 **OUTPATIENT SERVICES CONTRACT**

Welcome to Union Family PLLC. Please let us know if you want clarification on any of the topics discussed in this Outpatient Services Contract, or if you have any questions that are not addressed here. When you sign this document, you are stating that you understand and will adhere to the information in this Outpatient Services Contract.

**PSYCHOTHERAPY SERVICES**

We provide psychotherapy services for adolescents, adults, couples and families. The first appointment(s) serves as an intake appointment. Your clinician will want to hear about the difficulties that led to you making an appointment, goals for therapy, and general information about yourself and your current life situation. By the end of this first appointment, she will give you some initial recommendations on what she thinks will help. If the clinician does not think they will be able to best assist you, we will give you names of other professionals whom we believe would work well with your particular issues. If you do not agree with our treatment recommendations or do not think you and your clinician’s personality styles will be a good match for you, please let us know and we will do our best to suggest a different clinician who may be a better fit.

If you and your therapist decide to work together in therapy, you will collaborate on a treatment plan that incorporates effective strategies to help with whatever difficulties you are hoping to reduce in therapy. Sometimes more than one approach is helpful. Individual, couples and family therapy sessions last 45-60 minutes unless otherwise arranged. Oftentimes, sessions are set for once each week, but this varies based on what seems most appropriate for your particular situation.

Therapy can be extremely helpful and fulfilling, and it takes work both in and out of sessions to be most effective. It requires active involvement, honesty, and openness in order to change thoughts, emotional reactions and/or behaviors. There are benefits and risks to therapy. Potential benefits include increased healthy habits, improved communication and stability in relationships, and lessening of distress. Some potential risks include increased uncomfortable emotions as you self-explore, and changes in dynamics or communication with significant people in your life. Sometimes couples that come for therapy choose to end their relationships. Although there are many benefits to therapy, there is no guarantee of positive or intended results. If during your work together with your therapist, noncompliance with treatment recommendations becomes an issue, we will make effort to discuss this with you to determine the barriers to treatment compliance. At times, treatment noncompliance may necessitate termination of therapy service. We encourage you to discuss any concerns you have about our work together directly so that we can address it in a timely manner. Other factors that may result in termination of therapy include, but are not limited to, violence or threats toward us, or refusal to pay for services after a reasonable time and attempts to resolve the issue.

Deciding when therapy is complete is meant to be a mutual decision, and we will discuss how to know when therapy is nearing completion. Sometimes people begin to schedule less frequently to gradually end therapy. Others feel ready to end therapy without a phasing out period of time. We may at times seek consultation with other therapists to ensure we are helping you in the most effective manner. We will give information only to the extent necessary, and we make every effort to avoid revealing the identity of any clients. The consultant is also under a legal and ethical duty to keep the information confidential.

Limits of Confidentiality: All treatment records and reports are confidential and can be released only with a written consent authorizing such release. However, if the client discloses information related to suspected threats of physical harm of self or others, occurrence of child, elder, or dependent adult abuse, or if commanded by court order, Union Family may be required to disclose such information to appropriate authorities or parties mandated by law.

**AVAILABILITY BETWEEN SESSIONS**

If needed, your counselor or the admin staff can be reached by contacting our 24-hour voice messaging system at 704-931-8371. When prompted select the extension for the person you’d like to reach, if no one is available you will then have the option to leave a message. Please contact your clinician directly to cancel or reschedule appointments. When you leave a message, include your telepeone number even if you think we already have it, and best times to reach you. We make every effort to return calls in a timely manner. In the rare occurrence that a message is missed or accidentally deleted, if you do not hear back from us within one business day, please leave a second message. If we are unavailable for an extended time, such as on vacation, we will inform you of the contact information for the therapist on-call during our absence.

If you are in an emergency situation and cannot wait for us to return your call, go to the nearest emergency room or call 911. Union Family is not a crisis facility, but if you are experiencing distress that is not an emergency requiring the emergency room, you can contact your clinician or another clinician with Union Family by calling the main line at 704-931-8371. Do not contact us by email or fax in an emergency, as we may not get the information quickly.

