous Counseling & Consulting LLC and its agents do not provide medication or prescription recommendations, nor legal advice, as these activities do not fall within his/her scope of practice.

TREATMENT PLANS AND TERMINATION:

14. I understand that within a reasonable period of time after the initiation of treatment, Luminous Counseling & Consulting LLC and its agents will discuss with me his/her working understanding of the problem, treatment plan, therapeutic objectives, and his/her view of the possible outcomes of treatment. I understand that if I have any unanswered questions about any of the procedures used in the course of my therapy, the possible risks, Luminous Counseling & Consulting LLC and its agent’s expertise in employing them, or about my treatment plan, I agree to ask and Luminous Counseling & Consulting LLC and its agents, will try to fully answer any questions. I understand I have the right to ask about other treatments for my condition and the risks and benefits associated with treatment. I understand that the length of my treatment and the timing of the eventual termination of my treatment depend on the specifics of my treatment plan and the progress I achieve. I understand that termination may occur at any time and may be initiated by myself or, Luminous Counseling & Consulting LLC and its agents. I understand that Luminous Counseling & Consulting LLC and its agents request that if a decision to terminate is being made that a final session may be scheduled to explore the reasons for termination. I understand that termination itself can be a constructive and useful process. I understand that if any referral is needed or requested, it will be made at that time.

I understand that as set forth above, after the first few sessions, Luminous Counseling & Consulting LLC, and its agents will assess if its services can be of benefit to me. I understand that Luminous Counseling & Consulting LLC and its agents do not work with clients who, in its opinion, it cannot help for a variety of reasons. I understand that in such a case, if appropriate, Luminous Counseling & Consulting LLC, and its agents will give me a referral that I can choose to contact. I understand that if at any point during psychotherapy Luminous Counseling & Consulting LLC and its agents either assesses that it is not effective in helping me reach the therapeutic goals, perceive me as non-compliant or non-responsive, and if I am available and/or it is possible and appropriate to do, it will discuss with me the termination of treatment and conduct pre-termination counseling. I understand that in such a case, if appropriate and/or necessary, Luminous Counseling & Consulting LLC and its agents will provide me with a referral that I can contact. I understand that if I give written consent, Luminous Counseling & Consulting LLC and its agents will provide the necessary information to the referral point.

DUAL RELATIONSHIPS:



15. I understand that dual relationships are typically avoided but there may be circumstances in which this is not possible. I understand that therapy never involves sexual or any other dual relationship that impairs Luminous Counseling & Consulting LLC and its agents objectivity, clinical judgment, or that can be exploitative in nature. I understand that Luminous Counseling & Consulting LLC and its agents will assess carefully before entering into a non-exploitative dual relationships with me. I understand that it is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. I understand that Luminous Counseling & Consulting LLC and its agents will never acknowledge working with me without my written permission outside of my therapy session. I understand that should the need arise Luminous Counseling & Consulting LLC and its agents will discuss with me the often-existing complexities, potential benefits, and difficulties that may be involved in dual or multiple relationships.

SOCIAL NETWORKING AND INTERNET SEARCHES:

16. I understand that Luminous Counseling & Consulting LLC and its agents do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, Google Reader, etc.). I understand that Luminous Counseling & Consulting LLC and its agents believe that adding clients as friends or contacts on these sites can compromise my confidentiality and my respective privacy. I understand that it may also blur the boundaries of our therapeutic relationship. I understand that if I have questions about this I will bring them up during a session.

I understand that Luminous Counseling & Consulting LLC and its agents keep a Facebook Page for the professional practice to allow people to share blog posts and practice updates with other Facebook users. I understand that all of the information shared on this page is available on the company website.

I understand that I am welcome to view the company Facebook Page and read or share articles posted there but, again doing so might compromise my confidentiality. I understand that the American Counseling Association ethics code prohibits Luminous Counseling & Consulting LLC and its agents from soliciting testimonials from me. I understand that I should be able to subscribe to the page via RSS without becoming a Fan and without creating a visible, public link to the company page. I understand that I am more than welcome to do this.

