

**Albemarle Counseling Group**  
**Psychotherapist-Client Services Agreement / Consent to Treatment**

Welcome to treatment. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient 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 this office provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. **The law requires that your therapist obtain your signature at the end of this session acknowledging that this information has been provided to you.** Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us and your consent to treatment with this office. You may revoke this Agreement in writing at any time. That revocation will be binding to your therapist unless we have taken action in reliance on it; if there are obligations imposed on your therapist 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.

**COUNSELING / PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client, and the particular problems you are experiencing. There are many different methods your therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your clinician will be able to offer you some first impressions of what the work will include and a treatment plan to follow, if you decide to continue with therapy. You have a right to refuse treatment without the threat of termination of services except as outlined in statute G.S 122C-57 (d). You also have a right to treatment, including right to medical care for treatment of physical ailments and habilitation, regardless of age or degree of disability. Clients will participate in the development of their treatment plan and may have access to this document, if requested. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about the procedures, you and your clinician should discuss them whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

You should understand that you are an active participant in the treatment process and that you share responsibility for the outcome of treatment. This responsibility includes informing the therapist of any information that may be relevant to the problems or conditions being treated, assisting in setting the goals of treatment, following therapeutic advice to the best of your ability, and ending treatment in a responsible manner.

**MEETINGS**

Each clinician is restricted by their license, ethics, training and expertise to practice only within his/her scope of competency. Your therapist will normally conduct an evaluation that will last from one to 4 sessions. During this time, you can both decide if your therapist is the best person to provide the services you need in order to meet your treatment goals. Sessions are generally 30 to 60 minutes. Due to scheduling, appointment times will be strictly enforced. Clients who miss two consecutive appointments may not be rescheduled and only after all fees are paid.

**NO SHOW/CANCELLATION POLICY**

We understand that situations arise in which you must cancel your appointment. It is therefore requested that if you must cancel your appointment, you provide more than 24 hours notice. This will enable for another person who is waiting for an appointment to be scheduled in that appointment slot. With cancellations made less than 24 hours notice, we are unable to offer that appointment to other people.

Office appointments which are cancelled with less than 24 hours notification may be subject to a **\$75.00 cancellation fee** where permitted by law and insurance contracts.

Patients who do not show up for their appointment without a call to cancel their appointment will be considered as NO SHOW.  Patients who No-Show three (3) or more times in a 12 month period, may be dismissed from the practice thus they will be denied any future appointments. Patients may also be subject to a \$75.00 fee for No Show. Patients may appeal their dismissal from the practice by requesting a "dismissal appeal form" from their therapist. Upon review by management, patients may be reinstated for future appointments on a case-by-case basis.

**The Cancellation and No Show fees are the sole responsibility of the patient and must be paid in full before the patient's next appointment.**

We understand that Special unavoidable circumstances may cause you to cancel within 24 hours. Fees in this instance may be waived but only with management approval.

Our practice firmly believes that good clinician/patient relationship is based upon understanding and good communication.

Questions about cancellation and no show fees should be directed to the Billing Department (252)-335-2018.

**PROFESSIONAL FEES**

The hourly fee is \$175 for intake, \$150 for a 53 min. psychotherapy session, \$125 for a 37 min. psychotherapy session, and \$125 per unit for psychological testing. In addition to weekly appointments, this office charges an hourly fee for other professional services you may need, though we may break down the cost if the clinician works for periods of less than one hour. Other services would include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of your therapist. There will be a \$25 fee for any checks returned for non-sufficient funds.

If you become involved in legal proceedings that require your clinician's participation, you will be expected to pay for all of the therapist's professional time, including preparation and transportation costs (mileage reimbursement will be at the current federal rate), even if your clinician is called to testify by another party. Because of

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the difficulty of legal involvement, this office charges a minimum of \$250 to prepare for court, reschedule clients and/or appear for any subpoena. Conferences, preparation time, waiting time and driving time are billed at \$100 per hour. The therapist's time giving testimony is billed at \$150 per hour. If necessary, hotel and food expenses will be billed at cost. If the court date is cancelled within 24 hours, a fee of \$250 will be charged. Therapists will not testify without a direct order from the courts.

#### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a client and a social worker or psychologist. Release and disclosure of PHI may occur only with consent unless it is an emergency or for other exceptions as detailed in the NC General Statute and/or the Code of Federal Regulations. There are other situations that require only that you provide written, advance consent. **Your signature on this Agreement provides consent for those activities, as follows:**

- Clinicians may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don't object, clinicians will not tell you about these consultations unless we feel that it is important to our work together.
- You should be aware that your therapist practices with other mental health professionals and that this office employs administrative staff. In most cases, there is a need to share protected information with these individuals for both clinical and administrative purposes, such as emergency coverage, 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.
- Clinicians also have contracts with [collections agency, cleaning service, legal and accounting services, etc.]. As required by HIPAA, we have a formal business associate contract with this/these businesses, in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, your therapist 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.

There are some situations where your psychotherapist is 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 your clinician provided you, such information is protected by the mental health professional-patient privilege law. Your therapist cannot provide any information 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 the court is likely to order your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it for them.
- If a client files a complaint or lawsuit against their psychotherapist, we may disclose relevant information regarding that client in order to defend ourselves.
- If a client files a worker's compensation claim, and your therapist's services are being compensated through workers compensation benefits, your clinician must, upon appropriate request, provide a copy of the client's record to the client's employer or the North Carolina Industrial Commission.

There are some situations in which clinicians are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and your therapist may have to reveal some information about a client's treatment.

