

PATRICIA O. SPROUSE LCMHC

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CLIENT-THERAPIST SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) 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 information protections and 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 I 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 I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. The revocation will be binding unless I have taken action in reliance on it; if there are obligations imposed on me 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.

Psychological Services

Psychotherapy is not easily described. It varies depending on the personalities of the therapist and client and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address however, my theoretical orientation, or how I approach therapy, is cognitive-behavioral. This theory states that a large majority of an individual's emotional problems stem from their thoughts or beliefs about themselves and the world. These beliefs shape how an individual will perceive a given event. These thoughts drive a person's feelings and their behaviors. Once one is aware of their beliefs work can be done to help them challenge and modify the beliefs that are keeping them "stuck". Consequently, a person's feelings and behavior will also be modified. It is at this point where real change in a person's life occurs.

In order for your therapy to be successful a very active effort on your part is required. Not only will we work together to determine the goals and course of treatment but you will have to work on things we talk about both during our sessions and at home.

Therapy 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, therapy 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, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. Included in the treatment plan are diagnoses that will guide our work together. These diagnoses of a client's current mental state will become a part of the client's permanent record. Please note that it is my policy that I focus on treatment of the individual and I do not make recommendations or give opinions regarding custody or visitation. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Meetings

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If therapy is begun, I will usually schedule one approximately 55-minute session (one appointment hour of approximately 55 minutes duration) per week or every other week at a time we agree on. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours' advance notice of cancellation or unless we both agree that you were unable to attend due to circumstances beyond your control. If I do not receive any notice and you do not attend your session you will also be charged the full amount. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions.** If you fail to attend a session without calling to cancel two times, depending on extenuating circumstances, any future appointments will be either be "double booked". In other words, I will schedule an appointment for you when I have another client scheduled. If that client cancels, you may have that session hour. If that client attends their session, you will be rescheduled in another "double booked" appointment. Arrangements for future dedicated appointments can be discussed when a commitment to treatment is shown through continued contact and attendance at double booked appointments. I also reserve the right to refer you to another clinician after two "no show" appointments.

Professional Services

My hourly fee is \$150. Additional services such as report writing, consulting with physicians, writing reports, and time spent performing any other service you may request of me will be billed at a prorated rate depending on time. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$175 per hour for preparation and attendance at any legal proceeding.

You will be expected to pay for each session at the time that it is held, unless we agree otherwise or if you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. I do accept credit cards however there is a \$3 convenience fee. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements have not been agreed upon, I have 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 me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his or 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 us 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 (including Medicaid), it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. 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. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

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 authorization before they 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 much can be accomplished in short term therapy, some clients feel that they need more services after insurance benefits end.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I 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, 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. By signing this Agreement, you agree that I can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we 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 my services yourself and avoid the problems described.

Contacting me

Due to my work schedule, I am often not immediately available by telephone. Though I have my work phone with me during the work day (approximately 10am to 5pm) I do not answer my phone during sessions. My telephone is answered by voicemail that I check frequently. Be sure to leave me your phone number in case I check messages while I am not in my office and do not have access to your file. I will make every effort to return your call promptly, with the exception of evenings, weekends and holidays, when I return the call as soon as possible until 5pm. After 5pm I will answer emergency calls only. I will use my clinical judgment to determine if your call warrants a crisis. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name and phone number of a colleague to contact, if necessary. You are welcome to contact me via text or email as well. If you choose to text or email (or want me to contact you in that fashion) please note that these are not secure methods of communication.

Limits on confidentiality

The law protects the privacy of all communications between a patient and a therapist. In most situations I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. 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:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During consultation I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Therapist's Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If I believe that a client presents imminent danger to his or her health or safety, I may be obligated to seek hospitalization for him or her or to contact family members or others who can help provide protection.

There are some situations where I am 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 I provided you, such information is protected by the therapist-client privilege law. I 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 a court would be likely to order me to disclose information.

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, and my services are being compensated through workers compensation benefits, I 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 I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment:

- If I have cause to suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the Department of Social Services. Once such a report is filed I may be required to provide additional information.
- If I believe that a client presents an imminent danger to the health and safety of another I 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 I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, 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, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Professional records

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you. This 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 we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, 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 records makes reference to another person (unless such other person is a health care provider) and I believe 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge the copying fee (and for certain other

expenses) of \$.50 per page. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request. Please note that your Record is kept in a locked file cabinet within my office. This cabinet is accessible to one clinician with whom I share space. However, your confidentiality is of utmost importance and every effort is made to maintain this confidentiality.

Cultural Competency

In my practice as a therapist, it is my intention to fully abide by the National Board of Certified Counselors (NBCC) including standards on cultural awareness and social diversity. The NBCC Code of Ethics states that shall not use counseling techniques or engage in any professional activities that discriminate against or show hostility towards individuals or groups based on gender, ethnicity, race, national origin, sexual orientation, disability, religion or any other legally prohibited basis.” I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this to my attention immediately. Grievance policy procedures are also explained further in the Privacy Notice.

Client rights and responsibilities

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of Protected Health Information (PHI). These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints that you make about policies and procedures recorded in your records; and the right to a paper copy of this Agreement and my privacy policies and procedures.

