

CLIENT SERVICES AGREEMENT AND INFORMED CONSENT

Psychotherapy Information Disclosure Statement

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

Psychological Services

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This framework helps to create the safety necessary to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you.

Confidentiality

Excluding a few certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. This right of confidentiality belongs to you, and you are free to discuss your therapy with whomever you choose. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you. You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality. If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential

The following are legal exceptions to your right to confidentiality. I would inform you of any time when I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately. Once such a report is filed, I may be required to provide additional information.
3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.
4. If a judge orders the release of client records or compels me to testify in court, therapists are required to do so. This does not include subpoena requests from attorneys, but does include validly executed search warrants signed by a judge.
5. If, at any time, I have concerns about a particular issue, I may discuss that issue with a qualified and trustworthy attorney, but the privilege extends to that attorney who must also maintain this confidentiality and may only discuss the issue with me.
6. Certain pieces of confidential information must be discussed with staff and services used to obtain payment through insurance and authorizations, in which I will only release as much information as is

necessary to complete these required tasks. Though the staff and services must maintain confidentiality, I do not have control what these services do once the information is in their hands.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy with me.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

Record-keeping

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location that cannot be accessed by anyone else. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. In most cases, I am allowed to charge a copying fee of \$.25 per page (and for certain other expenses).

Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the *DSM-IV*; I have a copy in my office and will be happy to review it with you to help learn more about what it says about your diagnosis.

Appointments

Appointments will ordinarily be about an hour in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 business hours notice. If you miss a session without canceling, or cancel with less than 24 hour business notice, you are responsible for a **\$65.00 fee**. The only exception to this rule about cancellation is if you would endanger yourself or others by attempting to come (for instance, driving on icy roads without proper tires), or if you or someone whose caregiver you are has fallen ill suddenly. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

Professional Fees

You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by credit card, check or cash; there may be a small service fee to process credit card charges as payment. Any checks returned to my office are subject to an additional fee of up to \$25.00 to cover the bank fee that I incur. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

Individual Therapy

The standard fee for the initial intake is \$130.00 and each subsequent hourly session is \$100.00.

Couples and Family Therapy

The standard fee for the initial intake is \$130.00 and each subsequent hourly session is \$115.00.

Hourly rate for all services related to court cases is \$200.00 due to the complex nature of these interactions.

Insurance

If your therapy is being paid for in full or in part by insurance or managed care (MC) firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for

treatment, and assist you in advocating with the MC company as needed. Such firms also usually require some sort of detailed reports of your progress in therapy, such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy. We can also discuss options available for out of pocket payment at that time if you'd like to continue working with me.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by credit card, check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance. If I am not a participating provider for your insurance plan (out of network) I will supply you with a receipt of payment for services which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

Therapy Approaches and Risks

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

Often times, therapists work in conjunction with medication management provided by a psychiatrist. I'm happy to offer a referral for you if you are interested in learning more about this option. I may also suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest.

Contacting Me

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice. I am available for brief between session phone calls during normal business hours. If you are experiencing an emergency when I am out of town,

or outside of my regular office hours (after 7:30 pm weekdays or over the weekend), please call Holly Hill Respond at (919) 250-7000. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance. You may also reach me via email,

for the purposes of general inquiry and/or to request an appointment. I will make all attempts to respond to emails in a timely manner. Please be aware, though, that email is not a secure form of communication. I cannot protect against the possibility that information you send over email might be intercepted by unwanted parties. As a general rule, refrain from disclosing any sensitive personal information over email. I may not respond to lengthy emails of a personal nature.

____ By initialing here, you acknowledge that any attempt to communicate over electronic means is a consent to an electronic response of similar nature unless specifically stated otherwise in the electronic communication. If you do not initial this section, I will not reply over electronic means unless that communication will not include any confidential information.

Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to expect that I will not have social or sexual relationships with clients or with former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist

Termination

You normally will be the one who decides when therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not, in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, any of my staff or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the North Carolina Board of Licensed Professional Counselors at (919) 661-0820, located in Garner NC 27529. Alternatively, you may complain to the North Carolina Substance Abuse Professional Practice Board, Post Office Box 10126 Raleigh, NC 27605. You are also free to discuss your complaints about me with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do that you don't like, since you are the person who has the right to decide what you want kept confidential.

Client Consent to Psychotherapy

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Printed Name of Client

Signature of Client

Date

Signature of Parent/Legal Guardian

Date

Signature of Parent/Legal Guardian

Date

Signature of Therapist

Date