

**James J. Foster & Associates, LTD**  
**Treatment Services**  
**NOTICE TO CLIENTS (2010)**

Established in 1982, James J. Foster & Associates is a private, professional organization providing evaluation and psychotherapy to children, adolescents, and adults. Forms of therapy offered include individual, couple, family, and group therapy.

**THE HEALING AND GROWING PROCESS**

Psychotherapy is a relationship-based process that involves working together in an atmosphere of mutual respect and interest. Through working on previous and current life issues, future dilemmas become more manageable.

At James J. Foster & Associates, we offer professional, yet personal services and are committed to a strong belief in ethics and confidentiality. The decision to obtain help is very courageous and difficult. We recognize that it is people's strength that brings them to work with us. We also recognize that not everyone can benefit from involvement in psychotherapy.

**CLIENT'S RIGHTS**

James J. Foster & Associates, LTD acknowledges and adheres to the "New Hampshire Mental Health Bill of Rights".

"This Mental Health Bill of Rights is provided by law to persons receiving mental health services in the State of New Hampshire. Its purpose is to protect the rights and enhance the well being of clients, by informing them of key aspects of the clinical relationship. As a client of a New Hampshire Mental Health Practitioner, you have, without asking, the right:

- 1) To be treated in a professional, respectful, competent and ethical manner consistent with all applicable state laws and the following professional ethical standards:
  - a. for psychologists, the American Psychological Association;
  - b. for independent clinical social workers; the National Association of Social Workers;
  - c. for pastoral psychotherapists; the American Association of Pastoral Counselors
  - d. for clinical mental health counselors; the American Mental Health Counselor Association; and
  - e. for marriage and family therapists; the American Association for Marriage and Family Therapists.
- 2) To receive full information about your treatment provider's knowledge, skills, experience and credentials.
- 3) To have the information you disclose to your mental health provider kept confidential within the limits of state and federal law. Communications between mental health providers and clients are typically confidential, unless the law requires their disclosure. Mental health providers will inform you of the legal exceptions to confidentiality, and should such an exception arise, will share only such information as required by law. Examples of such exceptions include but are not limited to:
  - a. abuse of a child;
  - b. abuse of an incapacitated adult;
  - c. Health Information Portability and Accountability Act (HIPAA) regulation compliance;
  - d. certain rights you may have waived when contracting for third party financial coverage;
  - e. orders of the court; and
  - f. significant threats to self, others or property.
- 4) To a safe setting and to know that the services provided are effective and of a quality consistent with the standard of care within each profession and to know that sexual relations between a mental health provider and a client or former client are a violation of the law (RSA 330-A:36).
- 5) To obtain information, as allowed by law, pertaining to the mental health provider's assessment, assessment procedures and mental health diagnoses (RSA 330-A: 2 VI).
- 6) To participate meaningfully in the planning, implementation and termination or referral of your treatment.
- 7) To documented informed consent: to be informed of the risks and benefits of the proposed treatment, the risks and benefits of alternative treatments and the risks and benefits of no treatment. When obtaining informed consent for treatment for which safety and effectiveness have not been established, therapists will inform their clients of this and of the voluntary nature of their participation. In addition, clients have the right to be informed of their rights and responsibilities, and of the mental health provider's practice policies regarding confidentiality, office hours, fees, missed appointments, billing policies, electronic communications, managed care issues, record management, and other relevant matters except as otherwise provided by law.
- 8) To obtain information regarding the provision(s) for emergency coverage.
- 9) To receive a copy of your mental health record within 30 days upon written request (except as otherwise provided by law), by paying a nominal fee designed to defray the administrative costs of reproducing the record.
- 10) To know that your mental health provider is licensed by the State of New Hampshire to provide mental health services.
  - a. You have the right to obtain information about mental health practice in New Hampshire. You may contact the Board of Mental Health Practice for a list names, addresses, phone numbers and websites of state and national professional associations listed in Mhp 502.02 (a)(1)(a-e).
  - b. You have the right to discuss questions or concerns about the mental health services you receive with your provider.
  - c. You have the right to file a complaint with the Board of Mental Health Practice."

