

Newman Avenue Associates

COUNSELING ♦ TRAINING ♦ CONSULTING

CLIENT INFORMATION, INFORMED CONSENT AND ACKNOWLEDGEMENT OF RECEIPT OF HIPAA PRIVACY NOTICE

Section I: Client information

Section II: Informed consent

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Section I: Client Information

Welcome to Newman Avenue Associates (NAA)! We would like you to know some important aspects of the services we will be providing for you. We would also like you to signify your acceptance of these arrangements by signing this form in two places and returning it to your therapist at the time of your first visit.

Appointments: You will see your therapist on an appointment basis. If you wish, we will try to establish a regular time for your appointments. Your therapist will confirm your next appointment at the end of each visit. Please notify us at least 24 hours prior to your appointment if you cannot keep it. **If you do not cancel your appointment and do not keep it, or if you cancel with less than 24 hours' notice, you will be charged \$75.00 for the service.** You will be responsible for paying these charges in full since insurance companies do not pay such charges. Medicaid, Medicare and some third-party payors by contract prohibit the collection of this fee. **If you are a Medicare or Medicaid client and you miss an appointment without giving 24 hours' notice on 3 occasions, services will be terminated and you will be referred to the Community Services Board of your local community.**

Additional services: If you request services in addition your regular appointments, such as telephone calls to other professionals, written communications, attendance at meetings with other professionals, etc., you may be charged at the therapist's hourly rate.

Communication: Your therapist will talk with you as soon as possible if you need to do so between appointments. If you leave a voicemail message after normal business hours, your therapist, or our on-call therapist, will return your call as soon as possible. Telephone consultations of more than five minutes may be billed on a prorated basis. Insurance companies do not pay for telephone consultations.

Confidentiality: It is the commitment of NAA therapists to keep your private communication with them confidential. There are Federal and Virginia state legal protections for the privileged communication with your NAA therapist. There are many legal exceptions to this protected communication. If you are involved in a civil or criminal court case, there may be limits on your confidential communication with your therapist. If you have concerns about this, please consult with your attorney. If you present as an imminent danger to hurt yourself or someone else, your therapist is required by law to act. Some of the exceptions are as follows: a. Reporting abuse/neglect of a child (VA code §63.2.1509), b. Reporting abuse/neglect of aged/incapacitated adult (VA code §63.2.1606) c. Reporting practitioners in treatment (VA code §54.1.2400.7, 54.1-2909, 54.1-2914), d. Mental health provider and unprofessional conduct (VA code §54.2909, §54.1-2914), e. Mental condition at issue in case (VA code §8.01-399), f. Exceptions to privilege (VA code §8.01-400.2), g. Health Insurance Portability and Accountability Act (C.F. R. 160.103 or 162.103), h. Custody and visitation; mental healthcare records (VA code §20-124.3:1).

Emergency services: If the NAA client is having a mental health emergency and they are unable to reach their therapist by phone, call 911 or go to the nearest hospital emergency room.

Payment for services:

Initial evaluation session:				\$175.00
Individual, family or marital session:	30 minutes - \$75.00	45 minutes - \$125.00	60 minutes - \$150.00	
Fee for returned check:				\$25.00
Fee for missed appt. or cancellation within 24 hours:				\$50.00

The cost of consultation, court appearances, document production, telephone contact or any other clinical services are negotiated directly with your NAA therapist. You agree to pay in full for services not covered by your insurance and for your portion of covered services, including any legal or other costs incurred in the collection of this account, if it becomes delinquent. We will file insurance claims for you if you wish. If you file your own claim, you agree to pay the full charge at the time of service.

We will provide you with a monthly statement on your account. You agree to pay 1.5% interest charge (18% per year) on a balance that is 90 days or more past due. If you are having difficulty paying for ongoing services or have a significant outstanding balance, we will develop a budget plan with you and your therapist may need to adjust the frequency of your visits or assist you in obtaining alternative services. It is NAA policy to charge for returned checks.

Financial responsibility/assignment of benefits: I understand that I am responsible for paying my co-payments, co-insurance and deductibles at the time of service.

I, the undersigned, understand that NAA will bill my insurance carrier for services rendered upon verification of coverage by my insurance company. I understand that verification of benefits is not a guarantee of payment. If my insurance company fails to render payment for services rendered, I hereby personally guarantee payment for services rendered.

I hereby request that my insurance carrier make payment directly to NAA for all services rendered by NAA. If my current policy prohibits direct payment to the provider, I hereby instruct and direct my insurance carrier to make checks out in my name but send checks to the provider.

If my insurance carrier makes payments to me, I agree to immediately pay over these funds to the provider. I also authorize the provider to deposit checks received on my account when made out to me. I understand and agree that if I fail to make any of the payments for which I am responsible in a timely manner, I will be responsible for all costs of collecting monies owed, including court costs, collection agency fees and attorney fees.

The patient, legal guardian or parent who accompanies the minor to the appointment (if the patient is under 18 years old) will be responsible for the co-payments and deductibles at the times of service.

NAA charges a fee of \$25.00 for checks returned for insufficient funds or other denial of payment.

