

**Claire Boyette McCullough, PhD, LCMHC-S**

5970 Fairview Rd., Suite 430

Charlotte, NC 28210

**Client Services and Consent Agreement**

Hello and welcome! I appreciate your courage in seeing out counseling and creating a therapeutic relationship with me, whether it is for you, your child, partner, or family. If you have any questions or concerns, please feel free to reach out to me either person or contact me via email. In the event of any conflict, the terms of this agreement shall control. This agreement shall be governed by North Carolina law. I am responsible for the clinical treatment that I provide and the contents of this document. Please read thoroughly.

**Education/Credentials/Licensure:** I have a Bachelor of Arts in Psychology from Wake Forest University (2003) and a Masters of Arts in Mental Health Counseling from The University of Cincinnati (2005). I also have a Doctorate of Philosophy (PhD) in Counselor Education and Supervision from Kent State University. I am a Licensed Clinical Mental Health Counselor with Supervisory Status (#8761-S) approved by the North Carolina Board of Licensed Clinical Mental Health Counselors (NCBLCMHC).

**Counseling Approach / Experience:** As a mental health therapist, I integrate various evidenced-based therapeutic approaches within my practice, depending upon my patient's short and long-term goals, and the uniqueness of each individual or family system. My primary approaches are Dialectical Behavioral Therapy, Cognitive Behavioral Therapy, Reality Therapy and Family Systems Therapy. For the treatment of child and adolescent eating disorders, I utilize a Family Based Treatment (also known as Maudsley Therapy) approach. I have been in this field for over fifteen years, with varied experiences in a sundry of clinics, hospitals, and practices. I have experience in working with adult and adolescent individuals, couples, groups, families in the collegiate, partial hospitalization, intensive outpatient, and outpatient settings. My work with patients has included, but is not limited to: mood and anxiety disorders, self-harm, eating disorders, life transitions and adjustments, interpersonal and relationship concerns, self-esteem issues, systems family work, and couples therapy.

**Clientele Served / Services Offered:** Counseling provides an opportunity for personal and relational growth and discovery in the context of a safe, supportive and therapeutic relationship in which we are equally authentic. During therapy, you may experience difficulty or unfamiliar feelings as we walk through different ways of thinking, behaving, or relating to the world around you. It is important to remember that therapeutic work can elicit an increase in discomfort, but that feeling is temporary and an integral part of transformation and change. I assure you that the services rendered will be done so in a professional manner consistent with ethical standards.

**Initial Session:** Your first session involves a comprehensive assessment, typically scheduled for 60 minutes to allow time to review history, assess current functioning, and administer assessment measures. We will also determine whether we are the appropriate therapy provider for your needs. You will have the opportunity to ask questions and get a sense of what treatment will be like. Because therapy involves a large commitment of time, money, and energy, you should evaluate whether you feel comfortable working with us. We are always open to feedback and are happy to offer referrals to other mental health professionals upon request.

**Subsequent Sessions:** Sessions are typically 45-60 minutes in length for individuals. I also offer 75-90 minute sessions for more complex intakes and couple or family sessions. I also offer in-home or off-site sessions as needed. We will schedule our sessions by mutual agreement. Some clients/couples/families achieve their goals in only a few counseling sessions; others may require months or even years. As a client, you are in complete control and may end our counseling relationship at any time, although I do ask that you participate in a termination session. If you are terminating our relationship for your child, this is particularly recommended, so that this is not a confusing situation. I also offer concierge services – individualized attention in a treatment setting that best meets your needs. This may be ideal if your status, employment, or lifestyle do not allow you to seek out traditional services. With this level of service, you can expect therapist access by telephone or online video therapy, priority email reply, extended hours, and session length grace. This concierge option is limited to a few clients per month to ensure the best possible service and we will mutually agree upon level of access.

**Frequency of Sessions:** Based on a client's treatment plan, recommended frequency of sessions may vary based on presentation and severity of symptoms. Typically, clients attend appointments once per week. Clients with more severe symptoms may be seen on a more frequent basis, while clients who have gained skills and symptom reduction may have biweekly or monthly appointments. Our goal is to provide the most appropriate level of support with the expectation of increasing independence.

