

Summit Wellness Centers, PLLC

PO Box:
211 Arden, NC 28704

Coaching/ Organizational Consulting Client Information Survey (Completed by Client)

In order to better serve you, we would appreciate the following information. Please complete this questionnaire as fully and accurately as you can. Please Print.

Date: _____

Client Name: _____

Sex: _____ M _____ F

Home Address: _____

Date of Birth: _____ Age: _____

Marital Status: _____

Years Married: _____

E-mail Address: _____

Phone Number: (H): _____ (Cell): _____ (Office): _____

May we leave you a message at any of these phone numbers?

Yes: _____ No: _____

You can receive appointment reminders to your email address, your cell phone (via a text message), or your home phone (via a voice message) before your scheduled appointments. You can also enjoy the convenience of online scheduling at any time. Once your account is established, you simply visit www.schedule.care to schedule or reschedule your appointments, or send a message to your counselor. Appointment information is considered to be "Protected Health Information" under HIPAA. By providing the information above, I signify that I am choosing to "opt-in" to communications via the methods specified above. I understand that email and standard SMS messages are not confidential methods of communication, and may be insecure. I further understand that, because of this, there is a risk that email and standard SMS messaging regarding my mental/ behavioral health care may be intercepted and read by a third party. Accordingly, I am waiving my right to keep this information completely private, and requesting that it be handled as I have noted above. I understand that I can opt-out of receiving communications at any time by contacting the office or speaking with my counselor. In addition, please explain below if you do not want us to leave a message on your phone, and indicate how you would like us to contact you.

Relationships:

Please describe your most important relationship(s), and any goal(s) you may have for our work together pertaining to this area of your life. _____

School:

Highest grade ever completed: _____

If in school or college, current grade/ year: _____

Please let me know about any goal(s) pertaining to school / college you would like for us to focus on in our work together.

Work:

Current employer: _____

Role in the organization: _____

Please let me know about any goal(s) pertaining to work you would like for us to focus on in our work together. If this pertains to organizational consulting/ coaching, and you are the executive/ sponsor/ company contact, please indicate your goals for this work here:

Today's Appointment

Explain in your own words why you have made this appointment today (your coach will discuss this with you in more detail):

On a scale of 1-10, Please tell me how motivated you are to achieve your goal(s) in coaching. _____
(1= Unmotivated 10= Very Motivated)

What are your goals for our work together? (If not already indicated elsewhere):

What action(s) have you already taken pertaining to these goal(s)?

What do you perceive to be your strengths/abilities that will assist you in the process of achieving your goal(s)?

What personal weaknesses or vulnerabilities may hinder your success?

How did you hear about our practice or the specific coach that you are seeing today?

May we thank the person who referred you to us?

Yes: _____ No: _____

*Other information you feel is important that wasn't asked about:

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Health Insurance Portability Accountability Act (HIPAA)

Client Rights & Therapist Duties

This document contains important information about federal law, the Health Insurance Portability and Accountability Act (HIPAA), 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. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this. If you have any questions, it is your right and obligation to ask so we can have a further discussion prior to signing this document. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless I have taken action in reliance on it.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are some situations where I am permitted or required to disclose information without either your consent or authorization. If such a situation arises, I will limit my disclosure to what is necessary. Reasons I may have to release your information without authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if I receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, I may be required to provide it for them. We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying

with federal privacy law. Additionally, we are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

3. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
4. If a patient files a worker's compensation claim, and I am providing necessary treatment related to that claim. I must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.
5. I may disclose the minimum necessary health information to my business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. My business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a patient's treatment:

1. If I know, or have reason to suspect, that a child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that I file a report with the North Carolina Abuse Hotline. Once such a report is filed, I may be required to provide additional information.
2. If I know or have reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that I file a report with the North Carolina Abuse Hotline. Once such a report is filed, I may be required to provide additional information.
3. If I believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, I may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.

CLIENT RIGHTS AND THERAPIST DUTIES

Use and Disclosure of Protected Health Information:

- *For Treatment* - We use and disclose your health information internally in the course of

your treatment. If we wish to provide information outside of our practice for your treatment by another health care provider, we will have you sign an authorization for release of information. Furthermore, an authorization is required for most uses and disclosures of psychotherapy notes.

- **For Payment** - We may use and disclose your health information to obtain payment for services we provide to you as delineated in the Therapy Agreement.
- **For Operations** - We may use and disclose your health information within as part of our internal operations. For example, this could mean a review of records to assure quality. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you.