(b) A licensee shall post a copy of the above mental health bill of rights in a prominent location in the office of the mental health practitioner and provide a copy upon request.

(c) A licensee shall provide a copy of the mental health bill of rights to the client and/or agency if the assessment, consultation or intervention is provided outside the office.

**NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**I. Uses and Disclosures**

- A. We may use or disclose your protected health information without your written consent, written authorization, written authorization, or oral agreement for the following purposes.

**Treatment example:** We may use your health information within our office to provide health care services to you. This includes a discussion of your situation in the supervisory, training or staffing meetings. After procuring the appropriate authorization from you we may disclose your personal health care information to another provider if it is necessary to refer you to them for services.

**Payment example:** After procuring the initial, appropriate authorization to release your personal health care information, we may disclose your health information to a third party such as an insurance carrier, an HMO, a PPO, or your employer, in order to obtain payment for services provided to you. In the process of billing, the services of a billing agent may be utilized without your written or oral consent.

**Health Care Operations Example:** We may use your health information to conduct internal quality assessment and improvement activities and for business management and general administrative activities. Also, in the best interest of the client and/or the provider, legal consultation may occur without written or oral consent of the client. Also, your personal information may be disclosed in the process of leaving a message or receiving instructions from our 24 hour answering service. Conversely, the answering service may disclose your personal health information in the event of an emergent or if it is legally required to do so.

- B. We may use or disclose your protected health information without your written consent, written authorization, or oral agreement under the following circumstances.
- If we provide services to you while you are an inmate.
  - If we provide services to you in an emergency situation. If appropriate, this includes the use of translators.
  - If we are required by law to provide services to you and we were unable to obtain your consent after attempting to do so.
  - If there are substantial barriers to communication and we determine, in the exercise of our professional judgment, that you intend for us to treat you.
  - If we need to notify, or assist in the notification of, a family member, personal representative or another person responsible for your care of your location or general condition in the event of an emergency or death.
  - If we are required by law to disclose your health information to a public health authority that is authorized to receive information for the purposes of preventing or controlling disease, injury, or disability.
  - If we are required by law to disclose your health information to a public health authority that is authorized to receive reports of child abuse or neglect.
  - If we are required to disclose your health information to the Food and Drug Administration.
  - If we are required to disclose your health information to your employer to evaluate whether you have a work-related injury or illness.
  - If we are required by law to disclose your health information to a government authority authorized to receive reports of abuse, neglect, or domestic violence.
  - If we are required to disclose your health information to a health oversight agency for oversight activities required by law.
  - If we are required to disclose your health information in response to a court order or subpoena.
  - If we are required to disclose your health information to a law enforcement official.
  - If we are required to disclose your health information to a coroner, medical examiner, or funeral director.
  - If we, in good faith, believe that the use or disclosure of your health information is necessary to prevent a serious threat to the health or safety of others.
  - If we are authorized by law to disclose your health information to comply with laws established to provide benefits for work-related injuries or illness.
  - At times, your name may be disclosed in the waiting area upon greeting, signing in, or being notified that your session is about to begin.
  - Additional and specific privacy policies and procedures are contained in the James J. Foster & Associates, LTD Notice to Clients Packet.

**WITH THE EXCEPTION OF THE ABOVE CIRCUMSTANCES, ANY USE OR DISCLOSURE OF YOUR HEALTH INFORMATION WILL BE MADE ONLY WITH YOUR WRITTEN AUTHORIZATION. YOUR WRITTEN AUTHORIZATION MAY BE REVOKED IN WRITING, AT ANY TIME BUT IS NOT RETROACTIVE.**

### **II. Your Rights**

**Right to Request Restrictions:** You have the right to request restrictions on certain uses and disclosures of your health information. However, we are not required to agree to the requested restrictions. Your request to limit the use and/or disclose of your health information must be made in writing to our Privacy Official.

**Right to Receive Confidential Communications:** You have the right to receive confidential communications concerning your health information. Your request to receive confidential communications must be made in writing to our Privacy Official. We will accommodate all reasonable requests by you to receive health information at a place other than your home address or by means other than regular mail.