**Limits on Confidentiality:** The law protects the privacy of all communications between a client and their provider. In most situations, we can only release protected health information to others with your written consent. **However, in the following situations, no authorization is required to disclose protected health information:**

- *Serious Threat to Health or Safety* – If we believe there is an imminent danger to your health or safety or that of another individual, or if there is likelihood of a felony or violent misdemeanor, we may disclose information to take protective action, including communicating with the potential victim, appropriate family members, and/or the police, or to seek hospitalization.
- *Child Abuse* – If we have cause to suspect that a child under 18 is abused, neglected, dependent, or has died as the result of maltreatment by a parent, guardian, custodian, or caretaker, the law requires that we file a report with the appropriate county Department of Social Services (see the North Carolina Juvenile Code).
- *Adult Abuse* – If we have reasonable cause to believe a disabled or elder adult is in need of protective services, the law requires that we file a report with the appropriate county Department of Social Services (see the North Carolina Protection of the Abused, Neglected, or Exploited Disabled Adult Act).
- *Required by Law* – If federal, state, or local law or other judicial or administrative proceeding requires it.

**Minors:** Therapy is most effective when a trusting relationship exists between the provider and the client. It is important for minors to have some privacy, where they feel they can discuss personal matters without fear that their thoughts and feelings will be communicated to their parents. This is

particularly important for adolescents who are naturally developing a greater sense of independence and autonomy.

Since parental involvement is also an essential part of treatment, it is our policy to provide you with general information about your child's treatment in order to help you best support your child. But we will NOT share specific information your child has disclosed without your child's agreement. This includes activities and behavior that you would not approve of, or might be upset by, but that do not put your child at risk of serious and immediate harm. In some situations, we will encourage your child to tell you. If we feel that your child is in serious and immediate danger, we will communicate this information to you.

**Off-Site Sessions:** Some psychotherapy sessions sometimes take place outside or off-site in order to move, get fresh air and sunshine, or complete exposure exercises or symptom challenges. Clients will provide their own transportation if the destination is not in walking distance. If you are not comfortable with your child leaving the office with a provider for therapeutic purposes, please talk to the provider. While we will do our best, we cannot guarantee confidentiality in sessions that occur outside the office as we do not have control over other people who may be present. The provider will take measures to prevent obvious identification as a health care provider.

**Other Interventions:** From time to time, behavioral health providers use certain experiential or behavioral interventions that may be helpful in improving treatment outcomes for clients. I often incorporate these interventions in my practice to facilitate behavioral learning and modeling of skills. This document outlines these optional interventions, potential risks and concerns, and my policies regarding the same.

*Physical activity:* These interventions may involve physical activity (i.e.: walking, exercises such as basketball, yoga, etc.) conducted not only inside but also outside the office or meeting space. For example, it can sometimes be helpful to engage in physical activity to complete relaxation, grounding, and mindfulness exercises. Some clients also seek walk and talk sessions.

*Food/Snacks:* For some clients, it may be useful to provide reinforcement in the form of snacks or it may be best indicated in treatment to eat snacks or meals together either inside the office/meeting space or perhaps in a public restaurant.

Since some of these above interventions are conducted outdoors in public places, there may be risks and adverse consequences to a client. One of us may encounter another person that we know and another person may overhear what we are saying. Some children or adolescents could run away or leave the premise. Participation may involve both known and unanticipated risks that could result in physical or emotional injury or damage, as applicable to you or your child. These risks include but are not limited to: emotional stress, strenuous and vigorous physical, mental, and intellectual activity; the possibility of slips, falls, bruises, sprains, lacerations, fractures, animal bites or bee stings, concussions or even more severe life threatening hazards, including death.

Please indicate acknowledgement and acceptance by initialing below:

- I provide consent for myself/my child to participate in indoor and outdoor activities that may incorporate walking or other movements as part of treatment or assessment services \_\_\_\_\_

- I affirm that I/my child am in good physical condition and do not suffer from any known disability or condition which would prevent me/him/her/them or limit me/his/her/their participation in the program/form of therapy \_\_\_\_\_

- I provide consent for me/my child to exit the building while being supervised by the provider to go to proximal areas \_\_\_\_\_

- I provide consent for me/my child to receive snacks or beverages during the treatment session \_\_\_\_\_

- I/My child has the following food allergies or concerns:

\_\_\_\_\_

You may change your mind at any time regarding, as applicable, your/your child's participation in these activities. If you have consented to participate in these activities, by signing this agreement, you acknowledge the risks noted above and release Dr. Claire McCullough and Claire McCullough, LCMHC-S, PLLC from any claims, demands, and/or causes of action as a result of, as applicable, you/your child's participation in these interventions consented to above.