If your counselor offers texting a method of communication for canceling or rescheduling appointments, please be advised that text messages are not a secure method of communication, and there is possibility that the message may not be received in a timely manner, or that communication will be interpreted in an unclear manner. Do not send personal or confidential information in a text message to your counselor. If you send a text message to your counselor regarding your appointment, you are agreeing to receive a response with the understanding that it is not a secure method of communication. If you prefer to use only secure methods of communication, please call or email your counselor.

**RATES AND INSURANCE**

Counseling is a commitment of time, energy and financial resources. If you have health insurance, Union Family will verify your mental health benefits so you understand your coverage prior to your appointment. Some insurance companies require a precertification before the first appointment or they will not cover the cost of services. Any eligibility and benefit information given to Union Family by the insurance company are subject to change. Many of these changes will not occur until after the claim is processed. You are responsible for all additional costs; at times the adjustment may result in a credit to you. In this situation the money will be reimbursed to your credit card on file

Our current fees are as follows:

• Initial Intake Appointment: $150.00

• Counseling Sessions: $120.00

• Patients with insurance: the negotiated contracted rate with each insurance company. (If you would like further information regarding deductibles, contract rates, or copayments please request the form ‘Deductibles Explained’ from your clinician or the intake coordinator)

Our current fees and reduced rates are reviewed annually and an increase of $5 per year applies to our rates every January 1st.

Payments are due at the time of service. Union Family will keep a credit card on file in order to pay for any copays, co-insurance, deductibles, no show fee, or out of pocket expenses that are due. Your credit card will be stored in a HIPAA compliant electronic health system. Billing Statements are available upon request. If you are mailed, emailed, or handed in person a billing statement indicating an amount owed and you fail to make payment arrangements within 15 days you agree that your credit card on file may be charged for any unpaid balance.

No Show Policy, if you are self pay and or private insurance we ask that you give us 24 hour notice if you are not able to make your appointment time. Should you not give 24 notice there will be a $75 no show fee charged. If you do not contact us to make payment arrangements within 5 business days your credit card on file will be charged. We understand that emergencies happen so please contact your counselor as soon as possible. Cancellations or missed appointments without 24 hours notice may lose their scheduled weekly time and may not be permitted to schedule after 2pm since afternoon appointments are in high demand.

We are happy to assist you by having our Practice Manager file claims to your insurance company on your behalf. However, you, not your insurance company, are responsible for payment of the fee for therapy. Acceptable forms of payment include cash, check and major credit cards, all payment is expected at the time of service

We check insurance benefits as a courtesy for our clients. There are times when insurance misquotes benefits. In the event of a misquote, clients are still responsible for their copay/coinsurance/deductible amount that insurance reports after claims are submitted. Clients can call their insurance company to check their own benefits as well by calling the number on the back of their insurance card.

Most insurance agreements require you to authorize us to provide a clinical diagnosis and sometimes additional clinical information. If you request it, we will provide you with information to send to your insurance company. This information will become part of the insurance company's files. Insurance companies claim to keep information confidential, but you should check with your insurance company directly if you have questions about their confidentiality practices.

**PROFESSIONAL RECORDS**

Both law and the standards of our profession require that we keep appropriate treatment records. If we receive a request for information about you, you must authorize in writing that you agree that the requested information released.

**CONFIDENTIALITY**

In general, law protects the confidentiality of all communications between a client and a mental health clinician, and we can only release information to others with your written permission. However, there are a number of exceptions, which are have indicated below. More information is provided about this in your HIPAA statement.

In judicial proceedings, if a judge orders the records released, we have to release the records. In addition, we are ethically and legally required to take action to protect others from harm even if taking this action means we reveal information about you. For example, if we believe a child, elderly person or disabled person is being abused or neglected, we are mandated to report this to the appropriate state agency. If we believe a client is threatening serious harm to another person or property, we must take protective action (through notifying the potential victim, the police, and/or facilitating hospitalization of the client). If we believe a client is a serious threat to harming him/ herself, we must take protective action (arranging hospitalization, contacting family/ significant others for notification, and/ or contacting the police). We would make reasonable effort to discuss any need to disclose confidential information about you, and we are happy to answer any questions you have about the exceptions to confidentiality.