I understand that Luminous Counseling & Consulting LLC and its agents publish a blog on the company website and Luminous Counseling & Consulting LLC and its agents post counseling news and updates on Twitter. I understand that Luminous Counseling & Consulting LLC and its agents have no expectation that I as a client will follow the company blog or Twitter stream. I understand that if I choose to use an easily recognizable name on Twitter and Luminous Counseling & Consulting LLC and its agents happen to notice that I have followed them there, we may briefly discuss it and its potential impact on our working relationship.

I understand that Luminous Counseling & Consulting LLC's primary concern is my privacy. I understand that if I share this concern, there are more private ways to follow the company on Twitter (such as using an RSS feed or a locked Twitter list), which would eliminate me from having a public link to company content. I understand that I am welcome to use my own discretion in choosing whether to follow the company. I understand that Luminous Counseling & Consulting LLC and its agents will not follow me back. Luminous Counseling & Consulting LLC and its agents only follow other health professionals on Twitter and Luminous Counseling & Consulting LLC and its agents do not follow current or former clients on blogs or Twitter. I understand that if there are things from my online life that I wish to share with Luminous Counseling & Consulting LLC and its agents I should bring them into a session where we can view and explore them together, during the therapy session.

I understand that I should not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact Luminous Counseling & Consulting LLC and its agents. I understand that these methods are not secure and Luminous Counseling & Consulting LLC and its agents may not read these messages in a timely fashion. I understand that I should not use Wall postings, @replies, or other means of engaging with Luminous Counseling & Consulting LLC and its agents in public online. I understand that engaging with Luminous Counseling & Consulting LLC and its agents in this way could compromise my confidentiality. I understand that it may also create the possibility that these exchanges become a part of my legal medical record and will need to be documented and archived in my chart.

I understand that if I need to contact Luminous Counseling & Consulting LLC and its agents between sessions, the best way to do so is by phone, 256-686-9195. I understand that direct email at staff@luminouscounseling.org is second best for quick, administrative issues such as changing appointment times. I understand that I can see the *E-MAILS, CELL PHONES, COMPUTERS, AND FAXES* section for more information regarding email interactions.

I understand that it is not a regular part of Luminous Counseling & Consulting LLC and its agents practice to search for clients on Google or Facebook or other search engines. I understand that in extremely rare exceptions may be made during times of crisis. I understand that if Luminous Counseling & Consulting LLC and its agents have a reason to suspect that I am in danger and I have not been in touch with Luminous Counseling & Consulting LLC and its agents via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find me, find someone close to me, or to check on my recent status updates) becomes necessary as part of ensuring my safety and welfare. I understand that these are unusual situations and if Luminous Counseling & Consulting LLC and its agents ever resort to such means, Luminous Counseling & Consulting LLC and its agents will fully document it and discuss it with me when we next meet.

I understand that I may find Luminous Counseling & Consulting LLC on sites such as Yelp, Google, Healthgrades, Yahoo, Bing, or other places which list businesses. I understand that some of these sites include forums in which users rate their providers and add reviews. I understand that many of these sites comb search engines for business listings and automatically add listings regardless of



