

Dear

Date:

Welcome to my practice.

In anticipation of our first visit, please review and complete the enclosed documents so that we have more time to talk and get to the reason you've contacted me.

Enclosed you will find the following:

- *Client- Therapist Contract.* Please take the time to read this; it includes a variety of information about my approach to therapy and the basics of my practice that most clients find useful.
- *HIPAA Privacy Notice.* As you know by now, this is a required part of doing business with any health care provider. It spells out how I treat your confidential information.
- *Signature Page.* I've put all the required signatures on one piece of paper for simplicity. You have to pay attention to it, but it is self-explanatory.
- *Client profile.* Name, address, background, symptoms, etc.
- *Directions to my office.*

I look forward to seeing you at our appointment:_____.

Sincerely,

Michelle Whitfield, LCSW

Client- Therapist Contract

Outpatient Services Contract

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

Mental Health Services

Mental health therapy 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. Therapy 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.

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 lead 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. 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.

Sessions

I normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide whether I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session per week or every other week at a time we agree on. If you do not show for a scheduled appointment, you will be expected to pay a \$25 fee unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

Professional Fees, Billing and Payments

I charge \$125 for the intake assessment, which is typically conducted on the first visit. Otherwise, my hourly fee is \$90. 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. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. I accept cash and checks, and charge a \$20 service fee for returned checks.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its' costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of the services provided, and the amount due.

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, 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.

Managed health care companies 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 a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. If your managed health care plan does not allow me to provide services to you once your benefits end, I will do my best to find another provider who will help you continue your psychotherapy. You should also be aware that most insurance companies require that I provide to them a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire records. 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 on 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 insurance carrier.

Once we have all 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 our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problem described above (unless this is prohibited by contract).

Contacting Me

I am often not immediately available by telephone, and I will probably not answer the phone when I am with a client. When I am unavailable, a voice mail will take messages. I check this regularly and will make every effort to return your call within 24 hours, with the exception of weekends and holidays. Be sure to leave me your phone number in case I listen to your message while I am not in my office and do not have access to your file.

In case of a crisis and you are unable to reach me at (919) 812-2214, or feel that you can't wait for me to return your call, please contact the crisis line or go to the local emergency room and ask for the psychiatrist on call. Cardinal Innovations Healthcare Solutions 24-hour Access/Crisis line for Alamance-Caswell and Orange-Person-Chatham is: (800) 939-5911. In case of a life-threatening emergency please call 911.

If I will be unavailable for an extended time, I will provide you with the name and number of a colleague to contact, if necessary.

Professional Records

You should be aware that, pursuant to HIPAA I might 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 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, your progress towards those goals, 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 your self and/or others or the record makes reference to another person (unless such other person is a health 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.

Confidentiality

In general, the law protects the privacy of all communications between a client and a psychotherapist, and I can release information about our work to others only with your written permission. But there are a few exceptions:

- A judge can order my testimony in a court proceeding.
- If I believe a child or elder is being abused, I am obligated by law to report it to the appropriate state agency.
- If a client is threatening serious bodily harm to another, I am required to take protective action.
- If a client threatens to harm himself or herself, I am obligated to contact family, friends, the police or the hospital to ensure the client's safety.

Patient 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 provider amend your records; 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 my policies and procedures recorded in your records; and the right to review and copy your records. I 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 confidential nature of the therapeutic process it is my policy to not participate or get involved in any court proceedings. I do not participate in court proceeding because it is counterproductive to the therapy process, and keeps therapy safe and confidential. If you need a mental health professional to testify or get involved in court proceedings, then it would be in the best interest of both of us for you to seek services from a mental health professional who specializes in providing legal services, such as evaluations and court reports. In some situations, I may agree to write a report about a client's progress in therapy, in which both parents would receive a copy of that report.

Please note that if I am ever subpoenaed to appear in a court action involving services that were provided to you or a family member, I charge \$90/hour for the time it takes to talk to attorneys, prepare reports, and appear in court.

Minors

Children over the age of 18 have the right to independently consent to and receive mental health treatment without parental consent, and information about treatment cannot be disclosed to anyone without the child's agreement. Confidentiality for children under 18 is very important, but parental involvement is also and requires that some of the child's private information be shared with parents. It is my policy only to share information that is considered necessary for parents to evaluate the usefulness of the treatment; this would include general information about the progress of the child's treatment and his/her attendance. In addition, if I feel there is a high risk that the client will seriously harm his or herself or someone else I will notify parents and whomever else I need to of my concern. Before giving parents any information, I will discuss the matter with the client, if possible, and do my best to handle any objections the client has.