**Right to Inspect and/or copy:** You have the right to inspect and/or copy certain health information for as long as that information remains in your record. Your request to inspect and/or copy your health information must be made in writing to our Privacy Official.

**Right to Amend:** You have the right to request that we amend certain health information for as long as that information remains in your record. Your request to amend your health information must be made in writing to our Privacy Official, and you must provide a reason to support the requested amendment.

**Right to Receive an Accounting of Disclosures:** You have the right to receive an accounting of our disclosures of your health information made seven years prior to the date of your request. We will provide you with the first accounting in any 12 month period at no charge. There will be a fee charged for any subsequent request. Your request to receive an accounting must be made in writing to our Privacy Official. The accounting will not include the following disclosures.

- Disclosures made to carry out treatment, payment, and health care operations
- Disclosures made to you
- Disclosures made in our facility directory
- Disclosure made to individuals involved with your care
- Disclosure made for national security or intelligence purposes
- Disclosure made to correctional institutions or law enforcement officials
- Disclosure made prior to the compliance date of the HIPAA Privacy Rule.

**Right to Receive Notice:** You have the right to receive a paper copy of this Notice, upon request.

### **III. Our Duties**

We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to your protected health information.

We must abide by the terms of this Notice while it is in effect. However, we reserve the right to change the terms of this Notice and to make the new notice provisions effective for all of the protected health information that we maintain. If we make a change in the terms of this Notice, we will notify you in writing and provide you with a paper copy of the new Notice, upon request.

### **IV. Complaints**

You may complain to us and to the Secretary of Health and Human Services if you believe your privacy rights have been violated. You may file a complaint with us by writing to our Privacy Official at our office address. We will not take any action against you for filing a complaint.

## **V. How to Contact Us**

If you would like further information about our privacy practices, please contact our Privacy Official at our office.

Nancy Foster  
540 Chestnut Street, Suite 102  
Manchester, NH 03101  
(603)668-7744

## **Treatment Services**

The Mental Health Services offered include Intakes, Assessments, Evaluations, and Psychotherapy. These services are available to children, adolescents and adults. Services are offered in the modalities of individual, couple, family and group therapy. Young children are treated in the format of play therapy. Older children are frequently engaged in activity therapy. Adolescents and adults are treated through discussion.

**Intake process** When individuals contact our agency to request services initial information is taken that includes demographics, an identification of the problem, requested service and the planned method of payment. If this method includes third party payments information is taken so that verification can occur prior to the scheduling of the first appointment. Initial appointments are scheduled during or soon after the initial contact if the intake is accepted by the agency. The intake process includes the review and signing of informed consent regarding treatment and the collection and organizing of initial case information through beginning appointments. Upon the completion of the intake a decision will be made as to whether treatment will be offered at this Agency.

**Treatment of Children and Adolescents** Parent(s)/guardian(s) of minor children will generally be seen prior to the children being seen. A clear definition and history of the problem will be discussed. Family background information, developmental history, and any other pertinent information will be gathered. The child will then interviewed and/or observed. The parent(s)/guardian(s) will then be seen for a post diagnostic appointment. If this case is accepted at this Agency the treatment plan will be discussed and agreed upon prior to the child's treatment commencing. Parent(s)/guardian(s) will be required to remain involved in their child's case. If this involvement ceases the agency reserves the right to terminate the child's treatment.

**Treatment of Adults** Individuals, Couples, and Families are encouraged and welcomed to seek treatment at our Agency. An understanding of the client(s) problem or situation will be developed through an initial assessment before treatment proceeds. While we would like clients to be involved in their treatment plan, developing a plan that is legally, ethically, and clinically responsible is the therapist's responsibility. The Agency will decide whether or not to offer treatment to the client after the Intake has been completed.

**Evaluations** At times formal procedures are required to determine the most appropriate course of action or treatment of an individual. This procedure is referred to as an evaluation. It consists of at least several highly structured interviews pertaining to relevant issues, events and processes of an individual's life. Impressions and conclusions are drawn from these interviews. Recommendations are made to the client. Unless other specific arrangements are made at the outset of the Evaluation, the document will be provided to the client directly. It then becomes the client's responsibility to disseminate it to the appropriate parties.

