



# TAR HEEL

## Human Services, P.C.

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

DOB: \_\_\_\_\_

### Client Contract

This contract contains information about our services and the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a new federal law that provides privacy 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. A Notice of Privacy Practices (NPP) is attached to this contract and explains HIPAA in greater detail. The law requires that we obtain your signature acknowledging that we provided you with this information. Signing this agreement also represents an agreement between us. You may revoke this contract in writing at any time which will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process claims; or if you have not satisfied any financial obligations you have incurred.

#### SERVICES

Tar Heel Human Services, Inc. provides a range of services, including but not limited to: individual therapy, family therapy, group therapy, psychological testing, psychiatric treatment, and speech-language services. We work within a multi-disciplinary team approach, and have on-staff professionals from many disciplines

When you call to make an appointment with us, we will schedule an intake appointment with one of our therapists that will last at least 50 minutes. You will be asked to arrive at least 20 minutes early to your appointment to fill out paperwork that will include information about your concerns and personal history. The first session will involve an evaluation of your needs. By the end of the evaluation, we will be able to offer you some first impressions of what our work will include and a treatment plan. You should evaluate this information along with your own opinions of whether you feel comfortable working with Tar Heel Human Services, Inc. If therapy is begun, we will usually schedule one 50-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide **24** hours advance notice of cancellation. Therapy involves a large commitment of time, money, and energy, so you should weigh the decision to begin therapy carefully. If you have questions about our procedures, we should discuss them whenever they arise in order to best serve your needs.

#### PROFESSIONAL FEES

Please refer to the fee schedule as our fees vary depending on the service being provided. We reserve the right to change fees at any time, however, you will be notified before such a change occurs. The hourly cost will be broken down for periods of less than one hour. Please be aware that you can be charged for other services including report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, emergency after-hour face-to-face or phone consultation, preparation of records or treatment summaries, and the time spent performing any other service you may request of us. If you become involved in legal proceedings that require our participation, you will be expected to pay for our professional time, including preparation and transportation costs, even if we are called to testify by another party. See the fee schedule for costs related to preparation and attendance at legal proceedings.

#### CONTACTING YOUR THERAPIST

Due to the work schedule, therapists are often not immediately available by telephone. While usually in the office between 8 AM and 5 PM, they will not answer the phone when with a client. When unavailable, telephones are answered by voice mail. We 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 leave times when you will be available. If you are unable to reach your therapist and feel that you can't wait for him or her to return your call, contact your family physician or the nearest emergency room and ask for the Mental Health Professional on call.

#### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a clinician. In most situations, we only

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**DOB:** \_\_\_\_\_

release information about your treatment to others if you sign a written authorization form. There are other situations that require that you provide written, advance consent. Your signature on this contract provides consent for those activities, as follows:

- ✓ We occasionally consult with other health and mental health professionals about a case. The other professionals are legally bound to keep the information confidential. Typically, we will not tell you about these consultations only if we feel that it is important to our work together. We will chart all consultations.
- ✓ You should be aware that our practice includes numerous mental health professionals. PHI is shared with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the professionals and staff members are bound by the same rules of confidentiality.
- ✓ Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this contract.
- ✓ If we believe that a patient presents an imminent danger to his/her health or safety, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are permitted or required to disclose information **without** your consent:

- ❑ If you are involved in a court proceeding and a request is made for information concerning the services that we provided you, such information is protected by the therapist-patient privilege law. We 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 us to disclose information.
- ❑ If a government agency requests information for health oversight activities, we may be required to provide it for them.
- ❑ If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
- ❑ If a client files a worker's compensation claim and our services are being compensated through workers compensation benefits, we must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.

There are some situations in which we are legally obligated to take action, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in our practice.

- If we have cause to suspect that a child under 18 is abused or neglected, or if we have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that we file a report with the THHS Client's Rights Committee and County Director of Social Services. Once such a report is filed, we may be required to provide additional information.
- If we 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, we will make every effort to fully discuss it with you before taking any action and we will limit disclosure to what is necessary.

While this 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

The laws and standards of the helping profession require that we keep PHI about you in your Medical Record. Except in circumstances that involve danger to yourself and/or others, or the record makes reference to another person and we believe that access is likely to cause harm to such other person, you may examine and/or receive a copy of your Medical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. We recommend that you review them in our presence or have them forwarded to another professional so you can discuss the contents. We charge a copying fee per page. If we refuse your request for access to records you have a right of review, which we will discuss with you upon request.

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### **PATIENT RIGHTS**

HIPAA provides you with several rights with regard to your Medical Records and disclosures of PHI. These rights include requesting that we amend your record; requesting restrictions on what information from your Medical 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 a paper copy of this contract, the attached NPP form, and our privacy policies and procedures. We are happy to discuss any of these rights with you. Upon obtaining treatment goals, clients will be discharged. Discharge plans and recommendations will be discussed. Services may be declined at any time by any consumer. Decisions made by consumers will be respected to the extent no applicable laws contradict this standard.

Notification of civil rights includes the same right as any other citizen of North Carolina to exercise all civil rights, including the right to dispose of property, execute instruments, make purchases, enter into contractual relationships, register and vote, bring civil actions, and marry and get a divorce, unless the exercise of a civil right has been precluded by an unrevoked adjudication of incompetency.

Services may be provided without discrimination of age, disability, or other uncontrollable factors.

To live as normally as possible while receiving care and treatment and receive age-appropriate treatment for diagnosis. To have opportunities that enable the individual to mature physically, emotionally, intellectually, socially and vocationally to include special education and training in accordance with state and federal law.

To be free from unnecessary medications and for medication not to be used for punishment, discipline or staff convenience.

### **MINORS & PARENTS**

While privacy in therapy 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 not to provide treatment to a child under **12** unless he/she agrees that we can share whatever information we consider necessary with his/her parents. For children **13** and over, we request an agreement between the client and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held. Again, please refer to the fee chart to learn more specifically about fees for service. It is important to note that insurance companies do not provide reimbursement for missed sessions or telephone contact. If your account has not been paid for more than 60 days and arrangements for payment have not been made, we 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 us to disclose otherwise confidential information. In most situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such action is necessary, its costs will be included in the claim.

### **INSURANCE REIMBURSEMENT**

In order 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 coverage. We 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 our fees.

You should be aware that insurance companies require that we provide information relevant to the services we provide to you. We are required to provide a clinical diagnosis and are often called to provide treatment plans or copies of your entire Medical Record. We make every effort to release only the minimum information necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored

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in a computer. Though all insurance companies claim to keep information confidential, we have no control over what they do with it once it is in their hands. We will provide you with a copy of reports we submit per your request.

***Please feel free to direct any questions to the receptionist or to your therapist. Your understanding of this contract is important to us and we are happy to discuss any or all of these conditions with you at any time. We look forward to serving you and your family.*** (rev. 03/16)