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PATIENT AGREEMENT

Consent for Treatment

Voluntary Consent for Treatment: Patients understand that they voluntarily enter into treatment, (or give consent for the minor or person under their legal guardianship), with Empowerment Therapy Center (hereby referred to as ETC). Further, the patient consents to have treatment provided by ETC licensed mental health professionals or designated intern/resident under direct supervision of a licensed mental health professional.

The patient understands that psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, especially during the first few weeks of treatment because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems.

The patient understands that the therapy may be discontinued at any time by either party. The patient is encouraged to discuss this decision with their therapist before termination of treatment to help facilitate a more appropriate plan for discharge.

Non-voluntary Discharge from Treatment: A patient may be terminated from treatment at ETC non-voluntarily if: (A) the patient exhibits physical violence, verbal abuse, carries weapons, or engages in illegal acts at the clinic; (B) the patient exhibits violence or threats (physical or verbal) toward their therapist and/or therapist's family in any setting; and/or (C) the patient refuses to comply with stipulated program rules, refuses to comply with treatment recommendations, or does not make payment or payment arrangements in a timely manner. The patient will be notified of the non-voluntary discharge by ETC via letter. The patient may appeal this decision with ETC or request to reapply for services at a later date.

Notice of Privacy Practices

The Federal Health Insurance Portability and Accountability Act (HIPAA) requires mental health professionals to issue this official Notice of Privacy Practices. This notice describes how mental health and medical information about you may be used and disclosed and how you may gain access to this information. Please review it carefully.

ETC is required to abide by the terms of the Notice of Privacy Practices currently in effect, and to provide notice of its legal duties and privacy practices with respect to protected health and psychological information. If you have any questions about this notice, please discuss with your therapist, or contact the Director of ETC, Brooke Utley, LPC. This notice may not apply to you in some circumstances which are not covered by federal HIPPA regulations. You may be protected under other federal and state laws.

I. Confidentiality:

Uses and Disclosures of Information Requiring Your Authorization or Consent

As a rule, Empowerment Therapy Center (ETC) will disclose no information about you, or the fact that you are a patient, without your written consent. Our formal Mental Health Records describe the services provided to you and contain the dates of sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any psychological testing reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes. **However, we do not routinely disclose information in such circumstances, so we will require your permission in advance, either through your consent at the onset of our relationship** (by signing a general consent form), **or through your written authorization at the time the need for disclosure arises.** You may revoke your permission, in writing, at any time.

II. Limits of Confidentiality:

Possible Uses and Disclosures of Mental Health Records without Consent or Authorization

There are some important exceptions to this rule of confidentiality, most of which are required by law. If you wish to receive mental health services at ETC, you must sign the attached form indicating that you understand and consent to accept these policies about confidentiality and its limits. You may request a copy of these policies at any time, and can always discuss the policies with your therapist throughout the course of treatment.

ETC may use or disclose records or other information about you without your consent or authorization in the following circumstances, either by policy, or because legally required:

- **Emergency** If you are involved in a life-threatening emergency and we cannot ask your permission, we will share information if your therapist believes you would have wanted them to do so, or if they believe it will be helpful to you.
- **Child Abuse Reporting:** If we have reason to suspect that a child is abused or neglected, we are required by Virginia law to report the matter immediately to the Virginia Department of Social Services (§ [63.2-1509](#)).
- **Adult Abuse Reporting:** If we have reason to suspect that an elderly or incapacitated adult is abused, neglected or exploited, we are required by Virginia law to immediately make a report and provide relevant information to the Virginia Department of Welfare or Social Services (§ [63.2-1606](#)).
- **Health Oversight:** Virginia law requires that licensed counselors report misconduct by any mental health care provider. By law, if you describe unprofessional conduct by another mental health provider of any profession, we are required to explain to you how to make a report to the licensing board (§ [54.1-2400.4](#)). If you are yourself a health care provider, we are required by law to report to your licensing board if we believe your condition places the public at risk (§ [54.1-2400.7](#)). Virginia Licensing Boards have the power, when necessary, to subpoena relevant records for investigating a complaint of provider incompetence or misconduct.
- **Court Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and ETC will not release information unless you provide written authorization or a judge issues a court order (§ [8.01-399](#); § [8.01-400.2](#)). If we receive a subpoena for records or testimony, we will notify you so that you (or your attorney, or ETC) can file a motion to quash (block) the subpoena and can give reasons why we think your records should be protected from disclosure. However, while awaiting the judge’s decision, we are required to place said records in a sealed envelope and provide them to the Clerk of Court. NOTE: In Virginia civil court cases, therapy information or records are not protected by patient-therapist privilege in child abuse cases, in cases in which your mental health is an issue (e.g., if you sue someone for mental/emotional damages), or in any case in which the judge deems the information to be “necessary for the proper administration of justice.” In criminal cases, Virginia has no statute granting therapist-patient privilege, although

records can sometimes be protected on another basis. Protections of privilege may not apply if we do an evaluation for a third party or where the evaluation is court-ordered. You will be informed in advance if this is the case.

