

LIMITS ON CONFIDENTIALITY (Cont.)

In some situations, your counselor is legally obligated to take actions to attempt to protect others from harm. In doing so, your counselor may have to reveal some information about your treatment.

•**To prevent abuse or neglect.** If your counselor has cause to suspect that a child or a disabled adult is being abused or neglected, the law requires that he/she file a report with the county Director of Social Services.

•**To prevent imminent danger to others.** If your counselor believes that you present an imminent danger to the health and safety of another, he/she may be required to take protective actions, including initiating hospitalization, warning the potential victim, and/or calling the police.

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

The law protects the privacy of all communications between a client and a counselor. In all other situations, your counselor can only release information about your treatment to others if you sign a written Authorization for Release of Information form.

PROFESSIONAL RECORDS

Clinical Record. This record includes information about your reasons for seeking services, the ways in which your problem impacts on your life, your diagnosis, treatment goals, your progress toward those goals and your billing records. Except in unusual circumstances, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. However, because these are professional records, they can be misinterpreted by untrained readers, and we require that you review them in your counselor's presence, or have them forwarded to another mental health professional so you can discuss the contents with that professional. **We may charge a copying fee of \$.75 per page (\$10 minimum).**

Psychotherapy Notes. In addition, your counselor may choose to keep a set of Psychotherapy Notes for his/her own use in order to provide you with the best treatment. They may contain sensitive information you reveal which is not required to be included in your Clinical Record, and kept separate from your Clinical Record. They are not available to you and cannot be sent to anyone else. Insurance companies cannot require these as a condition of coverage, nor penalize you in any way for your refusal to provide it. We would be required to release these records only with a court order.

CLIENT RIGHTS

HIPAA provides you with several rights about your Clinical Record and disclosures of protected health information. These rights include requesting that your counselor amend your record; requesting an accounting of any disclosures of protected health information to which you have neither consented 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 a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Your counselor will be happy to discuss any of these rights with you.

MINORS & PARENTS

In North Carolina, minors must have parental consent to receive mental health treatment. If the child's parents are divorced, you will be asked to provide proof of legal custody prior to services being provided. While privacy in psychotherapy is very important, parental involvement is also essential to successful treatment and this requires that some private information be shared with parents. For children under 13, our policy is to share whatever information we consider necessary with the parents. For children 13 and over, we request an agreement between the client and the parents allowing us to share general information about attendance at appointments, the progress of the child's treatment, and any reason to believe the child is in danger or a danger to someone else. Any other communication requires the child's authorization.

Revised 11/17



Agreement for Services

Welcome to the Counseling Group. This Agreement contains information about our professional services, business policies, the Health Insurance Portability and Accountability Act (HIPAA). The attached Privacy Notice explains HIPAA in greater detail. Please read these documents carefully, and ask any question you have. When you sign, it will represent an agreement between us. You may revoke this Agreement in writing at any time.

SERVICES

Counseling can include individuals, families, couples, or groups. Counseling methods vary depending on the approach of the counselor and the particular needs of the client.

Counseling can have benefits and risks. Since it may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, it often leads to better relationships, solutions to specific problems, and reductions in feelings of distress. But there are no guarantees of what you will experience.

The first session, or **Initial Evaluation**, involves an evaluation of your needs and a recommendation of treatment will be offered by your counselor.

Counseling may involve a large commitment of time, money, and energy, so you should be very thoughtful about the counselor that you choose.

If your doubts persist, your counselor will be happy to help you set up a meeting with a different counselor. Your success is the main goal.

Psychological evaluations are another service provided by some of our clinical staff. These typically involve interviews and may also involve taking psychological tests. If this is the service you are seeking, the counselor conducting the evaluation will explain the procedures to you.

APPOINTMENTS

The sessions are generally for 50-60 minutes and are scheduled with a frequency consistent with your goals and with both you and your counselor's schedule. Office hours are generally 9:00 am—5:00 pm Monday through Friday. Each counselor offers at least one day a week of evening appointments available on a first come, first serve basis. **If you cannot keep an appointment once it has been scheduled, you are expected to provide 24 hours notice of cancellation. Inadequate notice will result in a \$65 charge to your account or loss of one EAP session. Insurance companies do not provide reimbursement for cancelled or missed sessions.**

CONTACTING YOUR COUNSELOR

Due to work schedules, counselors are usually not immediately available by telephone. Office hours vary with each counselor. If you need to change an appointment, have a question about your bill, or need to speak with someone urgently, please speak to the office staff. The staff can direct you to your counselor's confidential voicemail if you need to get a message to him/her. For after-hours emergencies, you may follow our automated telephone greeting to reach the counselor on call.

PROFESSIONAL FEES (subject to change)

Initial Evaluation	\$160
Session (50-60 min)	\$130
Psychological Evaluations per hr.	\$130
Legal/Court Services per hr.	\$250

EMPLOYEE ASSISTANCE PROGRAMS (EAP)

EAP services are counseling sessions which a company has pre-purchased for its employees. The employee and their household members are allowed counseling for a limited number of session at no cost. If you are here through your EAP, please inform the office staff. Your counselor will explain how many sessions are provided in your plan. Some psychological evaluations are not covered. If further sessions are necessary to meet your goals, the office staff will make arrangements to file your insurance.

BILLINGS AND PAYMENTS

Unless you have an Employee Assistance Program benefit, you will be expected to pay for each session at the time it is held, unless otherwise agreed ahead of time. We accept cash, checks, MasterCard, Visa, American Express and Discover. Many Health Savings Cards can apply to your charges as well. **There is a \$30 service charge for returned checks.**

If your account has not been paid for more than 60 days or arrangements for payment have not been agreed upon, we have the option of using a collection agency or court to assist us in securing payment. You will be offered alternative options in furthering your care.

INSURANCE

In order for you and your counselor to set realistic treatment goals, 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. Our office will file claims and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled. **However, you (not your insurance company) are responsible for full payment of fees.** It is very important that you find out exactly what mental health services your insurance policy covers. In order to reimburse for services, your health insurance company requires that your counselor provide certain information. This information always includes a clinical diagnosis.

Companies sometimes require additional clinical information such as treatment plans or copies of your Clinical Record. In such situations, we will make every effort 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. At that point, it is up to your insurance company to maintain a confidential and secure system. Your signature to this agreement allows us to release your information to your insurance company for this purpose.

LIMITS ON CONFIDENTIALITY

Your signature provides consent for these activities: **Consulting other health or mental health professionals about your care.** In these situations, every effort is made to avoid revealing your identity, and other professionals are also legally bound to keep the information confidential.

Mandatory EAP referrals. If you are being required to come by your employer, your counselor will need to inform Human Resources whether you are following through with the recommendations of your counselor.

Scheduling, billing, and quality assurance by our office staff. All of the counselors in this practice are bound by the same rules of confidentiality. All office staff members have been given training about protecting your privacy.

Contracting with other businesses. Our practice also has contracts with computer network specialists, accountants, and a collection agency. All have signed a contract agreeing to maintain the confidentiality of this data.

Protecting your safety. If your counselor believes that you present an imminent danger to your own health or safety, he/she may be obligated to seek hospitalization for you, or to contact family members or others who can help provide protection.