Patient's Rights:

- **Right to Confidentiality** - You have the right to have your health care information protected. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will agree to such unless a law requires us to share that information.
- **Right to Request Restrictions** - You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** - You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- **Right to Inspect and Copy** - You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and release of information must be completed. Furthermore, there is a copying fee charge of \$1.00 per page. Please make your request well in advance and allow 2 weeks to receive the copies. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.
- **Right to Amend** - If you believe the information in your records is incorrect and/or missing important information, you can ask us to make certain changes, also known as amending, to your health information. You have to make this request in writing. You must tell us the reasons you want to make these changes, and we will decide if it is and if we refuse to do so, we will tell you why within 60 days.
- **Right to a copy of this notice** - If you received the paperwork electronically, you have a copy in your email. If you completed this paperwork in the office at your first session a copy will be provided to you per your request or at any time.
- **Right to an Accounting** - You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, I will discuss with you the details of the accounting process.
- **Right to choose someone to act for you** - If someone is your legal guardian, that person can exercise your rights and make choices about your health information; we will make sure the person has this authority and can act for you before we take any action.

- ***Right to Choose*** - You have the right to decide not to receive services with me. If you wish, I will provide you with names of other qualified professionals.
- ***Right to Terminate*** - You have the right to terminate therapeutic services with me at any time without any legal or financial obligations other than those already accrued. I ask that you discuss your decision with me in session before terminating or at least contact me by phone letting me know you are terminating services.
- ***Right to Release Information with Written Consent*** - With your written consent, any part of your record can be released to any person or agency you designate. We will discuss whether or not I think releasing the information in question to that person or agency might be harmful to you.

Therapist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI. I will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect. If I revise my policies and procedures, I will provide you with a revised notice in office during our session.

Disclosure to Health Information Exchanges: (For NC State Health Insurance Plans)

This facility participates in the North Carolina Health Information Exchange Network, called NC HealthConnex, which is operated by the North Carolina Health Information Exchange Authority (NC HIEA). We will share your protected health information, or PHI, with the NC HIEA and may use NC HealthConnex to access your PHI to assist us in providing health care to you. We are required by law to submit clinical and demographic data pertaining to services paid for with funds from North Carolina programs like Medicaid and State Health Plan. We may also share other patient data with NC HealthConnex not paid for with state funds. If you do not want NC HealthConnex to share your PHI with other health care providers who are participating in NC Health Connex, you must opt out by submitting a form directly to the NC HIEA. Forms and brochures about NC HealthConnex are available in our offices and online at NCHealthConnex.gov. You may also contact our Privacy Office at (828)-692-6383. Again, even if you opt out of NC HealthConnex, we will submit your PHI if your health care services are funded by State programs. Your patient data may also be exchanged or used by the NC HIEA for public health or research purposes as permitted or required by law. For more information on NC HealthConnex, please visit NCHealthConnex.gov/patients.

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 me, the State of North Carolina Department of Health, or the Secretary of the U.S. Department of Health and Human Services.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Client/Legal Guardian Signature

Date

Printed Name

Client/Legal Guardian Signature

Date

Printed Name

Kevin Wimbish, LMFT, HIPAA Compliance Officer

Kevin Wimbish, MS
Summit Wellness Centers, PLLC
1293 Hendersonville Rd., Ste 23
Asheville, NC 28803
p) 828.692.6383

Coaching/ Organizational Consulting Agreement

This agreement is made between Kevin Wimbish, MS (coach), and

Client: _____

Company Name (if applicable): _____

All parties agree to the following:

Coaching Philosophy:

My style of coaching consists of many potential components: utilizing assessments, identifying deeply held values, asking the right questions, listening carefully to responses, identifying resources (strengths, qualities, experiences), helping the individual overcome blocks to success, incorporating principles of habit formation, building emotional intelligence, and helping one develop a high degree of self-care. We will work on helping you set clear goals and objectives and we will regularly evaluate your progress.

Coaching is not therapy. Although I am trained in therapy, I do not engage in the practice of therapy with my coaching clients. If issues arise that are best dealt with in a therapeutic context, I will refer to appropriately trained professionals. It is also important that you understand that I am a Christian and this impacts my worldview, though I work with Christian and non-Christian coaching clients.

Coaching is for individuals who are emotionally and psychologically healthy and who want to make changes to move forward in their professional and/or personal lives.

