



**The Healing Journey Therapy Center  
115 Hazel Path, Suite 2.  
Hendersonville, TN 37075**

**Client Services Agreement**

This document serves as the basis for a formal agreement between you as a client and The Healing Journey Therapy Center. It is important for you to understand this agreement. Please read this document in its entirety and ask your respective provider about anything that is unclear to you. You will be asked to sign below indicating that you have read, understand, and accept the terms of this agreement. Once you sign this agreement, you become a client of The Healing Journey Therapy Center. Your signature also documents that your counselor has informed you of our privacy practices and your rights under the Health Insurance Portability and Accountability Act (HIPAA). For more information on HIPAA, please see the Client Rights section below.

You can discuss any questions you have with your counselor either before or after you sign this agreement. You may also revoke this agreement in writing at any time. Revocation of the agreement will terminate the relationship between you and your counselor, but will not affect any action your counselor has already taken based on the previous agreement. Terminating the agreement also does not prevent The Healing Journey Therapy Center from providing information necessary to collect insurance payments for services provided prior to our receiving your revocation or otherwise pursuing collection of fees you owe The Healing Journey Therapy Center for services previously delivered.

**Counseling Services**

1. The providers at The Healing Journey Therapy Center have various levels of training. Holli Turriglio operates as the Site Supervisor for all intern level counselors, as well as the supervisor to post-graduate Masters Level counselors working toward their professional license. Ms. Turriglio meets on a weekly basis with all intern level and Masters level counselors. Holli has a Masters Degree in Community Counseling and is a Licensed Professional Counselor in the state of Tennessee. (License #2457) Holli adheres to statutes of the State of Tennessee and the Ethical Principles of the National Board for Certified Counselors.
2. Counseling is not like a medical doctor visit. Instead, it requires very active participation on the part of the client.
3. Counseling can have benefits and risks. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, since counseling often involves discussing unpleasant aspects of one's life, clients may experience uncomfortable feelings like sadness, guilt, anger, and frustration. If you receive a diagnosis of a mental health disorder, it can carry with it a social stigma; it may affect your ability to acquire life or health insurance in the future; or it may interfere with certain job opportunities.
4. As with any type of treatment or intervention, there can be no guarantees of outcomes or what you will experience.

**Office Hours and Appointments**

Please be aware that the hours during which your counselor at The Healing Journey Therapy Center is available may vary from week to week. Appointments are normally 45 minutes in length. Once an appointment is scheduled, you will be expected to pay for it unless you call the office at least **24 hours in advance of your appointment time to give notice of cancellation**. It is important to note that **insurance companies do not provide reimbursement for cancelled sessions or no-shows**. Therefore, you would be responsible for the full cost of sessions not cancelled in advance. If you cancel the day of your scheduled appointment due to an emergency, you will only be charged a \$25 fee as it will be difficult and many times impossible to schedule another client during your scheduled appointment time. If you are going to be late for an appointment please notify your respective counselor as soon as possible of your estimated delay. Please be aware that if you will be more than 15 minutes late your counselor may be unable to see you at your scheduled time due to time constraints. Also, please be aware that clients who are chronically late or who miss multiple appointments may have services terminated.

**Professional Fees**

Holli Turriglio charges \$125 for the initial intake interview and \$100 for 45-minute individual therapy sessions and \$115 for couples/family therapy sessions thereafter. In some cases you may be charged a pro-rated fee for sessions or other professional services of less than 45 minutes such as telephone conversations, e-mails that require lengthy responses, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of Holli Turriglio.

Student intern rates are \$35 for the initial intake interview and \$30 for follow-up sessions.

Legal matters: Please be aware that Holli Turriglio is not a specialist in Forensic Psychology or other areas related to legal matters. Holli Turriglio recommends that specialists in these areas be sought for this type of work. Because of the difficulties typically associated with legal involvement, should Holli Turriglio be involved in any legal proceedings, **the charge will be \$200 per hour for preparation and attendance at any legal proceeding on your behalf. You will also be billed for any related expenses.**

**Billing and Payment**

You will be expected to pay for services at the time services are provided unless a different arrangement is required for third-party payment. Providers at The Healing Journey Therapy Center accept cash, check and charge for payment. An additional fee will be charged for credit card/debit card processing. Your provider will obtain credit card information during the initial session, which will be utilized to bill for missed appointments or late cancellations as needed. Outstanding balances will be billed monthly. The providers at The Healing Journey Therapy Center reserve the right to turn delinquent accounts over to a collection agency in order to collect unpaid balances. In most collection situations, the only information that would be released regarding a client'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. Furthermore, there will be a \$20.00 fee for returned checks.