**Seeing You in Public:** If we happen to see you in a public setting, we will not acknowledge we know you or initiate a conversation. We do not want to put you in a position where you would have to explain how you know us to others or break confidentiality in any way. You are free to acknowledge or initiate a conversation with us, however please respect our private time as well.

**Seeing Others in the Office:** It is possible you may see someone you know while visiting our office. We ask that you do not disclose the name or identity of any other client being seen at our office to others. We ask that the others respect your confidentiality in return.

**Electronic Records:** Dr. Claire McCullough stores records for each client in an electronic record-keeping system. This system is “cloud-based,” meaning the records are stored on servers which are connected to the Internet. We have entered into a Business Associate Agreement with the record-keeping company, who is obligated by federal law to protect these records from unauthorized use or disclosure.

We also have our own security measures for protecting the devices we use to access these records. On computers, we employ firewalls, passwords, and disk encryption to protect the computer from unauthorized access and thus to protect the records from unauthorized access. On mobile devices, we use passwords and two-factor authentication to maintain the security of the device and prevent unauthorized persons from using it to access our records. While Dr. Claire McCullough, LCMHC-S, PLLC and our record-keeping company both use security measures to protect these records, their security cannot be guaranteed.

The laws and standards of psychological practice require that treatment records be kept for seven years past the last date of treatment or until the age of 21 for minors, whichever is later.

### **Fees and Payment Policies**

**Individual Session Fees:** Fees are charged by professional time. The fee schedule has been established after careful consideration of what is fair based on the specialized services provided. This takes into account the experience and expertise of the provider and the customary fee in our geographic area. Initial intake sessions are typically scheduled for 60 minutes while regular sessions are typically 45 minutes, but scheduling is ultimately decided by your provider. Fees are evaluated annually and rate increases may be warranted to cover costs associated with office space, support staff, and other overhead expenses. If a fee increase will take place, those currently in treatment will be notified of any increases 30 days in advance of the effective date.

**Group Session Fees:** Group therapy is billed per session and varies based on each group. We may require an intake, registration, and/or deposit.

**Other Service Fees:** Dr. Claire McCullough also charges for her time including, but not limited to:

- Cancellations/No-shows with less than 24 hours' notice
- Travel time to and from the office for any out of office appointments/meetings
- Requested report writing, letters, or other documentation (one per year for free)
- Phone calls lasting more than 10 minutes
- Consultation with school or other professionals lasting more than 10 minutes
- Compiling and summarizing requested records
- Workshops and presentations

**Litigation Fees:** If we are legally compelled to participate in litigation, the party initiating the subpoena will be responsible for the following fees. A minimum of 10 business days is required for an adequate response to a subpoena. Upon receipt of a subpoena, a minimum retainer of \$1500 will be required in advance of scheduling depositions or testimony. A 50% refund of the retainer is given if we are notified four (4) weeks prior to said date that the services will not be needed. There are no refunds on retainers if the trial is canceled or postponed. Dr. Claire McCullough may, however, elect to change the amount of this retainer or refund a portion of it, at their discretion. All services are billed at \$300 per hour. You will be billed for services such as telephone conferences, email exchanges, in-person conferences, topic research, collateral contacts, consultation, record reviewing, court preparation, wait time, travel time, court/testimony/deposition time, and any other case related activities. You will also be billed for out of pocket expenses such as travel accommodations, postage, copies, courier services, etc. Fees may be paid by cashier's check, money order, or cash. A 4% processing fee is charged if a credit card payment is made.

**Cancellation Policy:** Your appointment time is reserved for you, we do not double book. You are able to reschedule or cancel your appointment, on the client portal

or by calling our office, with more than 24 hours notice without penalty. We offer appointment reminders as a courtesy, but this does not alter your responsibility.

**You will be charged the regular session fee if you arrive late for any sessions or completely miss an appointment. You will be charged \$150 fee for cancellations with less than 24 hours notice.** Your credit card on file will be charged. We will waive one late cancellation fee per year due to unforeseen circumstances.

**Payment:** Payment is required at the time of service via credit card, cash, or check. You will be required to provide a credit card number to be kept on file for forgotten payments, missed appointments, and out of office appointments. If you do not provide a credit card, you may be required to pre-pay for your service upon scheduling. Returned check fee is \$50.