By entering this relationship, the coach and client acknowledge that the client wants to make significant progress and change in his/ her life. **Because progress and change happen at rates that are unique to each individual, the coach and client(s) commit to working with each other for an initial three-month period after the initial, evaluative meeting, unless other arrangements have been made, as may be the case when

working with organizations. This allows the coaching relationship necessary time to develop and progress through objectives, obstacles, and successes that occur.

Scheduling:

All coaching sessions are conducted by telephone, via Google Meet, and/ or in person as permitted by geographic location.

At the scheduled appointment time, if conducted via phone, the client agrees to call that 828.329.5487. The coach and client commit to start and finish each session on time. If the client is more than 15 minutes late for a coaching session the coach will assume the session is canceled and the client will be charged the total fee for the coaching session (\$120 per 55 minute coaching session, \$80 per 30 minute coaching session). The client understands that once scheduled, that time is reserved for him or her.

Rescheduling a coaching session is easily done with appropriate notice. If the client needs to cancel an appointment, he/ she agrees to provide at least 24 hours notice via call or email or be charged the fee for the appointment (\$120 per 55 minute coaching session, \$80 per 30 minute coaching session).

In between coaching sessions, the client may feel free to email the coach, and the coach will respond based on availability. Calls made between the scheduled meetings are permissible based on availability. Both parties agree to keep these calls to 10 minutes or less. If requested calls become a regular occurrence, I understand that my coach may discuss an additional fee for this service with me.

Because of the limitations of email/texting (asynchronous communication, lack of ability to interpret non-verbals, etc...) it may be utilized for communication about scheduling, homework assignments, etc... However, email/texting will not be used for more significant discussions that are best suited for synchronous conversation (in person, via Google Meet, phone.)

Confidentiality:

The coaching relationship is built on trust. The coach agrees to keep all conversations and information with the client private and confidential with the following exceptions: 1) The client signs a written release of information indicating informed consent to such release; 2) The client expresses a clear and imminent intent to do serious harm to himself/ herself or someone else; 3) There is evidence or reasonable suspicion of abuse/ neglect against a minor child, elder person (65 or older), or disabled adult; 4) A subpoena or court order is received directing the disclosure of information; or 5) As

required by law. **When working with individuals within an organizational consulting and/ or coaching arrangement, themes of information, rather than specific information from individuals, will be discussed with the executive/ sponsor/ company contact unless an Authorization to Release/ Exchange Confidential Coaching Records has been completed. Information will be shared with the administrative team of Summit Wellness Centers, PLLC as needed to facilitate the coaching/consulting process (including scheduling, payments, etc...)

Organizational/ Team Consulting:

Plans for organizational/ team consulting will be discussed with the executive/ sponsor/ company contact and the coach. The coach will discuss a proposal that will include a projected time frame for achieving desired results, as well as associated fees.

**Indicates throughout this document that arrangements may be different with organizational consulting/ coaching based on agreements with the executive/ sponsor/ company contact.

Coaching Fees & Commitment:

Individual coaching (not pertaining to organizational consulting) meetings are typically conducted in approximately 55 or 30 minute increments, at a frequency of 2 - 3 per month. The initial coaching session will be approximately 55 minutes and the fee will be \$120. The fee for each subsequent coaching session is \$120 for a 55 minute session or \$80 for a 30 minute session.

*Because I desire to help my clients establish changes that become woven into their lives, the initial commitment is for three months. After the initial 3 months, the coaching relationship can be renewed on a month to month basis. The monthly program may be canceled in writing at any time without penalty. If the client desires certain assessments and/or the coach deems assessments necessary, the additional fees for assessments will be discussed prior to them being given to the client.

**Fees are payable at each meeting or in advance of each meeting, with the exception of organizational consulting agreements, which are handled according to the agreed upon proposal.

Initial Commitment (Individual Coaching): _____ Months, From: _____ To:

Fees: \$120 per 55 minute individual session or \$80 per 30 minute individual session.

Requested sessions per month: _____

Requested duration of scheduled sessions (30 or 55 minutes): _____

Client billing agreement (for individuals, check one):

At the beginning of each 3 month term: _____

At the beginning of each month: _____

At each session: _____

Client was referred by: _____

May I thank the person who referred you? Y: _____ N: _____

Preferred method of meeting (please check which method you prefer):

In the office: _____

Via Google Meet: _____

Via phone/ audio only: _____

Agreements:

1. Client agrees to call the coach at the scheduled time (if meeting via phone). Client is present at the office or in the teleconferencing meeting at the scheduled time where applicable.
2. Client pays coaching fees at each meeting or in advance (applicable to individual coaching arrangements).
3. Client will not record coaching sessions.
4. Client agrees to pay for long distance fees, where applicable.