**MINORS**

If you are under 12 years of age, please be aware that the law may provide your parents the right to examine your treatment records. If you are between the ages of 12 and 18, the law may provide your parents the right to examine your treatment records if after being informed of your parents’ request to examine your records, you do not object or your therapist does not find that there are compelling reasons for denying the access to the records. Notwithstanding the above, your parents are always entitled to the following information: current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Before giving them any information, your therapist will discuss the matter with you, if possible, and do their best to handle any objections you may have with what is prepared to discuss.

**COURT RELATED SERVICES**

We do not provide or perform evaluations for custody, visitation or other forensic matters. Therefore, it is understood and agreed that we cannot and will not provide any testimony or reports regarding issues of custody, visitation or fitness of a parent in any legal matters or administrative proceedings.

If we are contacted by an attorney regarding your treatment (either at your behest or related to a legal matter you are involved in) please note the following:

* We charge a $1500 retainer prior to any preparation or attendance of legal proceedings.
* We charge $500/hour with a 3 hour minimum to prepare for and/or attend any legal proceeding and for all court related services.
* Charges for court related services are not covered by insurance.
* Court related services include: talking with attorneys, preparing documents, traveling to court, depositions and court appearances.
* If the court or attorneys do not pay our fee, you will be charged for the time we spend responding to legal matters
* You will also be charged for any costs we incur responding to attorneys in your case, including but not limited to fees we are charged for legal consultation and representation by our attorneys.
* In certain situations your counselor may need to consult with Union Family’s attorney, and this may mean a delay in her response to your question(s). The counselor may be advised by the attorney not to discuss her testimony with you. It is important that counselors remain non-biased during court proceedings especially when the matter involves a minor. Any attempt to influence your counselor’s testimony may result in immediate termination of services.

**SOCIAL MEDIA POLICY**

In order to maintain your confidentiality and our respective privacy, we do not interact with current or former clients on social networking websites. Union Family does have a presence of social media for the purposes of sharing information about our practice, counselors, and services with the public; however, these accounts are not monitored 24 hours are not a method of contacting your individual counselor or seeking support during a crisis. Any messages, requests, or communication on social media sites are not secure or protected. You are not required to interact with the social media sites in any way in order to receive services with Union Family.

Additionally, individual counselors do not accept friend or contact requests from current or former clients on any social networking sites including Twitter, Facebook, LinkedIn, etc. We will not respond to friend requests or messages to personal accounts through these sites.

We will not solicit testimonials, ratings or grades from clients on websites or through any means. We will not respond to testimonials, ratings or grades on websites, whether positive or negative, in order to maintain your confidentiality. Our hope is that you will bring concerns about our work together to the therapy session so we can address concerns directly.

**COMPLAINTS**

If you have a concern or complaint about your treatment or about your billing statement, please talk to us about it. We will take your criticism seriously, openly, and respond respectfully.

**QUESTIONS**

If during the course of your therapy, you have any questions about the nature of your therapy or about your billing statement, please ask.

**A FINAL WORD**

The counseling relationship is a very personal and individualized partnership. We want to know what you find helpful and what, if anything, may be getting in the way. We want you to feel free to share with us what we can do to help.

 **RIGHTS & RESPONSIBILITIES POLICY**

* All clients have the right to treatment, including access to medical care and habilitation, regardless of age or degree of mental health, developmental, or intellectual disability.
* Clients have the right to an individualized written treatment plan and the right to access medical care and habilitation for treatment of medical ailments.