whether the business has added itself to the site. I understand that if I should find a Luminous Counseling & Consulting LLC listing on any of these sites, that the listing is not a request for a testimonial, rating, or endorsement from me as a client. I understand that the American Counseling Association ethics code states that it is unethical for counselors to solicit testimonials. I understand that I have a right to express myself on any site I wish, but due to confidentiality Luminous Counseling & Consulting LLC and its agents cannot respond to any review on any of these sites whether it is positive or negative. I understand that Luminous Counseling & Consulting LLC and its agents urge me to take my own privacy as seriously as Luminous Counseling & Consulting LLC and its agents takes its commitment of confidentiality to me. I understand that should I use these sites to communicate indirectly with Luminous Counseling & Consulting LLC about my feelings about our work, there is a very reasonable possibility that Luminous Counseling & Consulting LLC and its agents may never see it, and if they do, they cannot respond. I understand that if I do choose to write something on a business review site, Luminous Counseling & Consulting LLC and its agents hope that I will keep in mind that I might be sharing personally revealing information in a public forum. I understand that Luminous Counseling & Consulting LLC and its agents urge me to at least create a pseudonym that is not linked to my regular email address or friend networks for my own privacy and protection. I understand that if I use location-based services on my mobile phone, tablet, laptop, etc. I need to be aware of the privacy issues related to using these services. I understand that Luminous Counseling & Consulting LLC and its agents do not place the company as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. but these check-in locations can be created and shared by anyone. I understand that if I have GPS tracking enabled on my device, it is possible that others may surmise that I am a therapy client due to regular check-ins at Luminous Counseling & Consulting LLC and its agent's office on a regular basis. I understand the risk that if I am intentionally or unintentionally "checking in," from Luminous Counseling & Consulting LLC office or if I have a passive GPS app enabled on my phone. I understand that if I have questions or concerns about any of these policies and procedures or regarding our potential interactions on the internet, I will bring them to the attention of Luminous Counseling & Consulting LLC and its agents so that we can discuss them.

CANCELLATION:

17. I understand that Luminous Counseling & Consulting LLC and its agents or service, collects all information on a valid credit/debit card for all clients. I understand that since the scheduling of an appointment involves the reservation of time specifically for me, a minimum of forty-eight hours (48) (2 full days) notice is required for re-scheduling or canceling an appointment. I understand that voice mail is reachable 24 hours a day, 7 days a week. I understand and agree to late cancellation policy, and will be charged at the full regular fee. I am responsible for these charges, not an insurance carrier, or other third party service. I understand that the credit card on file will be charged for missed appointments unless I make other payment arrangements prior to the missed appointment. I understand that if I use insurance that insurance does not pay for missed appointments and that I am responsible for the full fee of the session.

CHILDREN:

18. I understand that Luminous Counseling & Consulting LLC and its agents do not provide care for my children and cannot be responsible for any child that is left unsupervised in the waiting room. I understand that Luminous Counseling & Consulting LLC and its agents ask that I do not bring children unless they are the ones receiving counseling themselves. I understand that it is also suggested that I do not bring children into the counseling session for myself. I understand an important key to counseling is honesty, openness, and discussion. I understand that the concern from Luminous Counseling & Consulting LLC and its agents is that I may not be able to engage in these delicate discussions that counseling may involve with my children in the room.

Medical:

19. I understand that Luminous Counseling & Consulting LLC and its agents recommend that I obtain a thorough physical medical exam prior to commencing therapy. I understand that this is especially important if I am suffering from but not limited to symptoms of anxiety, depression, headaches, and/or weight gain/loss. I understand that these symptoms may be biologically caused or may be present for a physical reason.

Agreement for Psychotherapy Services and Informed Consent for Psychotherapy:

20. I understand that this agreement can be changed at any time, for any reason by Luminous Counseling & Consulting LLC. I understand that if the agreement changes while I am an active client I will be informed of and be required to sign my agreement to said changes. I understand that therapy can be terminated at any time by Luminous Counseling & Consulting LLC and its agents. I understand that Luminous Counseling & Consulting LLC and its agents are required to provide a referral in normal discharge situations, but not for non-routine discharges. I understand that Luminous Counseling & Consulting LLC and its agents has no ethical obligation to keep me as a client for any reason.

Professional Will:

21. I understand that should your primary counselor/therapist become incapacitated I will be contacted by an agent of Luminous. You may have the opportunity to continue treatment at Luminous with another provider, but this is not guaranteed.



[SIGNATURE PAGE FOLLOWS]

I have read, fully understood, and unequivocally agree with the information provided above. I have discussed it with Luminous Counseling & Consulting LLC and its agents, and all of my questions have been answered to my satisfaction.



My Name (print) _____

My Signature _____ Date _____

Staff Signature: _____ Date _____