### **Insurance Reimbursement**

Holli Turriglio is a network member with a variety of different insurance plans. In these cases, Holli Turriglio will file your insurance claims. It is your responsibility as a client to obtain "authorizations" or "certifications" from your insurance or managed care company for treatment. However, Holli Turriglio cannot guarantee payment by your particular plan. Pre-Licensed providers are unable to file insurance claims and can only accept payment from self-pay clients.

Even when an insurance carrier "authorizes" services, actual payment for those services is contingent upon a number of specifics, some of which may not be known until after services have been delivered. For example, a client may not have received a diagnosis that is covered by the client's insurance policy. It is the client's responsibility to be knowledgeable about his/her health insurance policy's mental health benefits and all limitations. The client is responsible for payment of any amounts not paid by insurance, and your signature on the agreement form indicates your acceptance of this responsibility. You should carefully read the section in your insurance coverage booklet that describes mental health services. Mental health coverage and limitations usually differ from normal medical coverage. If you have questions about your insurance coverage, please call your plan administrator.

**By signing this agreement form, you agree that Holli Turriglio can provide necessary information to your insurance carrier.**

### **Contacting Your Therapist**

Emergencies: If you have a counseling-related emergency, contact your respective counselor. If the emergency situation is life-threatening or if you feel that you cannot wait for your provider to call you back, call 911 (or your local number for emergency services) or go to the nearest emergency room. Additionally, the Mobile Crisis Line (615-244-7444) may also be of assistance in mental health emergencies.

### **Client Rights**

Effective April 14, 2003, the Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides new privacy protections and client 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 gives you the right to:

- request that your therapist amend your record
- request restrictions on what information from your Clinical Record is disclosed to others
- request an accounting of non-authorized disclosures of your protected health information
- determine the location to which protected information disclosures have been sent
- have any complaints you make about the therapist's policies and procedures recorded in your records
- a paper copy of this agreement and other notices/information

Please discuss any questions you may have about these rights with your respective provider.

### **Understanding Confidentiality and its Limits**

The law protects the privacy of communications between a client and therapist. Except as otherwise indicated in this document, The providers at The Healing Journey Therapy Center can only release information about your treatment to others if you sign a written authorization form that meets certain HIPAA requirements. Three types of exceptions are listed below:

1. Situations in which a mental health professional is obligated to take actions which they believe are necessary to attempt to protect the client or others from harm. These include the following:

**Child abuse:** If a provider at The Healing Journey Therapy Center has reason to believe that someone under 18 years of age has been injured as a result of brutality, abuse or neglect, or has been sexually abused, the law requires that report be made to Child Protective Services or another appropriate governmental agency. Once such a report is filed, your provider may be required to provide additional information.

**Abuse of an adult:** If a provider at The Healing Journey Therapy Center has reason to suspect that an adult who is vulnerable physically, mentally, or emotionally has suffered abuse, neglect or exploitation, the law requires that the therapist report to the Department of Human Services. Once such a report is filed, the therapist may be required to provide additional information.

**Client's threat to harm another:** If a client has communicated an actual threat of bodily harm against a clearly identified victim, and a provider at The Healing Journey Therapy Center believes that the client has the ability and likelihood of carrying out the threat, then she is required to take reasonable steps to protect the victim, including notifying the potential victim, contacting the police, and/or seeking involuntary hospitalization for the client.

**Client's threat to harm self:** If a client is deemed to be an immediate threat of harm to self, a provider at The Healing Journey Therapy Center may be obligated to seek hospitalization for him/her, or to contact family members or others (including law enforcement) who can help provide protection.

2. Situations in which a mental health professional is permitted or required by law to disclose information without either your consent or authorization. These include the following:

**Court proceedings:** If you are involved in a court proceeding and a request is made for information concerning the professional services provided to you by your provider at The Healing Journey Therapy Center, such information is usually protected by the therapist-client privilege law. In most cases, your respective provider cannot provide any information without either (1) your written Authorization or (2) a valid court order. If you are involved in or are contemplating litigation, you should consult with an attorney to determine if a court would be likely to order your provider to disclose information.

**Health oversight activities:** If a government agency is requesting the information for health oversight activities (e.g., issues such as communicable diseases), your provider at The Healing Journey Therapy Center may be required to provide it to them in certain circumstances.

**Lawsuits:** If a client files a complaint or lawsuit against a provider at The Healing Journey Therapy Center said provider may disclose relevant information regarding that client in order to defend themselves.