*General Statutes 122C-51, Declaration of policy on client’s rights: It is the policy of the state to assure basic human rights to each client. These 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 state that each client admitted to and is receiving services from a facility has a right to treatment, including access to medical care and habilitation regardless of age or degree of mental illness, developmental disabilities, or substance abuse. Each has the right to individualized written treatment plan, setting forth a program to maximize the development or restoration of capabilities. The plan shall include written consent or agreement by client or responsible party or a written statement by provider why such could not be obtained. (NC10A NCAC 27G .0205 Assessment or treatment or service plan)*

* Union Family will protect children’s emotional and physical safety by reporting suspected abuse or neglect as required by North Carolina law. We ask you to help us in this. If you suspect your child has been physically or sexually abused, please report that abuse.
* We will respect your right to make the best decisions for you and your family. We ask you to be an active participant in deciding which services you will receive. Tell us what goals you hope to achieve as a result of those services.
* We will help you find other resources and providers if we are not your best option. We ask you to tell us what you don’t like, either informally or through our formal grievance process. You may refuse services at any time.
* We will be honest with you about what we can and cannot do. We ask you to be honest with us. We need you to give full and accurate information about your own personal and financial situation.
* We will begin and end appointments on time, return your calls promptly, and do what we promise. We ask you to value the services you receive by showing up for appointments on time and paying the required fees. Please provide 24 hours when cancelling or changing an appointment.
* Failure to comply with the above may lead to inability to schedule further sessions and possible discharge from agency.
* If you are concerned or dissatisfied with your services at Union Family, you may let us know verbally or in writing. And you have the right to express concerns to a staff member with whom you feel comfortable. Any concerns may be directed to UFS owners Stefanie Goldman, LCSW or Lisa Paden, LPCS at 704-931-8371. Concerns or grievances will be addressed in a direct, non-judgmental and timely manner. If you are interested in our detailed Grievance Policy, please ask. If you believe your grievance requires further attention, you may contact:

The North Carolina Department of Health and Human Services (919-855-4800)

The North Carolina Board of Social Work (800-550-7009)

The North Carolina Board of Professional Counselors (844-622-3572)

Disability Rights Contact Information: Toll Free 877-235-4210/ Phone919-856-2195/ TTY: 888-268-5525/ Fax: 919-856-2244/ Email: info@disabilityrightsnc.org/ Address: 3724 National Drive, Ste 100, Raleigh, NC 27612



 **DISCLOSURE OF POLICIES ON PROTECTED . HEALTH INFORMATION PRIVACY**

Union Family understands that information about your health, both physical and mental, is private and should be handled with the utmost care and confidentiality.

We want to inform you that release/disclosure of any information may only occur with a consent unless it is an emergency or for other exceptions as detailed in the General Statutes or in 45 CFR 164-512 of HIPAA (the uses and disclosures for which consent, an authorization, or opportunity to agree or object is not required). Informed Consent under 10A NCAC26B.0205 states that “Prior to obtaining a consent for release of confidential information, a delegated employee shall inform the client or his legally responsible person that the provision of services is not contingent upon such consent and of the need for such release. The client or legally responsible person shall give consent voluntarily”.

Thus, we are required to protect the privacy of any protected health information (PHI) that we collect. and all associates abide by the above cited statutes to:

**Inform you of your rights to privacy and how we will use your PHI**

* You do have the right to request that we do not use or disclose your PHI in a particular way.
* You have the right to receive confidential communication from Union Family at a location of your choice, with request given in writing.
* You have the right to revoke in writing the authorization you granted us for use or disclosure of your PHI. Please know that if we have had your consent or authorization, we may use or disclose your PHI up to the time you revoke your consent.
* You have the right to inspect and copy your PHI. Please know that we may refuse to give you access to your PHI if we think it may cause you harm, but we must explain why and provide you with someone to contact for a review of our refusal.
* You specifically have the right to request a copy of the Treatment Plan. To obtain a copy of this plan or other aspects of your record, simply contact Union Family at 704-931-8371 or by email to ufsmonroe@gmail.com. We will be happy to provide that for you within 5 business days.
* If you disagree with your PHI within our records, you have the right to request, in writing, that we amend your PHI when it is a record that we created or have maintained for us. We may refuse to make the amendment and you have a right to disagree in writing. If we still disagree, we may prepare a counter-statement. All statements must be made part of our record for you.
* You have the right to request an accounting of certain disclosures we have made of your PHI since the start of Union Family (June 6, 2015). We will inform you if there are charges associated with generating a report, and you have the right to withdraw your request, or pay to proceed.
* If you believe that your privacy has been violated, you may file a complaint with Union Family or with the Office of Civil Rights headquarters in Washington, D.C. We will not retaliate or penalize you for filing a complaint. To file a complaint with us, please contact the agency at 704-931-8371. Your complaint should provide specific details to help us in investigating a potential problem. To file a complaint with the Office of Civil Rights, write to: 200 Independence Avenue, S.W., Washington, D.C. 20201 or call the regional office at 800-368-1019.