• **Serious Threat to Health or Safety:** Under Virginia law, if engaged in professional duties and you communicate to your therapist a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and it is believed you have the intent and ability to carry out that threat immediately or imminently, we are legally required to take steps to protect third parties (§ [54.1-2400.1](#)). These precautions may include 1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18, 2) notifying a law enforcement officer, or 3) seeking your hospitalization. ETC policy also allows use and disclosure of medical information about you when necessary to prevent an immediate, serious threat to your own health and safety. If you become a party in a civil commitment hearing, ETC could be required to provide your records to the magistrate, your attorney or guardian *ad litem*, a CSB evaluator, or law enforcement officer, whether you are a minor (§ [16.1-337](#)) or an adult (§ [37.2-804.2](#)).

• **Workers Compensation:** If you file a worker's compensation claim, ETC is required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

• **Records of Minors:** Virginia has a number of laws that limit the confidentiality of the records of minors. For example, parents, regardless of custody, may not be denied access to their child's records (§ [20-124.6](#)); and CSB evaluators in civil commitment cases have legal access to therapy records without notification or consent of parents or child (§ [16.1-342](#)). Other circumstances may also apply, and we will discuss these in detail when providing services to minors.

• **Business Associates:** We have Business Associates with whom we may share your Protected Health Information (PHI). An example includes Supervisors, Business Associates who provide coverage while we are out of town, answering services as necessary, shared clerical functions with Business Associates with whom we may share offices with, collection agencies or collection attorneys, or technicians who may need to service equipment where necessary information is stored. We enter into agreements with such associates such that they are also obligated to respect the privacy of your PHI.

Other uses and disclosures of information not covered by this notice or by the laws that apply to me will be made only with your written permission.

III. Patient's Rights and Provider's Duties:

• **Right to Request Restrictions-**You have the right to request restrictions on certain uses and disclosures of PHI about you. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care. If you ask your therapist to disclose information to another party, you may request that your therapist limit the information disclosed. However, we are not required to agree to a restriction you request. To request restrictions, you must make your request in writing, and tell us: 1) what information you want to limit; 2) whether you want to limit our use, disclosure or both; and 3) to whom you want the limits to apply.

• **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. (For example, you may not want a family member to know that you are being seen at ETC. Upon your request, we will send your bills to another address. You may also request that we contact you only at work, or that we do not leave voice mail messages.) To request alternative communication, you must make your request in writing, specifying how or where you wish to be contacted.

• **Right to an Accounting of Disclosures** – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in section III of this Notice). On your written request, your therapist will discuss with you the details of the accounting process

• **Right to Inspect and Copy** – In most cases, you have the right to inspect and copy your medical and billing records. To

do this, you must submit your request in writing. If you request a copy of the information, ETC may charge a fee for costs of copying and mailing. ETC may deny your request to inspect and copy in some circumstances. We may refuse to provide you access to certain psychotherapy notes or to information compiled in reasonable anticipation of, or use in, a civil criminal, or administrative proceeding.

• **Right to Amend** – If you feel that the PHI that we have about you is incorrect or incomplete, you may ask us to amend the information. To request an amendment, your request must be made in writing, and submitted to the Director of ETC. In addition, you must provide a reason that supports your request. We may deny your request if you ask ETC to amend information that: 1) was not created by one of our therapists; we will add your request to the information record; 2) is not part of the medical information kept by ETC; 3) is not part of the information which you would be permitted to inspect and copy; 4) is accurate and complete.

• **Right to a copy of this notice** – You have the right to a paper copy of this notice. You may ask ETC to give you a copy of this notice at any time. Changes to this notice: ETC reserves the right to change its policies and/or to change this notice, and to make the changed notice effective for medical information that we already have about you as well as any information we receive in the future. The notice will contain the effective date . A new copy will be given to you or posted in the waiting room. We will have copies of the current notice available on request.

Complaints: If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your request in writing to the Director of ETC. You may also send a written complaint to the U.S. Department of Health and Human Services.

Financial Policy

ETC's financial policy is designed to clarify the payment policies, including insurance billing and expectations of co-pays and out-of-pocket expenses. The person responsible for payment of account is required to sign the Receipt of Patient Agreement.

Your insurance policy, if any, is a contract between you and the insurance company. ETC is not part of the contract with you and your insurance company. As a service to you, ETC will bill insurance companies and other third-party payers, but cannot guarantee such benefits or the amounts covered. ETC is not responsible for the collection of such payments from your insurance or third-party payer. In some cases, insurance companies or other third-party payers may consider certain services as not reasonable or necessary or may determine that services are not covered. In such cases, the person responsible for payment of account is responsible for payment in full to ETC. ETC charges patients the usual and customary rates for the service area. Patients are responsible for payments regardless of any insurance company's arbitrary determination of usual and customary rates.

The person responsible for payment of account is financially responsible for paying funds not paid by insurance companies or third-party payers after 60 days. Payments not received after 120 days are subject to collections. A 1% per month interest rate is charged for accounts over 60 days.