**Outcome of Evaluation** An evaluation is used to determine the best treatment approach or response to a specific question or a series of questions. It is a clinical study and an opinion. It is provided to a client upon the request of the client. The client is free to obtain a second or third opinion from another Clinician. It is the client's choice whether or not to utilize the provided evaluation and/or whether or not to provide it to any applicable mandating authority.

**Post Evaluation Choices** An evaluation may recommend that an individual participate in a specific modality or type of treatment. If the client accepts this recommendation he/she is free to apply to any facility, practice, clinic or practitioner who provides the recommended treatment. The individual is also free to apply for these services at this Office. When the individual pursues this option a Program/Service Application Form will be filled out and kept in the file.

**Group Treatment** From time to time therapy groups will be available to clients. The groups will be offered in reference to general areas of focus such as "parenting," "marital relationships" or "improving adult social functioning" to name a few. Candidates will be expected to review and sign contractual consent agreements regarding goals, attendance, participation, confidentiality, conduct and payment.

**Mandated Services** When individuals are ordered or compelled to seek services by a third party the services are referred to as being mandated. The mandated services offered at this office include: mental health counseling (psychotherapy), domestic violence intervention, anger management treatment, substance abuse counseling and parenting counseling and education. Individual candidates for mandated services are welcome to apply for services at any time in our office. Depending upon the nature of the case and situation, candidates for these services may be recommended to receive services individually or in groups.

**Application to Mandated Services** When individuals apply for mandated services they do so through "Screenings." This procedure insures that the individual's placement in the Program to which they are applying is appropriate and reasonable. If an individual is recommended into a program through an evaluation done in the agency, their evaluation takes the place of a screening. If an individual is evaluated at a different agency and is applying for admission into one of this agency's mandated programs a screening is required to insure that our Agency's program is appropriate for them.

**Reports to Mandated Authorities** Unless other specific arrangements are made reports are always given directly to the client upon request in the form of a "to whom it may concern" letter. It is the client, not the therapist, who is ordered by the Court to provide documentation pertaining to their attendance of and cooperation with court ordered programs.

## **CONFIDENTIALITY AND PRIVILEGE**

Under New Hampshire law, communications between a client and a licensed psychotherapist are privileged and confidential and may not be disclosed without the specific authorization of the client. Exceptions to this are the following:

- Your therapist may legally speak to a member of your family or another clinician without your prior consent in case of an emergency.
- If you disclose that you intend/will harm another person your therapist will attempt to inform that person, as well as the police.
- If you disclose serious harm or intent to harm real property or the physical, sexual, emotional abuse or neglect of a child, elderly, or vulnerable adult by you or someone else your therapist is legally required to notify the appropriate protective services and the police within 72 hours of your disclosure.