**Disclosure of your PHI to others outside our agency**

In providing services to you, there may be occasions when it is necessary to use and disclose your PHI. These include:

* Contacting another provider for records that may help in the continuity and coordination of care
* Seeking payment on your behalf from an insurance company or other third party payer
* There may be an audit of records by our agency or others including insurance or state/federal regulating boards to ensure strict adherence to standards, medical necessity of care, supervisory/learning experiences, or to resolve a complaint.

In these situations, we would disclose PHI information only with signed consent from you. This consent would specify: to whom this agency would communicate, exactly what will be requested or communicated, the reason for such request, and an expiration date for the request. There are some occasions when applicable law or ethical standards permit us to disclose PHI without your consent. In each of these, there is a strong concern for the health and safety of you or others or the requirement by law to cooperate. These include: Child or Elder Abuse or Neglect, Judicial and Administrative Proceedings, A client is deceased, Medical Emergencies, Family Involvement in Care to prevent serious harm, Health Oversight, Law Enforcement (Subpoena), Specialized Government Functions, Public Health and Public Safety.

Please note specific situations where client information may be disclosed as needed:

 Release is made of specific medical or epidemiological information for statistical purposes in a way that no person can be identified;

(2)        Release is made of all or part of the medical record with the written consent of the person or persons identified or their guardian;

(3)        Release is made for purposes of treatment, payment, research, or health care operations to the extent that disclosure is permitted under 45 Code of Federal Regulations §§ 164.506 and 164.512(i). For purposes of this section, the terms "treatment," "payment," "research," and "health care operations" have the meaning given those terms in 45 Code of Federal Regulations § 164.501;

(4)        Release is necessary to protect the public health and is made as provided by the Commission in its rules regarding control measures for communicable diseases and conditions;

(5)        Release is made pursuant to other provisions of this Article;

(6)        Release is made pursuant to subpoena or court order. Upon request of the person identified in the record, the record shall be reviewed in camera. In the trial, the trial judge may, during the taking of testimony concerning such information, exclude from the courtroom all persons except the officers of the court, the parties and those engaged in the trial of the case;

(7)        Release is made by the Department or a local health department to a court or a law enforcement official for the purpose of enforcing this Article or Article 22 of this Chapter, or investigating a terrorist incident using nuclear, biological, or chemical agents. A law enforcement official who receives the information shall not disclose it further, except (i) when necessary to enforce this Article or Article 22 of this Chapter, or when necessary to conduct an investigation of a terrorist incident using nuclear, biological, or chemical agents, or (ii) when the Department or a local health department seeks the assistance of the law enforcement official in preventing or controlling the spread of the disease or condition and expressly authorizes the disclosure as necessary for that purpose;

(8)        Release is made by the Department or a local health department to another federal, state or local public health agency for the purpose of preventing or controlling the spread of a communicable disease or communicable condition;

(9)        Release is made by the Department for bona fide research purposes. The Commission shall adopt rules providing for the use of the information for research purposes;

(10)      Release is made pursuant to G.S. 130A-144(b); or

(11)      Release is made pursuant to any other provisions of law that specifically authorize or require the release of information or records related to AIDS.  (1983, c. 891, s. 2; 1987, c. 782, s. 13; 2002-179, s. 7; 2011-314, s. 4.)