Client Profile

Name _____ Date of Birth _____
Address _____
City/State/Zip _____
Home Phone _____ Work _____ Cell _____
Email _____

If Child

Parent/Guardians Name _____ Relationship _____
Address _____ Phone _____
Parent/Guardian's Name _____ Relationship _____
Address _____ Phone _____
School Name _____
School Contact Name _____ Relationship _____

In Case of Emergency notify

Name _____ Relationship _____
Address _____ City/State/Zip _____
Telephone _____ Other Telephone _____

Billing Information

Person Responsible for Bill: _____ Relationship _____
Address _____ City/State/Zip _____
Home Phone _____ Work _____ Cell _____
Employer & Address _____
Social Security Number _____

Insurance Information

Insurance Company _____
Address/City/State/Zip _____
Policy Id.# _____ Group Number _____
Secondary Insurance Company (if applicable) _____
Address/City/State/Zip _____
Policy Id.# _____ Group Number _____

Primary Care Physician

Physician _____ Telephone _____
Address _____ City/State/Zip _____

10. Do you (or your child) have any medical conditions (including allergies) that you would like me to know about?

Symptoms Checklist

Which of the following symptoms are troubling for your child now?

physical/health problems (please describe):

- | | | |
|--|--|---|
| <input type="checkbox"/> <i>too much sleep</i> | <input type="checkbox"/> <i>too little sleep</i> | <input type="checkbox"/> <i>changes in appetite/eating/weight</i> |
| <input type="checkbox"/> <i>tearfulness</i> | <input type="checkbox"/> <i>restlessness/on edge</i> | <input type="checkbox"/> <i>tired a lot</i> |
| <input type="checkbox"/> <i>feelings of worthlessness</i> | <input type="checkbox"/> <i>difficulty making decisions</i> | <input type="checkbox"/> <i>difficulty saying "no" to people</i> |
| <input type="checkbox"/> <i>thoughts of suicide or self-injury</i> | <input type="checkbox"/> <i>thoughts of hurting someone else</i> | |
-

- | | | |
|---|--|--|
| <input type="checkbox"/> <i>difficulty concentrating</i> | <input type="checkbox"/> <i>low motivation</i> | <input type="checkbox"/> <i>nothing is fun</i> |
| <input type="checkbox"/> <i>trouble paying attention</i> | <input type="checkbox"/> <i>easily irritated</i> | <input type="checkbox"/> <i>guilt</i> |
| <input type="checkbox"/> <i>difficulty finishing tasks</i> | <input type="checkbox"/> <i>easily distracted</i> | <input type="checkbox"/> <i>problems with organization</i> |
| <input type="checkbox"/> <i>defiant behavior towards adults</i> | <input type="checkbox"/> <i>lying</i> | <input type="checkbox"/> <i>stealing</i> |
| <input type="checkbox"/> <i>getting angry too much</i> | <input type="checkbox"/> <i>not getting angry enough</i> | <input type="checkbox"/> <i>aggressive behavior</i> |
-

- | | | |
|--|--|---|
| <input type="checkbox"/> <i>dizzy or lightheaded</i> | <input type="checkbox"/> <i>chest pains</i> | <input type="checkbox"/> <i>stomach problems</i> |
| <input type="checkbox"/> <i>fears that disrupt your life</i> | <input type="checkbox"/> <i>shyness</i> | <input type="checkbox"/> <i>feeling awkward around people</i> |
| <input type="checkbox"/> <i>rapid heart rate</i> | <input type="checkbox"/> <i>panicky feelings</i> | <input type="checkbox"/> <i>feeling unreal or out of body</i> |
| <input type="checkbox"/> <i>decreased need for sleep</i> | <input type="checkbox"/> <i>racing thoughts</i> | <input type="checkbox"/> <i>spending sprees</i> |
| <input type="checkbox"/> <i>a traumatic experience that lingers in your mind</i> | | <input type="checkbox"/> <i>nightmares</i> |
-

- | | | |
|--|--|---|
| <input type="checkbox"/> <i>paying bills; financial issues</i> | <input type="checkbox"/> <i>workplace (or school) stress</i> | <input type="checkbox"/> <i>legal problems</i> |
| <input type="checkbox"/> <i>alcohol and/or drug use</i> | <input type="checkbox"/> <i>memory problems</i> | <input type="checkbox"/> <i>sexual problems</i> |
| <input type="checkbox"/> <i>suspiciousness of others</i> | | |
| <input type="checkbox"/> <i>hearing or seeing things that aren't there</i> | | |
| <input type="checkbox"/> <i>drastic changes in mood (top of the mountain to down in the dumps)</i> | | |
| <input type="checkbox"/> <i>something else:</i> | | |

How did you hear about my practice?

