

Client Information, Informed Consent and Acknowledgment of Receipt of HIPAA Privacy Notice

Section 1: Client Information

Section 2: Informed Consent for Treatment

Section 3: Acknowledgement of Receipt of HIPAA-NAA Privacy Practices

SECTION 1: CLIENT INFORMATION

WELCOME! We would like you to know some very 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 can't keep it. **If you don't cancel your appointment and don't keep it, or if you cancel with less than 24 hours' notice you will be charged \$50 for the service.** You will be responsible for paying these charges in full since insurance companies don't pay such charges. Medicaid and Medicare and some third party payors by contract prohibit the collection of this fee. **If you are a Medicaid or Medicare client and you miss an appointment without giving a 24 hours' notice on 3 occasions then services will be terminated and you will be referred to the Community Services Board in your local community.**

Additional Services

If you request services in addition to your regular appointment time (telephone calls to other professionals, written communications, attendance at meetings with other professionals, etc.), you may be charged for these services 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. When you get our answering service after normal business hours, your therapist or our on-call therapist will return your call. Telephone consultations of more than 5 minutes may be billed on a prorated basis. Insurance companies don't pay for telephone consultations.

Confidentiality

It is the commitment of NAA therapists to keep your private communication with them confidential. There are Virginia and Federal legal protections for the privileged communication with your NAA therapist. There are many legal exceptions to this protected communication. If you are involved in 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 take action. *Some* of the exceptions are as follows:

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| A. Reporting Abuse/Neglect of a child | Code of Virginia § 63.2.1509 |
| B. Reporting Abuse/Neglect of Aged/Incapacitated Adult | Code of Virginia § 63.2.1606 |
| C. Reporting Practitioners in Treatment | Code of Virginia § 54.1.2400.7; § 54.1-2909; § 54.1-2914 |
| D. Mental Health Provider and Unprofessional conduct | Code of Virginia § 54.2909, § 54.1-2914 |
| E. Mental Condition at Issue in Case | Code of Virginia § 8.01-399 |
| F. Exceptions to Privilege | Code of Virginia § 8.01-400.2 |
| G. Health Insurance Portability and Accountability Act | C.F. R. 160.103 Or 162.103 |
| H. Custody and visitation; mental health care records | Code of Virginia 20-124.3:1 |

Emergency Services

If the Newman Avenue 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

Cost of services

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| Cost of initial evaluative session: | \$150.00 |
| Cost of individual, family or marital session: | \$100.00 |
| Fee for returned check: | \$25.00 |
| Fee for missed appointment or cancellation with less than 24 hours' notice: | \$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 on-going services or have a significant outstanding balance, we will develop a budget plan with you and your therapist may need to adjust 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 Newman Avenue Associates 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 Newman Avenue Associates for all services rendered by Newman Avenue Associates. If my current policy prohibits direct payment to Provider, I hereby instruct and direct my insurance carrier to make the check out in my name but send the check to Provider.

If my insurance carrier makes payments to me I agree to immediately pay over these funds to Provider. I also authorize Provider, to deposit check 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-payment and the deductible at the time 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 necessary to make schedule changes to accommodate our busy lives. Appointments that are cancelled or changed without notifying this office **at least 24 hours in advance** will be subject to a **\$50 cancellation fee** that is not covered by your insurance carrier.

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. Forty five (45) after the last contact with your therapist your record will be closed. The record will be destroyed ten (10) years after the client's last date of service or ten years after the client's eighteenth (18th) birthday, if the client is a minor.

SECTION 2: INFORMED CONSENT FOR TREATMENT

Treatment at Newman Avenue Associates (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 her/his 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."
(Documenting Psychotherapy, Essentials for Mental Health Practitioners; by Moline, Williams and Austin, Sage Publications 1998)

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 she or he may revise your treatment plan with you or she or he 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" out 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 to 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 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 to modify your feelings, life conditions, attitudes, and behaviors which are emotionally, intellectually, or socially ineffectual or maladjustive for 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 is 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 which are authorized for payment of 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 insure 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 health care never involves sexual activity between the practitioner and client. Health care providers who initiate, encourage or permit sexual contact with their patients are exploiting them. (Sexual Exploitation in Health Care, Virginia Department of Health Professions, Richmond VA.) NAA therapists will maintain appropriate boundaries in their interactions with clients.

By signing below I am acknowledging I have been informed about my treatment at NAA and have had a discussion with my NAA therapist answering questions about my treatment (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: _____ Date: _____

Minor signature: _____ Date: _____

Therapist signature: _____ Date: _____

SECTION 3: ACKNOWLEDGEMENT OF RECEIPT OF HIPAA-NAA PRIVACY PRACTICES

By my signature I _____ acknowledge that I received a copy of the NAA Notice of Privacy Practices.

Client/Guardian signature: _____ Date: _____

Witness signature: _____ Date: _____

I attempted to obtain written acknowledgement of receipt of NAA Notice of Privacy Practices but acknowledgement could not be obtained because:

- | | |
|---|--|
| <input type="checkbox"/> Individual refused to sign | <input type="checkbox"/> Emergency Situation |
| <input type="checkbox"/> Communications barrier | <input type="checkbox"/> Other |