**Missed Payments:** If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, 10% interest will be charged on overdue payments. If you fail to pay, we have the option of using legal means to secure payment, including collection agencies. In that event, you will be responsible for all costs and expenses of collection, including reasonable attorney fees. In the event that you are unable to afford treatment with Dr. Claire McCullough she will suggest appropriate referrals to meet your clinical needs.

## **Insurance**

Dr. Claire McCullough does not participate in any insurance agreements and is excluded from managed care agreements (Medicare, Medicaid, and Tricare). This decision allows her to make optimal treatment decisions regarding length and type of therapy without the limitations imposed by third party payers. Extended, more frequent, or intensive treatment services are rarely covered by insurance, but may still be more cost-effective in the long run.

**The client is responsible for payment of all charges.** By choosing to work with Dr. Claire McCullough, you are choosing to forego the use of in-network and managed care benefits for treatment at Dr. Claire McCullough, PhD, LCMHC-S, PLLC. You agree not to file any claims with managed care, nor ask your provider to do so. You have the right to obtain services from in-network or managed care providers.

**Dr. Claire McCullough does not accept payments directly from insurance carriers.** Certain insurance plans will allow you to see out-of-network providers and will only release reimbursement checks directly to the provider. The policy is to return these checks to the insurance carriers. If Dr. Claire McCullough accepted this payment, she may implicitly be required to follow the insurance company's recommendations for treatment which may differ from her standard of practice.

**Dr. Claire McCullough agrees to provide appropriate documentation in support of insurance claims.** She is considered an out-of-network provider. Clients will be given a "super bill" with the proper code numbers for diagnostic category and type of service provided to submit to your insurance company. You will be reimbursed directly by your insurance company per the terms of your policy. Your insurance may not cover this therapy or may only cover a portion of the charges. Please contact your insurance company directly for questions about coverage (covered services, deductible, amount to be reimbursed, and pre-authorization).

## **Contact**

It is important that Dr. Claire McCullough be able to communicate and also keep your information protected. She does her best to have secure communication; however, you will be responsible for security on your end. Any communication we receive from you and any responses we send can become part of your record. If you do not hear back in 48 hours, please try to contact her again.

**Client Portal:** The Client Portal allows you to complete forms, schedule/cancel appointments, review billing documents, and communicate with Dr. Claire McCullough. The portal offers secure messaging which we suggest using rather than email as it is more protected. However, we may not see messages immediately; therefore, the client portal should not be used for urgent communication or be viewed as an ongoing therapy session.

**Telephone:** If I am unable to answer your call, I will try to get back to you within 24 hours. Use caution when leaving sensitive or confidential information on voicemail. Since I am in session most of the day, phone calls are a more challenging form of communication.

**Email:** Because email will not be encrypted and will travel over the internet, there is a risk that emails sent to or from Dr. Claire McCullough may be intercepted and read by unauthorized third parties. Therefore, email should not be used for urgent or clinical communication. I

If you wish to communicate through normal email instead of the client portal, you are taking on this risk at your own discretion. If you use your work email to communicate with Dr. Claire McCullough, your employer may access our email communications. There may be similar issues involved in school email or other email accounts associated with organizations that you are affiliated with. Additionally, consider when your computer, mobile phone, and/or other devices may be viewable by a third party. Please take a moment to contemplate the risks involved if any of these persons were to access these messages.

**In Emergencies:** We are not designed to provide ongoing crisis management. If you or your child are in a mental health emergency and require immediate assistance, please:

- Call 911 (request a Crisis Intervention Team officer)
- Call the National Suicide Prevention Lifeline (1-800-273-8255)
- Go to the nearest hospital emergency room

Leave a voicemail message for your provider to notify them of the emergency. Your provider will return your call as soon as they are able. If you believe that you need therapy that provides 24-hour crisis management, please discuss this with your provider.

**Weather Closings:** If the weather is or looks like it will be dangerous for Dr. Claire McCullough and clients to be traveling on the roads, we will close or delay opening the office. If the office closes, any scheduled appointments during this time will be automatically cancelled. A message will be posted on the website and you will receive a message through the client portal. Please be patient as communication during this time may be delayed or limited. Media Policies Social

**Media Platforms:** Sun Counseling and Wellness's website, blog, and social media accounts are public and intended to provide educational materials and resources to both clients and the community. Dr. Claire McCullough may also use social

media platforms for professional matters. You will know it is a professional platform if the providers' credentials are stated. You are welcome to access and review this information, just as anyone else in the public would be able to. However, these platforms are not secure and there is potential to compromise your confidentiality (e.g., identifying your name through your login or handle). Viewing, subscribing, friending, or posting on Dr. Claire McCullough's social media is at your own discretion. These platforms should not be used as a way to communicate about your treatment with Dr. Claire McCullough.