- If your therapist has good reason to believe that you are in imminent risk of harming yourself, your therapist will legally break confidentiality and inform an appropriate crisis center, hot line, emergency room, the police, etc. When appropriate, your therapist will explore other options with you.
- Although communications between a client and a licensed psychotherapist are confidential, parents of a minor child (even non-custodial parents) have a right to access and authorize release of information. If this is a concern, please discuss it with your therapist BEFORE beginning treatment.
- If the client is a minor child including a child (under 18 years of age), the content of the therapy sessions will not be considered confidential from the parent(s) and/or guardian unless there is reason to believe that the disclosure of the information to the parent(s) and/or guardian may result in risk to or injury of the child.
- If you and your spouse are in couple's therapy and participate in individual sessions with your therapist, what you disclose in the individual sessions may be considered part of the couple's therapy. Treatment records of couple's sessions contain information about each person. Therefore, both clients agree that treatment records will only be released by joint consent. In the event of a disagreement, the records will not be released without a court order. There are many precedents of court orders being obtained in pending divorce and/or custody cases.
- Unmarried individuals in couple's therapy do not have the privilege to the same extent that married individuals have due to the legal status of their relationship. However, each person is asked to maintain the confidence of the other.
- If you are in group therapy, what you share in your group therapy sessions is not considered by law to be privileged. Therefore, it is highly recommended that group members not disclose information shared by other group members. Of course, group facilitators maintain confidentiality.
- Court mandated clients are required to sign a release of confidential information in order for James J. Foster & Associates, LTD to remain in ongoing communication with the appropriate court and legal agencies. Therapists report on payment, participation, and attendance, as well as specific relevant issues. If you have concerns about this, be sure to discuss these with your therapist.
- If a court order is issued for the release of your records, your therapist will request, but does not need your signed authorization.
- As part of a professional organization, your therapist, at times, consults with other colleagues and professionals under the umbrella of James J. Foster & Associates, LTD in order to coordinate treatment and maintain high quality of treatment. The prerogative and responsibility of privilege exists between this organization and outside persons. If you object to your case being reviewed or discussed within the organization, please notify your therapist at this time.
- Any information related to substance abuse or HIV or any other STD will only be released after that category is acknowledged on the release form by the signer initializing that particular section.
- Once information is sent outside this office, James J. Foster & Associates, LTD cannot control and is no longer responsible for its use and dissemination.
- A recorded message left on the answering service may be heard by any clinical, clerical, or administrative staff member who is checking messages. Any operator-assisted call is automatically recorded and saved by the answering service. While rules of privacy and confidentiality do apply in both circumstances, the recorded message may also be used as evidence in a civil or criminal proceeding, if this use is compelled by an overriding statute, ordered by a court with the appropriate jurisdiction, or permission is granted to do so by the client, the client's guardian, designee, surviving trustee or parent.
- The need for language translation will be determined by the client. The office may provide translation when possible. The client is responsible for this cost. When translation is deemed necessary services will be interrupted if a translator becomes unavailable. If the proficiency of the translator is insufficient for the needs of the client it is up to the client to inform the therapist of this.
- If you experience an emergency after hours notify the answering service of this by calling the main number (668-7744) and every effort will be made to contact your therapist or the on call therapist. If you are experiencing a life threatening emergency always call 911.
- All Psychotherapy cases in New Hampshire are subject to inspection by the New Hampshire Board of Mental Health Practice at any time.
- All cases are reviewed in supervision by clinicians and/or educators. When a client's situation is deemed to pose a risk to the client, community, or agency the client's situation is brought to the risk management program where it is reviewed weekly. The client may be asked to sign a specific contract that identifies the risk and delineates a plan through which the risk will be monitored and limited. Non-adherence to this contract may be grounds for the client's termination from treatment at this Agency.

#### FINANCIAL POLICIES

The client's charge, per 45-minute therapy session will be established at the onset of treatment and will be understood as the Financial Agreement. The Agreement can be modified at any time with the mutual agreement of the client and James J. Foster & Associates, LTD.

#### BILLING

Depending upon the client's particular situation, the charge may be paid by the client only or by the client and second or third party, i.e. Insurance Company, Vocational Rehab, parents, etc. When this occurs, the amount paid by the client directly is referred to as the Fee. Third party billing is done through the office of James J. Foster & Associates, LTD as a courtesy to and convenience for the client.

#### RESPONSIBILITY

Ultimately the client (or family) is responsible for the entire payment of the charge. If insurance or other moneys are billed and received, they are done so as a courtesy to the client. A contract exists between the client and their insurance company for the benefit of the client. The insurance company pays on the client's behalf.

#### ATTENDANCE

The scheduling of an appointment construes the making of a contract with the therapist of time for money. This contract assumes either attendance or timely notice of cancellation of the appointment. If the client does not cancel 24 hours in advance, and does not attend, full payment of the charge is expected for the missed appointment. Insurance companies will not be billed for these charges. The amounts charged are listed below under "Payments and Collections."

#### PAYMENTS & COLLECTIONS

**Charges for Services** Unless otherwise specified services are provided in 45 minute segments referred to as sessions. The cost of services is partly determined by the services rendered. A list of services and associated charges are listed below. Services may be discontinued if clients fail to pay for previously provided services. Evaluations will not continue if payment is not received in a timely fashion. The agency reserves the right to schedule the anticipated final session of an evaluation after that session has been paid in advance. Payments for court appearances are expected prior to the court appearance.