Client acknowledges & agrees that:

1. I am entirely responsible for my physical, spiritual, mental, and emotional well-being during my coaching meetings/ calls. This includes my decisions and choices. I understand that at any time, I can stop coaching.
2. Coaching is designed to facilitate growth pertaining to goals in one's personal and/ or professional life, and plans/strategies and actions to achieve these goals.
3. Coaching is comprehensive and may involve all areas of one's life. These areas may include one's health, relationships, work, finances, recreation and/ or education. I understand that deciding how to incorporate coaching into, and make decisions and choices about these issues/ areas are entirely my responsibility.
4. The diagnosis nor treatment of mental/ behavioral disorders as defined by the American Psychiatric Association are involved in coaching. Coaching is not to take the place of psychotherapy, counseling, psychoanalysis, substance abuse treatment, or care for mental health. I will not substitute coaching for any of the aforementioned, nor diagnosis, therapy, nor treatment.
5. If applicable, I have discussed whether coaching is advisable for me, and my decision to move forward with the coaching relationship with the provider of my mental health care.
6. I understand the limits of confidentiality as required by law and as set forth in this Coaching/ Consulting Agreement.
7. Information from our coaching sessions may be anonymously shared in teachings, trainings, and/ or professional consultations.
8. Client will pursue guidance from other professionals pertaining to medical, legal, financial, spiritual, business and/ or other concerns and understands that coaching is not intended to be a substitute for advice from such professionals. Client understands and acknowledges that all decisions and actions pertaining to the aforementioned and in other areas of client's life are the sole responsibility of the client.

I have read and agree to the above. I also understand this document in its entirety, and if uncertain as to any of its components, I have expressed that, and have had these items explained to me.

Client Signature:

Date: _____

Coach's Signature:

Date: _____

Effective 1/1/24

****Indicates throughout this document that arrangements may be different with organizational consulting/ coaching based on agreements with the executive/ sponsor/ company contact.**

Portions of this document are adapted from the ICF Sample Coaching Agreement obtained from The College of Executive Coaching.

Effective 1/1/24

Summit Wellness Centers, PLLC
PO Box 211
Arden, NC 28704

Coaching Payment Policy:

It is the policy of Summit Wellness Centers, PLLC that payment is due by the time of service unless other financial arrangements are made in advance, (i.e. with organizational consulting and/ or company sponsored coaching). In order to complete this process efficiently, Summit Wellness Centers, PLLC will maintain secure records of our clients' credit /debit card. Your card will be billed for the payment as agreed upon in the Coaching Agreement or on the day of your appointment. Your card will also be charged for no-show appointments on the date of service you were scheduled.

By paying via credit/debit card, you acknowledge that this credit/debit card information will be automatically kept on file via PCI-compliant encrypted code with the following credit card processor: TSYS (CAYAN).

I (we), the undersigned, authorize and request Summit Wellness Centers, PLLC to charge my credit/debit card, indicated above, for balances due for coaching services rendered. In the event of no-show appointments, I authorize Summit Wellness Centers, PLLC to charge my credit/debit card for my balance due. Please remember that you are 100 percent responsible for all charges incurred. This authorization will remain in effect until I(we) cancel this authorization. To cancel, I(we) must give a 60 day notification to Summit Wellness Centers, PLLC in writing and the account must be in good standing. By my signature below, I also indicate my understanding and acknowledgement that coaching is not reimburseable by insurance and I am responsible for the full fee as set forth in the Coaching Agreement.

Cancellation/No-Show Policy:

If for any reason you need to cancel an appointment, you must contact us at least 24 hours prior to the appointment to reschedule. Otherwise, you will be charged for the time that was reserved for you (\$120 per 55 minute coaching session, \$80 per 30 minute coaching session). If you repetitively cancel appointments, we reserve the right to discontinue services. This cancellation and no-show policy assures that we are being good stewards of the number of sessions our coaches can provide and allows us to best serve our clients. We appreciate your cooperation and partnership in this matter as we seek to serve.

Signed Agreement:

I understand and agree to the preceding information regarding the cancellation/no-show policy and the financial requirements/payment policy for services rendered.

Client Name _____ Date _____

Client Signature _____