- If your therapist has cause to suspect that a child under 18 is abused or neglected, or if clinicians have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that the therapist file a report with the County Director of Social Services. Once such a report is filed, the clinician may be required to provide additional information.
- If a clinician believes that a client presents an imminent danger to the health and safety of another, they may be required to disclose information without consent in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.
- If your clinician believes that a client presents an imminent danger to his/her own health or safety, the therapist may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

In the case of joint custody of a child and a minor is being treated through, the parent with whom the child does not reside may be informed of the child's treatment here. Both parents have a legal right to be informed of their child's treatment and progress. Both parents are allowed equal access to their child's medical record. If such a situation arises, your clinician will make every effort to fully discuss it with you before taking any action and the therapist will limit any disclosure to what is necessary.

Substance abuse information and information regarding health conditions such as HIV / AIDS are protected under NC General Statutes (122C) and the Federal Health Privacy Law (45 C.F.R. Parts 160 and 164) and the Federal Drug and Alcohol Confidentiality Law (42 C.F.R. Part 2.)

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

Upon request you will be provided with a notice of Privacy Practices. You should understand that it is your responsibility to read this notice and to ask your therapist for any additional clarification. The Privacy Practices are also posted in the waiting room.

#### **PROFESSIONAL RECORDS**

The laws and standards of our profession require that therapists keep Protected Health Information about you in your Clinical Record. 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) or 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, clinicians recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, this office is allowed to charge a copying fee. Proprietary published test record forms may not be inspected and / or copied secondary to copyright restrictions. If you are refused access to records, you have a right of review, which will be discussed with you upon request.

#### **BILLING AND PAYMENTS**

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You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, your therapist may be willing to negotiate a fee adjustment or payment installment plan.] An invoice may be sent to your home for any outstanding balance. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, this office has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require your therapist to disclose otherwise confidential information. In most collection situations, the only information the clinician releases 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 and your therapist 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. This office will fill out forms 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 psychotherapy fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that your contract with your health insurance company requires that therapists provide it with information relevant to the services that we provide to you. Your therapist is **required** to provide a clinical diagnosis and actual dates of sessions. Sometimes the clinician is also required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your therapist 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 and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, this office has no control over what they do with it once it is in their hands. Your clinician will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that your therapist can provide requested information to your health insurance carrier. It is important to remember that you always have the right to pay for your psychotherapy services yourself to avoid the problems described above [unless prohibited by contract.]

#### CONTACTING YOUR THERAPIST

Due to the work schedules, your clinician often will not be immediately available by telephone. While therapists are usually in the office between 9 AM and 5 PM, they probably will not answer the phone when with a client. When your therapist is unavailable, the telephone is answered by voice mail or by the secretary who can contact the therapist. Your clinician will 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 share some times when you will be available in the message. [In after-hour emergencies, you should contact the therapist by calling our crisis line at (757) 490-4117.] If you are unable to reach a clinician, and feel that you can't wait for us to return your call, contact Mobile Crisis or the nearest emergency room. If your clinician will be unavailable for an extended time, he / she will provide you with the name of a colleague to contact, if necessary.

#### CONSENT TO EMAIL OR TEXT USAGE FOR APPOINTMENT REMINDERS AND OTHER HEALTHCARE COMMUNICATIONS

Patients in our office may be contacted via email and/or text messaging to remind you of an appointment, to obtain feedback on your experience with our healthcare team, and to provide general health reminders or information. If at any time I provide an email or text address at which I may be contacted, I consent to receiving appointment reminders and other healthcare communications/information at that email or text address from the practice.

\_\_\_\_\_(Patient Initials) I consent to receive text messages from the practice at my cell phone and any number forwarded or transferred to that number or emails to receive communication as stated above. I understand that this request to receive emails and text messages will apply to all future appointment reminders/feedback/health information unless I request a change in writing.

The **cell phone number** that I authorize to receive text messages for appointment reminders, feedback, and general health reminders/information is \_\_\_\_\_.

The **email** that I authorize to receive email messages for appointment reminders and general health reminders/feedback/information is \_\_\_\_\_.

This practice does not charge for this service, but standard text messaging rates may apply as provided in your wireless plan (contact your carrier for pricing plans and details).

\_\_\_\_\_(Patient initials) I **do NOT** consent to receive Text or email reminders for appointments/feedback/health information from the practice.

#### COMPLAINTS

If you are concerned that this office has violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the Privacy Officer at 252-335-2018. A response to the complaint will be made within 72 business hours. You will be provided with a notice, either verbally or in writing, with a final result within 60 days. Any explanation will be given at that time. There are additional complaint review processes that are outlined in the Notice of Privacy Practices.

#### CONTACT INFORMATION FOR DISABILITY RIGHTS AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES:

You have the right to contact NC Disability Rights and/or the Department of Health and Human Services (DHHS) with regards to you experience of services within the context of treatment by Gemini Johnson, MSW LCSW in her professional position as a psychotherapist at Albemarle Counseling Group.

To contact Disability Rights: Toll Free: 877-235-4210 Phone: 919-856-2195 TTY: 888-268-5535 FAX: 919-856-2244 Email: [info@disabilityrightsncc.org](mailto:info@disabilityrightsncc.org)

To contact DHHS: Phone: 919-855-5480 or DHHS, 2001 Mail Service Center, Raleigh, NC 27699-2001

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE INFORMATION IN THIS DOCUMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.** If you are consenting to treatment for another person, you **MUST** be legally responsible for the individual and entitled to consent to treatment for them.

\_\_\_\_\_  
Signature  
Client or Legally Responsible Person

\_\_\_\_\_  
Date

Initial to indicate understanding \_\_\_\_\_

\_\_\_\_\_  
Printed Name

for

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Initial to indicate understanding \_\_\_\_\_