Declaration of policy on clients' rights

It is the policy of the State to assure basic human rights to each client of a facility. These rights include the right to dignity, privacy, humane care, and freedom from mental and physical abuse, neglect, and exploitation. Each facility shall assure to each client the right to live as normally as possible while receiving care and treatment. It is further the policy of this State that each client who is admitted to and is receiving services from a facility has the right to treatment, including access to medical care and habilitation, regardless of age or degree of mental illness, developmental disabilities, or substance abuse. Each client has the right to an individualized written treatment or habilitation plan setting forth a program to maximize the development or restoration of his capabilities (According to NC General Statutes Chapter 122C Article 3122C-51)

Disability Rights North Carolina

Each client shall be informed of his right to contact the Governor's Advocacy Council for Persons with Disabilities (GACPD), the statewide agency designated under federal and State law to protect and advocate for the rights of persons with disabilities: Clients are hereby informed of their rights to contact Disability Rights North Carolina. Disability Rights North Carolina can be contacted toll free at 877-235-4210. They may also be reached by phone at 919-856-2195, TTY at 888-268-5535, or by FAX at 919-856-2244. Their email address is info@disabilityrightsnnc.org and their mailing address is 3724 National Drive, Suite 100, Raleigh, NC 27612.

The Right to Consent to or Refuse Treatment

In accordance with 10 A NCAC 27D .0303 INFORMED CONSENT (c) Each voluntary client or legally responsible person has the right to consent or refuse treatment/habilitation in accordance with G.S. 122C57(d). A voluntary client's refusal of consent shall not be used as the sole grounds for termination or threat of termination of service unless the procedure is the only viable treatment/habilitation option available at the facility. Consent may be withdrawn at any time by the person who gave consent.

Each client has the right to an individualized written treatment or habilitation plan

(10A NCAC 27G .0205) Setting forth a program to maximize the development or restoration of his capabilities. The plan shall be developed based on the assessment, and in partnership with the client or legally responsible person, or both, within 30 days of admission for clients who are expected to receive services beyond 30 days. The plan shall include (1) client outcome(s) that are anticipated to be achieved by provision of the service and a projected date of achievement; (2) strategies; (3) staff responsible; (4) a schedule for review of the plan at least annually in consultation with the client or legally responsible person or both; (5) basis for evaluation or assessment of outcome achievement; and (6) written consent or agreement by the client or responsible party, or a written statement by the provider stating why such consent could not be obtained. You are entitled to review your treatment plan and obtain a copy of it from your service provider upon request. Your provider will present you with a copy of your treatment plan within 5 business days of the request or at your next session, whichever is agreed upon between you and your provider.

If you feel that your grievances have not been resolved then you have the right to discuss any complaints with the North Carolina Board of Licensed Clinical Mental Health Counselors. They can be reached in writing at the following address:

North Carolina Board of Licensed Clinical Mental Health Counselors
Post Office Box 77819
Greensboro, North Carolina 27417

Responsibilities: In addition to your rights as a recipient of services, you can help ensure the best treatment outcomes by adopting these responsibilities:

- 1) provide as much information as possible about your health, medical history, and insurance benefits
- 2) provide information about any other care you are receiving
- 3) notify me of any changes in your name, address, or telephone numbers
- 4) ask questions about treatment or expectations, and inform me if you do not agree with any recommendations
- 5) participate in treatment planning
- 6) inform me when and if you'd like to terminate treatment
- 7) respect the rights and property of others, including showing respect and consideration of others
- 8) keep all scheduled appointments that you can
- 9) notify me of any changes in your insurance coverage

Minors and parents

If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement between my patient and his or her parents/caregivers allowing me to share only general information about the progress of the child's treatment. If they agree, I will provide them with only general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify your parents of my concern. Before giving parents any information, I will discuss the matter you, if possible, and do my best to handle any objections you may have.

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Client Name _____ Date of Birth _____

ID _____ (for office use only)

By signing below I attest that I agree to or am giving consent for:

- Client Therapist Contract
I have read the client-therapist agreement and agree to abide by its terms during our professional relationship.
- Privacy Notice
I have received the Privacy Notice of Patricia O. Sprouse LCMHC that explains my rights concerning the privacy of my information and professional records. I understand these rights are designed to protect my privacy while receiving services.
- Rights and responsibilities
I have received a copy of my Rights and Responsibilities and understand my rights and responsibilities as a client or parent/legal guardian.
- Release of Financial Information
I understand that information from my professional record might need to be used for billing and payment purposes. I hereby consent Patricia O. Sprouse LCMHC to release information to my insurance company and/or funding source:
- Permission to seek emergency medical care (10A NCAC 27G.0206) NC General Statute I grant Patricia O. Sprouse LCMHC, permission to seek emergency care from a hospital or physician in the case of an emergency to transfer the individual from the office of Patricia O. Sprouse LCMHC, to said facility or location. and all other exceptions detailed in the General Statutes NCGS 122C 52-56 and in 45 CFR 164.512 of HIPAA.

X _____ Date _____