Cancellation policy: We understand it is sometimes necessary to make schedule changes to accommodate our busy lives. Appointments that are cancelled or changed without notifying the provider **at least 24 hours in advance** will be subject to a **\$50.00 cancellation fee** that is not covered by insurance carriers.

Records: Patient records are the property of NAA, but you may request a copy of these in writing at any time. Access to these records will be given according to Virginia state guidelines consistent with your condition and with sound therapeutic treatment. Access will occur within 15 days. Your record will be closed 45 days after the last contact with your therapist. The record will be destroyed five years after the client's last date of service, or ten years after the client's eighteenth birthday if the client is a minor.

Section 2: Informed consent for treatment

Treatment at NAA is provided by professionals who are mental health providers licensed by the Virginia Department of Health Professions. Mental health services are known by several names such as psychotherapy, counseling, assessment, treatment, consultation, talk therapy, or medical psychotherapy. In this document, we will use the term “psychotherapy.” Your NAA therapist will meet with you and use their knowledge and professional training to assist you to resolve the issues that brought you to NAA. In order to clarify expectations and avoid any misunderstandings about the mental health services provided at NAA, we use this form to initiate a discussion with you about the services you will receive at NAA.

- 1. The nature and purpose of services being offered:** Psychotherapy may be defined as: “The use of psychological methods in a professional relationship to assist a person or persons to acquire greater human effectiveness or to modify feelings, life conditions, attitudes and behaviors which are emotionally, intellectually or socially ineffectual or maladjustive.”¹

As the definition notes, psychotherapy involves a “relationship to assist.” As the client, you remain in charge of your life situation during psychotherapy and your NAA therapist will assist you in making changes that you agree would improve your functioning. You and your NAA therapist will develop and periodically review your goals and your treatment plan. Many clients find psychotherapy helpful but there is no “guarantee” that psychotherapy will work for everyone. If your NAA therapist finds that you are not experiencing an improvement in your situation, they may revise your treatment plan with you or they may refer you to other resources in the community that would better serve your needs.

- 2. The existence of alternatives to the types of services being offered:** Psychotherapy is one treatment option. Some clients might benefit from concurrent psychotherapy and medications. Some clients might choose only to receive medication. There are many different types of “helpers” in the community. You are free to choose to seek whatever type of treatment or whichever type of provider you prefer. Each therapist has their own particular training and style of delivering psychotherapy, and you are free to decide which provider best helps you with your situation.
- 3. Likely potential benefits and risks involved in accepting or refusing these services:** Psychotherapy may help you to “acquire greater human effectiveness or modify your feelings, life conditions, attitudes, and behaviors, which are emotionally, intellectually or socially ineffectual or maladjustive for you.” There is also the possibility it will not help you with any of these items. There is some risk that you may feel worse from engaging in psychotherapy. Engaging in psychotherapy is a voluntary choice. Refusing psychotherapy services is one of your choices. By refusing psychotherapy, your ability to “acquire greater human effectiveness or modify your feelings, life conditions, attitudes and behaviors which are emotionally, intellectually or socially ineffectual or maladjustive to you” may not change and may cause you continued difficulty.
- 4. The expected frequency of contacts and duration of treatment:** The frequency of your contacts and the duration of your treatment are negotiated between you and your NAA therapist. Each person and situation are different. Some clients attend a few sessions and others may be in treatment for several months. Periodic review of your treatment plan and goals will occur so you will be informed of the duration of your treatment. NAA therapists have contracts with managed care companies and insurance companies which define the number of sessions authorized for payment for services. Your NAA therapist will review these authorizations with you and you are responsible to explore your specific insurance or managed care plan to be aware of your benefits.

5. NAA therapists will maintain appropriate boundaries in their interactions with clients: Boundaries ensure a safe environment for you to work on your emotional issues. Collectively, boundaries form a context that makes healing possible. It is the NAA therapist’s responsibility to maintain boundaries in the professional relationship with each client. Legitimate healthcare never involves sexual activity between the practitioner and client. “Healthcare providers who initiate, encourage or permit sexual contact with their patients are exploiting them.”²

By signing below, I acknowledge I have been informed about my treatment at NAA and have had a discussion with my NAA therapist answering questions about my (or my child’s) treatment, and I consent to receive treatment from NAA. I agree to all of the terms and conditions regarding payment for services and other terms of this client information form and have received a copy of this form.

_____	_____	_____
Client/Guardian signature	Minor signature	Therapist signature
_____	_____	_____
Date	Date	Date

Section 3: Acknowledgement of receipt of HIPAA and NAA privacy practices

By signing below, I acknowledge I have received a copy of the NAA notice of privacy practices.

_____	_____	_____
Client/Guardian signature	Minor signature	Witness signature
_____	_____	_____
Date	Date	Date

I attempted to obtain written acknowledgement of receipt of NAA notice of privacy practices but acknowledgement could not be obtained because:

- Individual refused to sign
- Communications barrier
- Emergency situation
- Other: _____

¹Documenting Psychotherapy, Essentials for Mental Health Practitioners; by Moline, Williams and Austin, Sage Publications, 1998

²Sexual Exploitation in Health Care, Virginia Department of Health Professions, Richmond, VA