PRIVACY NOTICE

The Policies and Practices of Michelle Whitfield, LCSW to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW MEDICAL AND PSYCHOLOGICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Your protected health care information (PHI) may be disclosed for treatment, payment and health care operation purposes with your consent. To help clarify these terms, here are some definitions:

"**PHI**" refers to information in your health records that could identify you. "**Treatment**" is the provision, coordination or management of your health care and other services related to your health care. An example of treatment would be consultation with another health care provider, such as your family physician or another psychologist. "**Payment**" is obtaining reimbursement for your health care. Examples of payment are when your health information is disclosed to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage. "**Health Care Operations**" are activities that relate to the performance and operation of my practice. Examples are quality assessment and improvement activities, business related matters such as audits and administrative services, and case management and care coordination. "**Disclosure**" applies to activities outside of this practice group such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Your health information may be used or disclosed for purposes outside of treatment, payment and health care operations only when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when information for purposes outside of treatment, payment and health care operations is requested, your authorization will be obtained before releasing the information. "Psychotherapy notes" are kept separate from the rest of your medical record. These are notes made by myself about your conversation during a private, group, joint, or family counseling session, and are given a greater degree of protection than your general record. They cannot be released on a general authorization request for your medical record. You may revoke all such authorizations at any time, provided each revocation is in writing.

You may not revoke an authorization (1) after information has been released or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

Your health information may be used or disclosed without your consent or authorization in the following circumstances:

- **Child Abuse:** If you give information, which leads me to suspect child abuse, neglect, or death due to maltreatment, that information must be reported to the county Department of Social Services. If asked by the Director of Social Services to turn over information from your records relevant to a child protective services investigation, I must do so.
- **Adult and Domestic Abuse:** If you provide information that gives me reasonable cause to believe that a disabled adult is in need of protective services, this must be reported to the Director of Social Services.
- **Health Oversight:** The North Carolina Social Work Certification and Licensure Board has the power, when necessary, to subpoena relevant records should I be the focus of an inquiry.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services provided to you and/or the records thereof, such information is privileged under state law, and must not be released without your written authorization, or a court order. This privileged information does not apply when you are being evaluated for a third party where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** Your confidential information may be disclosed to protect you or others from a serious threat of harm by you.

- **Workers' Compensation:** If you file a workers' compensation claim, I am required by law to provide your mental health information relevant to the claim to both your employer and the North Carolina Industrial Commission.

IV. Client's Rights and Counselor's Duties

Client's Rights:

- *Right to Request Restrictions* - You have the right to request restrictions on certain uses and disclosures of Protected Health Information about you. Your request must describe in detail the restriction you are requesting. While I make every effort to honor your request, it may not be possible.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* - You have the right to request and receive confidential communications and Protected Health Information by alternatives means and at alternative locations. (For example, you may not want a family member to know that you are seeing someone. If you request it, your bills may be sent to another address.)
- *Right to Inspect and Copy* - You have the right to inspect or obtain a copy (or both) of your Health information. I may deny your access under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* - You have the right to request an amendment of PHI for as long as the PHI is maintained in the records. I may deny the request.
- *Right to Accounting* - You generally have the right to receive an accounting of disclosures of PHY for which you have neither provided consent nor authorization (as described in Section II of this notice).
- *Right to a Paper Copy* - You have the right to obtain a paper copy of this notice upon request, even if you have agreed to receive the notice electronically.

Each of the above rights may be exercised through a written request signed by you or your representative.

Provider's Duties:

- *I am required by law to maintain the privacy of PHI and to provide you with a notice of legal duties and privacy practices with respect to PHI.*
- *I reserve the right to change the privacy policies and practices described in this notice. Unless you are notified of such changes, however, the current terms apply.*
- *If policies and procedures are revised, you will be informed of these by mail of these revisions prior to any release of PHI.*

V. Complaints

You may complain to me directly, or to the Secretary of Health and Human Services about this Notice of Privacy Practices or if you believe your rights under this Notice have been violated.

Grievance Policy Procedure

1. If you have a complaint about the services I provide to you or your child, I encourage you to bring them up with me first.
2. If you are still not satisfied or the problem continues please submit your grievance in writing by completing a grievance form that I will provide to you, and I will try my best to resolve the problem. Bringing a problem to my attention in no way limits the services you receive or cause any action to be taken against you. You will receive a response within 30 days from when your grievance is received.

Also, if you are a Medicaid recipient you can share your concerns with PBH, the government agency that manages Medicaid services. PBH's Anonymous Concern Line is 1-888-213-9687.

You also have the option of contacting the North Carolina Certification and Licensure Board of Social Workers, the agency that granted me my license. They can be reached at: North Carolina Certification and Licensure Board P.O. Box 1043, Asheboro, NC. 27204, or toll free at 1-866-397-5263.

Client Name _____

Date of Birth _____

ID _____

Client Therapist Contract

I have read the client-therapist contract and agree to abide by its terms during our professional relationship.

x _____ Date _____

Privacy Notice

I have received the Privacy Notice of Michelle Whitfield, LCSW 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.

x _____ Date _____

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 Michelle Whitfield, LCSW to release information to my insurance company and/or funding source:

Insurance/Funding Source: _____

Referral Source (if needed for billing purposes): _____

x _____ Date _____