**Worker's compensation:** If a client files a worker's compensation claim, your provider at The Healing Journey Therapy Center must, upon appropriate request, provide a report to the appropriate individuals, including the client's employer.

**Reporting data on physical abuse:** As of July 1st, 2007, Tennessee law requires mental health professionals to make monthly reports regarding knowledge of physical abuse to adults for statistical use by the State. This information does not include names of clients, victims, or perpetrators.

3. Situations that require only that you provide written, advanced consent **as indicated by your signature on the Acknowledgment form**. These include the following:

**Consulting with professionals:** Your provider at The Healing Journey Therapy Center may consult with your current or past health/mental health professional(s). All health-related professionals are bound to keep your information confidential within the limits of the law. Consultations will typically be noted in your Clinical Record (see the Professional Records section below).

**Contact with PHI by Business Associates of The Healing Journey Therapy Center:** As required by HIPAA, mental health professionals at The Healing Journey Therapy Center maintains formal contracts with its Business Associates (e.g., filing insurance claims, etc.) in which the individual or business/organization promises to maintain the confidentiality of PHI of The Healing Journey Therapy Center's clients except as specifically allowed in the contract or otherwise required by law.

**Other:** Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.

If any of the above situations in #1, #2, or #3 above should arise, your provider at The Healing Journey Therapy Center will, if possible, make every effort to fully discuss it with you before taking any action and will limit the disclosure to only what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have now or in the future with your respective counselor. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

**Professional Records**

You should be aware that, under HIPAA regulations, The Healing Journey Therapy Center may store Protected Health Information (PHI) 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 records that were received 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. Generally you may review and/or receive a copy of your Clinical Record if you request it in writing. However, because these are professional records, they can be easily misinterpreted and/or be potentially upsetting to untrained readers. For this reason, The Healing Journey Therapy Center recommends that you initially review them in our presence or have them forwarded to another qualified mental health professional with whom you can discuss the contents. As allowed by law, providers at The Healing Journey Therapy Center charge a retrieval/copying fee of 15¢ for the first five pages of a record and 25¢ per page thereafter. In circumstances where your provider at The Healing Journey Therapy Center feels that your review or receipt of your Clinical Record may result in a danger to yourself or another or when disclosure of your record compromises the privacy of another person, your respective counselor may deny your request.

In addition to your Clinical Record, your provider at The Healing Journey Therapy Center may also keep a set of Psychotherapy Notes for their own use to assist them in providing you with the best treatment possible. These notes may include more detailed content of your conversations with the therapist, their analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to your respective provider that is not required to be included in your Clinical Record. Also included may be information from others provided to The Healing Journey Therapy Center confidentially. Psychotherapy Notes are kept separate from your Clinical Record.

Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies, without your signed Authorization. Insurance companies cannot require you to authorize release of your Psychotherapy Notes as a condition of coverage nor penalize you in any way for your refusal to provide it.

**Minors and Parents/Guardians**

Clients who are minors often need the same privacy and confidentiality in counseling as do adults. The providers at The Healing Journey Therapy Center make every effort to maintain necessary privacy in their therapeutic relationships with minor-age clients while keeping parents or guardians appropriately informed about the child's progress. If the parents of a minor-age client are estranged/divorced, it is the policy of The Healing Journey Therapy Center, that a copy of the court-decreed parenting agreement be on file. Parents should be aware that even non-custodial parents usually have the right to access their child's Clinical Record.

Parents should also be aware that the state of Tennessee allows 16 and 17 year olds to seek psychotherapy without their parents' consent if they are sufficiently mature to understand and make judgments about the risks and benefits of such treatments. In these cases, parents do not necessarily have access to their older adolescent child's records. It is, however, the policy of The Healing Journey Therapy Center to seek an agreement with the teen on general information (e.g., reports of progress & attendance) that may be shared with the parents in a way that will allow parental involvement while still safeguarding the adolescent's privacy. Except where the law allows otherwise (e.g., danger to self or others), any other communication from the therapist to a parent will require the minor client's written authorization.

**HAVE BEEN INFORMED OF THESE RIGHTS AND RESPONSIBILITIES, AND UNDERSTAND THEM. Initials \_\_\_\_\_**

**I HAVE RECEIVED A COPY OF THIS HIPAA NOTICE AND UNDERSTAND MY RIGHTS PROVIDED BY HIPAA REGULATIONS.**

**Initials \_\_\_\_\_**

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Signature of person authorized to sign in lieu of client:

\_\_\_\_\_  
Guardian/Conservator

\_\_\_\_\_  
Date