Insurance deductibles and co-payments are due at the time of service. Although it is possible that mental health coverage deductible amounts may have been met elsewhere (e.g., if there were previous visits to another mental health provider since January of the current year that were prior to the first session with ETC), this amount will be collected by ETC until the deductible payment is verified to ETC by the insurance company or third-party provider. All insurance benefits will be assigned to ETC (by insurance company or third-party provider) unless the person responsible for payment of accounts pays the entire balance each session. Patients are responsible for payments at the time of services. The adult accompanying a minor (or guardian of the minor) is responsible for payments for the child at the time of

service. Unaccompanied minors will be denied nonemergency service unless charges have been preauthorized to an approved credit plan, charge card, or payment at the time of service.

Missed appointments or cancellations less than 24 hours prior to the appointment are charged a **\$60 fee**, which is not covered by insurance payers.

Other fees not covered by insurance are charged an hourly rate of \$100 and prorated in 15-minute increments. These fees are due at time of service and include, but are not limited to, such services as phone consultations, letters written on your behalf, report writing, requested preparation of records or treatment summaries, preparation of disability forms, preparation of documentation/travel/waiting/testifying for subpoenaed court appearances. We do not provide forensic psychological services and refrain from appearing as an “expert witness” in court.

IMPORTANT NOTE: It is against ETC policy for any therapist to have court involvement of any kind since this is not usually an appropriate role for mental health therapists that initiate services without knowledge that there will be such involvement. ETC takes a firm stance against becoming court-involved since this often negatively impacts the patient, the therapeutic relationship, and patient treatment. If an ETC therapist becomes aware of any court or legal proceedings that could impact patient treatment, a retainer fee of \$2,000.00 will be collected up front. Any additional related and anticipated costs will be charged prior to providing those additional services.

Self-pay patients are expected to pay session fees at the time of service. These session fees are subject to change without notice:

Intake (45 to 60 min.)	\$150.00
Individual, Family, Couples Session (45 min.)	\$100.00
Individual, Family, Couples Session (60 min.)	\$140.00
Group Therapy Session (45 to 60 min.)	\$45.00

Payment methods include credit/debit card or cash. Patients using charge cards have the option to maintain their card securely on file for automatic payment for each charge.

General Office Policies

Scheduling Appointments / Non-emergency Contacts: Please coordinate all appointment scheduling directly with your therapist. Additionally, if you have questions or concerns of a non-emergency nature, please contact your therapist directly. Your therapist will provide you with his/her contact information at your initial intake. Communication through phone, cell phone, text, or email to/from your therapist may not be HIPAA-compliant or secure. Please keep this in mind when leaving messages or sending correspondence.

Emergency Contact Instructions: ETC and their staff are **not equipped as an emergency contact**. In the event of a psychiatric emergency, **contact 9-1-1 or go to the nearest hospital emergency room**. If you are able, also contact pre-selected family members or reliable friends to assist you with your situation. If you indicate during a session that you have been or are suicidal, homicidal, or self-harming, we will discuss a specific safety plan.

Weather Cancellations: Generally, if Manassas City Schools or Prince William County Schools are closed, ETC will be closed. However, each therapist may have their own policy related to weather conditions. You will not be charged late cancellation fee for weather related cancellations, regardless of your therapist’s personal policy. Your therapist will contact you to confirm or reschedule the session based upon their own policies. Please discuss this policy with your therapist, and develop a plan for such circumstances. If Manassas City or Prince William County Schools are delayed

morning start, we will run sessions on time as regularly scheduled, unless you request to reschedule. In this case, you will not be charged a late cancellation fee. If you have any questions about your appointment, please do not hesitate to contact your therapist directly.

Unaccompanied Minors: Adolescent patients, who are capable, may await their sessions in the reception area and afterward direct themselves out of the office to their designated transportation, at parent/guardian discretion and permission. All other minors MUST be accompanied by a parent/guardian within our offices at all times.

EFFECTIVE DATE: 1/2/2018



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Patient Acknowledgement Receipt of Patient Agreement

Please sign, print your name, and date this acknowledgement form.

By signing below, I hereby acknowledge that I have been provided with the *Empowerment Therapy Center's* (ETC's) **Patient Agreement**. The *Patient Agreement* is available at any time on the ETC website located at:

<http://empowerment-therapy-center.com>

I may also obtain a copy from my ETC therapist upon request, or by ETC, or may access a copy for review in the ETC waiting room. The Patient Agreement includes explanations of the following:

Consent for Treatment
Notice of Privacy Practices
Financial Policy
General Office Policies

"I (Guardian, if patient is a minor) _____ have read in full, have been provided adequate opportunity to clarify any questions, understand, and agree to the Empowerment Therapy Center's **Patient Agreement**. I also understand that the Patient Agreement may be modified without notice. I will discuss these policies with my (or the child's) therapist, and I understand that I may ask questions about them at any time in the future. I consent to accept these policies as a condition of receiving mental health services."

Patient/ (or guardian if minor) Signature: _____

Patient Name: _____ Guardian (if minor) Name: _____

Witness Signature: _____ Date: _____ Patient DOB: _____