

Carol G. Fountain Wooten, M.A., L.P.C., N.C.C
THERAPIST-CLIENT SERVICES AGREEMENT
CHARLES A. SCHAEFER, PH.D., INC.

Welcome. This document contains important information about our practice and its business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law designed to protect your privacy and your rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with the attached Notice of Privacy Practices that explains HIPAA and how it affects you. The law also requires that we obtain your signature acknowledging that you have received this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can address any questions you have about the procedures before your next session. When you sign this document, it will also represent an agreement between you, your therapist, and Charles A. Schaefer, Ph.D., Inc. You may revoke this Agreement in writing at any time. That revocation will be binding except for information already disclosed; obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

MENTAL HEALTH AND CONSULTATION SERVICES. Services vary depending on your needs, and your therapist's approaches. There are many different methods used to deal with the issues that you hope to address.

Your initial session(s) will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a plan to follow, if you decide to continue with our services. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Treatment/consultation involves a commitment of time, money, and energy, so you should be careful about the therapist you select. If you have questions about procedures, they should be discussed with your therapist whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another professional for a second opinion.

MEETINGS. When an appointment time is scheduled, you will be expected to pay for it unless you provide at least 48 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

PROFESSIONAL FEES AND PAYMENT Our therapists set their own fees. Please discuss this during your visit. If you want to set up a payment plan, you may also discuss this during your visit.

You will be expected to pay for each session at the time it is held, unless another schedule is agreed upon or unless you have insurance coverage. If we file your insurance, you are expected to make your co-pay at each visit. Payment schedules for other professional services (such as report writing, extended telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, or legal testimony) will be agreed to when they are requested. We accept cash and personal checks. There will be a \$20 service charge for returned checks.

If your account has not been paid for more than 60 days and you have not made arrangements for payment, we have the option of using legal means to secure the payment. This may include collection agency or small claims court which will require disclosing otherwise confidential information. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

INSURANCE REIMBURSEMENT In order for you to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Your therapist will fill out required forms and provide you with assistance in receiving the benefits to which you are entitled; however, you (*not your insurance company*) are responsible for full payment of your bill. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Our office will provide you with any information we have based on our experience and will be happy to help you in understanding the information

you receive from your insurance company. If your failure to comply with your insurance company's requirements regarding choice of therapists, authorizations, or other issues results in the denial of claims, you will be responsible for paying in full. If your coverage changes, it is your responsibility to notify the therapist and to comply with your new policy.

You should also be aware that your contract with your health insurance company requires that we provide a clinical diagnosis and information about the services provided to you. Sometimes your therapist must provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, every effort will be made to release only the minimum information about you that is necessary for the purpose requested. 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, we 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. You will be provided with a copy of any report submitted if you request it. By signing the appropriate section of this Agreement, you agree to the provision of requested information to your carrier. If you need to file your own insurance, you may use your billing invoice. Please remember to include your policy information.

Once we have all of the information about your insurance coverage, your therapist will discuss what you can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the potential problems described above [unless this is prohibited by contract].

CONTACTING YOUR THERAPIST. Therapists are normally not available by telephone because of client appointments. Your call will be received by your therapist's voice mail. Therapists do check their voice mail and make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please leave information about times when you will be available. In emergencies, if the therapist has not responded to your call in the time you need, please call 911. Generally, if your therapist will be unavailable for an extended time, you will be provided with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY. The law protects the privacy of all communications between a client and a therapist. Several types of communications and the consent they require are discussed below.

1) Generally, information about your treatment can be released to others only if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA.

2) There are other situations, however, that require only that you provide written, advance consent. Your signature on this Agreement provides consent for the following:

Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case.

- During a consultation, every effort is made to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. You will not be told about these consultations unless your therapist feels that it is important to your work together.
- Your therapist practices with other mental health professionals and employs administrative staff. In many cases, some protected information may be shared with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- We also have contracts with other vendors such as software providers and an accountant. As required by HIPAA, we have a formal business associate contract with any of these other businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If therapists believe that a client presents an imminent danger to his/her health or safety, they may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

3) There also are some situations where therapists are permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that are provided to you, such information is protected by the therapist-client privilege law. Information cannot be provided without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against a therapist, that therapist may disclose relevant information regarding that client in order to defend him/herself.
- If a client files a worker's compensation claim, and services are being compensated through workers compensation benefits, a therapist must, upon appropriate request, provide a copy of the client's record to the client's employer or the North Carolina Industrial Commission.

4) In addition, there are some situations in which we are legally obligated to take actions, which are necessary to attempt to protect others from harm and which may require revealing some information about a client's treatment. These situations are unusual in our practice. They include the following:

- If there is cause to suspect that a child under 18 is abused or neglected, or reasonable cause to believe that a disabled or Elderly adult is in need of protective services, the law requires that a report be filed with the County Director of Social Services. Once such a report is filed, additional information may be required.
- If there is reason to believe that a client presents an imminent danger to the health and safety of another, we may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and will limit disclosure to only what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that any questions or concerns that you may have now or in the future be discussed. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

E-MAIL, CELL PHONE, AND FAX COMMUNICATION. It is very important to be aware that e-mail and cell phone (also cordless phone) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify your therapist at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

PROFESSIONAL RECORDS. You should be aware that, pursuant to HIPAA, your therapist may keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that are set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records received from other therapists, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and/or others or the record makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them with your therapist, or have them forwarded to another mental health professional so you can discuss the contents. (There normally will be a charge for copying records). The exceptions to this policy are contained in the attached Privacy Notice. If your request for access to your records is refused, you have a right of review, which will be discussed with you upon request.

In addition, your therapist may also keep a set of Psychotherapy Notes. These Notes are for your therapist's use and are designed to assist in providing you with the best treatment. While the contents of Psychotherapy Notes

vary from client to client, they can include the contents of your conversations with your therapist, an analysis of those conversations, and how they impact on your therapy. They may also contain particularly sensitive information that you may reveal to your therapist that is not required to be included in your Clinical Record and information revealed to your therapist confidentially by others. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without a separate written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

CLIENT RIGHTS HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that your therapist amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to view and copy your records,. Your therapist will be happy to discuss any of these rights with you. These rights are explained further in the Privacy Notice.

LITIGATION LIMITATION. Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters that may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

MINORS & PARENTS. Children over the age of eighteen have the right to independently consent to and receive mental health treatment without parental consent and, in that situation, information about that treatment cannot be disclosed to anyone without the child's agreement. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment and this requires that some private information be shared with parents. It is our policy only to share information that is considered necessary with his/her parents. This includes general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Parents will also be provided with a summary of their child's treatment when it is complete. Any other communication will require the child's Authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case, the parents will be notified of this concern. Before giving parents any information, this will be discussed with the child, if possible, and an attempt will be made to handle any objections he/she may have.

REALITY CENTER MINISTRIES. Carol G. Fountain Wooten, M.A., L.P.C. is an employee of *Charles A. Schaefer, Ph.D., Inc.* and provides *pro bono* counseling services at Reality Center in Durham, NC for New Horizons and other participating students. In order to provide the best possible care for students, she will consult with Reality Center and New Horizons staff regarding student needs. We do not discuss students casually. The extent of information gathered is solely for the purpose of treatment.

YOUR SIGNATURES ON THE FOLLOWING PAGE INDICATE THAT YOU HAVE 1) BEEN GIVEN THIS AGREEMENT AND 2) READ AND AGREE TO ITS TERMS. IT ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA PRIVACY NOTICE FORM DESCRIBED ABOVE.