Dr. Claire McCullough will not communicate with, or contact, any clients through their personal social media platforms. Due to concerns about your confidentiality and provider privacy, we will decline friend or contact requests from current or former clients on personal social media platforms. If a provider discovers they have accidentally established an online relationship with you, they will cancel the online relationship immediately. This is because these types of casual social contacts can compromise the therapeutic relationship.

**Reviews:** If you see Dr. Claire McCullough LCMHC-S, PLLC listed on websites that review businesses, please know the listing is NOT a request from Dr. Claire McCullough for a testimonial, rating, or endorsement. We urge you to take your own privacy as seriously as we take our commitment of confidentiality. We always encourage you to discuss any concerns you may have with Dr. Claire McCullough directly.

**Recording:** You may not make any kind of electronic recording of our sessions without permission from your provider. We will always ask for your permission to record for educational or consultation purposes.

### **Telehealth via Video Conferencing**

After intake and establishing a therapeutic relationship, it may be possible for treatment delivery to occur via video conference (VC). The VC system we use meets standards of privacy protection, but we cannot guarantee privacy. You will not have to purchase a plan nor provide your name when you join our meeting.

Although VC may be used when the provider and client are in different locations, licensure regulations only allow a session to be conducted in the state in which

the provider is licensed and the client is located. An occasional exception can be made if temporary permission is available from another state.

Risks may involve, but are not limited to technological difficulties or a breach of information that is beyond our control. Clinical risks will be discussed in more detail with Dr. Claire McCullough, but may include discomfort with VC versus in-person treatment, difficulties interpreting non-verbal communication, and limited access to immediate resources if risk of self-harm or harm to others becomes apparent. You and Dr. Claire McCullough will weigh these advantages against any potential risks prior to proceeding with telehealth sessions.

**Treatment Termination:** Ideally, therapy ends when you and your provider agree your treatment goals have been achieved. However, either party may terminate treatment if we feel it is not proceeding in a manner that will be successful or if the contract for treatment is not being followed. Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit. Other situations that warrant termination include: regularly becoming enraged or threatening during session, bringing a weapon onto the premises, persistent drug abuse, arriving under the influence of drugs or alcohol, or disclosing illegal intentions or actions. Dr. Claire McCullough is happy to offer appropriate referrals for other treatment providers that may better meet your needs. At the end of our therapeutic relationship, we always recommend a final session to wrap up services, summarize treatment, and discuss future goals.

**Parent Consent:** To provide consent for treatment for your child, you must either have sole or shared/joint legal custody. If you have no legal custody you cannot provide consent for treatment. By signing below you are stating that you have the legal right to consent for this child. If separated or divorced, please provide a copy of the most recent custody agreement.

While North Carolina law only requires the consent of one custodial parent, it is Dr. Claire McCullough's policy to seek consent from both parents. She believes it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

Our record is created for your child in our Client Portal. Parents are required to share the username and password, allowing both access to the same information. Both parents should always assume that information shared with Dr. Claire McCullough, in any form, is open and available to the other parent.

**Complaints:** If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact the NC Board for Licensed Clinical Mental Health Counselors:

<https://ncblcmhc.org>

Po Box 77819

844-622-3572 or 336-217-6007

Greensboro, NC 27529

[Complaints@ncblcmhc.org](mailto:Complaints@ncblcmhc.org)

**Acknowledgement of Agreement and Understanding:**

In signing this document, you agree to enter into a therapeutic relationship with Dr. Claire McCullough, PhD, LCMHC-S and to collaborate in mental health assessments, services, and care. You acknowledge you have received, read, understand, and agree to abide by Dr. Claire McCullough's policies described above.

You may revoke this agreement in writing at any time, but it cannot be retroactive nor does it absolve you from financial obligations incurred in the course of services. Dr. Claire McCullough may also terminate this agreement at any time upon 30 days written notice; in such cases, we will provide referrals for another appropriate provider.

Client Printed Name

Guardian Printed Name (if applicable)

Client Signature Date

Guardian Signature Date (if applicable)