<b>Intake Sessions</b>	<b>\$150.00</b>
<b>Evaluation Session</b>	<b>\$150.00</b>
<b>Treatment or Assessment Session</b>	<b>\$95.00</b>
<b>Program Screening Session</b>	<b>\$50.00</b>
<b>Group Session (1 1/2hours)</b>	<b>\$35.00</b>
<b>Court Appearance/Testifying</b>	<b>\$175.00/hour – three hour minimum including travel</b>

#### RECORDS

According to the Health Care Act of 1992, and New Hampshire law, you have a right to review your file. The office reserves the right to charge for the copying of your file. You also have the right to request that your therapist provides a copy of you file to other health care providers with your written authorization. The only portion of your record that this organization can provide or share is that information which has been generated here. Your clinical records are kept in a safe place for a minimum of seven years for adults and the age of majority (18 years), plus seven years for children. Records will be maintained confidentially in this office in accordance with New Hampshire State Law.

#### MANAGED CARE

If your therapy is being paid for by a managed care company, there are further limitations to your rights imposed by your insurance policy. These may include their decision to limit the number of sessions available to you, and/or limit the time within which you must complete your therapy. If we are not “in-network” providers, they may also decide that they will not pay for you to see one of our providers. They may also decide to reimburse at a lower rate if your provider is not “in-network.” We take the steps necessary for the providers at James J. Foster & Associates, LTD. to become a part of as many networks as possible. However, some of the networks are not accepting applications for additional providers.

#### DIAGNOSIS

A diagnosis is established at the onset of psychotherapy. This is a clinical way of understanding the client’s problem and is related to the treatment plan that is developed.

If a third party such as an insurance company is paying for part of your bill, your provider is normally required to give a diagnosis to that third party in order to be paid. Diagnoses are professional terms that describe the nature of your problems, as well as relating whether the problems are short-term or long-term.

In addition, managed care companies usually require detailed reports of your progress in treatment in order to authorize further visits. Your insurance may not authorize further visits. These treatment summaries require more than a diagnosis, and often request information on presenting problem, treatment goals, and progress. Your provider will act to protect your privacy by submitting only the necessary information, but there is no guarantee that your privacy will be completely protected. You have the right to limit the information that is provided to third parties, but these imposed limitations may in turn limit the treatment authorizations by third parties.

In some modalities of treatment a diagnosis may not be formulated. These modalities include domestic violence and parenting groups.

#### CODE OF ETHICS / PROFESSIONAL BOUNDARIES

Therapists working at this agency are required to operate within their profession’s code of ethics. They include but are not limited to: the establishing and maintaining of appropriate professional boundaries. A therapist may not become involved in any type of personal relationship with a client i.e. sexually, business, etc. The therapist can serve only one role in the client’s life i.e. cannot be the client’s employer and therapist. Also, the therapist’s role in therapy should be clearly defined. For additional and specific ethical standards, please consult your Therapist’s Code of Ethical Standards available at the front desk in the waiting area.

#### DISAGREEMENTS / GRIEVANCES

If you feel that you and your therapist are at an impasse with your case, then you are expected to discuss this with your therapist. If the issue is not resolvable, you can meet together with your therapist’s supervisor. Finally, you may meet with your therapist and the director of the agency if your conflict has still not been resolved. In addition to the above, if you feel that your rights have been violated and you wish to make a formal complaint, you are entitled to contact the professional organization and/or licensing board to which your therapist belongs.

- The National Association of Social Workers (NASW) can be reached by calling (603)226-7135.
- The American Psychological Association
- The National Association for Mental Health Counselors
- The American Nursing Association
- The New Hampshire Board of Mental Health can be reached by calling (603)271-6762.

#### INTERNSHIP PROGRAM

James J. Foster & Associates, LTD offers an internship for graduate school students. This program enables qualified, highly supervised advanced clinical students the opportunity of gaining valuable experience while providing an important community service.

#### TERMINATION

Psychotherapy and/or medication management is a process involving clear communication between client and therapist who work as a team. Once a treatment plan is established and agreed upon, treatment proceeds until the plan is fulfilled. If you wish to terminate before completion of the treatment plan, a final session will be scheduled in order to summarize progress, to discuss any major unresolved issues, or to assist you with transfer to another therapist/provider. Please give seven days notice if you plan to terminate before completing your treatment plan. This is also important in group psychotherapy, as the treatment process includes the other members in your group. Also, if your therapist determines your treatment to be no longer in your best interest (or in the case of a child, in your child’s best interest) and/or the best interest of James J. Foster & Associates, LTD, he/she reserves the right to initiate the termination of your treatment.

#### QUESTIONS

Lastly, if at any time you have questions regarding confidentiality, the release of information related to your case, financial responsibility, managed care, or the therapeutic process, please feel free to speak directly with your therapist on these matters.

RIGHT TO TREATMENT WAIVER & INFORMED CONSENT

- I understand that psychotherapy is a form of medical treatment. I further understand that the purpose of this treatment is to improve my (or my child's) health and/or relationships. However, I realize that it is possible that disruptions in my (or my child's) health or relationships may occur during the treatment process, and I agree that I will discuss the nature and frequency of these disruptions if they occur.
I have read the Outline and this statement in full, and have had sufficient time to be sure that I considered it carefully. I have asked questions about any sections that I did not understand fully, or that I had concerns about.
I consent to charges for my treatment being submitted to my insurance company and that any information be provided to them that is necessary for the collection of the insurance including further authorizations for treatment. In consideration of services rendered, or to be rendered, I hereby irrevocably assign and transfer to James J. Foster & Associates, LTD, all benefits payable under my insurance company. I hereby authorize James J Foster & Associates, LTD to bill my insurance carrier directly for services rendered. I further authorize the insurance company to pay directly to James J. Foster & Associates, LTD, when indicated and appropriate, all benefits due under the said policy for the services rendered.
I consent to the use of a diagnosis for billing and authorization purposes, and to release information necessary to complete the billing and treatment plan.
I agree to be responsible in a timely manner for payment of charges related to my/my child's treatment that are not covered by insurance, and are due from me. I understand that insurance verification does not guarantee payment by the insurance company. I also understand that all payments and copayments are expected to be paid at the time the service is rendered.
I have read and understand the 24 hour business day cancellation policy posted in the waiting room. In order to avoid being charged the full fee for the appointment I must provide a 24 hour business day cancellation. If my appointment is on Monday I must cancel it no later than Saturday morning in order not to be charged for it.
I understand that if it is recommended to me that I obtain a medication evaluation for myself or my child that I am responsible for the selection of the prescriber and the scheduling of any appointments with that prescriber.
I have reviewed my HIPAA rights as they relate to this office. I've had an opportunity to ask questions. I understand and give my consent for the disclosure of any Protected Health Information (PHI) which is necessary for this agency to provide me with treatment, collect payment and maintain health care operations.

James J. Foster & Associates, LTD has my permission to reach me at the following phone numbers:

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

By signing below, I indicate my agreement to the terms of the Statement of Understanding and this informed Consent.

I have read the attached Notice to Clients, and I agree to enter treatment. I have been informed about my rights as a client, I have had the opportunity to discuss these rights, and I understand them at this time. I understand that if, at any time, I have questions regarding these rights, and I can and should speak to my therapist about my concerns.

This agreement is continuing and binding until disallowed by one or both parties.

Signature of Client/Parent/Guardian or Authorized Representative

Date

Signature of Client/Parent/Guardian or Authorized Representative

Date

Signature of Client/Parent/Guardian or Authorized Representative

Date

Witness Signature

Date

Initial Services Agreement-(Complete this with your therapist)

Type of Initial Service \_\_\_\_\_ Patient Signature \_\_\_\_\_ Date \_\_\_\_\_

Requested By \_\_\_\_\_ Therapist \_\_\_\_\_ Date \_\_\_\_\_

Scope \_\_\_\_\_

Results to be shared with \_\_\_\_\_

Possible consequences of sharing the results of the evaluation, assessment, intake or treatment \_\_\_\_\_