



Therapist-Client Agreement

INTRODUCTION

Welcome to Northern Virginia Older Adult Counseling, LLC. (OAC) This agreement contains important information about our practice. It also provides information about the Health Insurance Portability and Accountability Act (HIPPA). HIPPA is a Federal Law that provides privacy protections for Personal Healthcare Information (PHI) and articulates patients' rights with regard to the use and disclosure of your personal protected health care information.

HIPPA AND LIMITS ON CONFIDENTIALITY

The HIPPA Law protects the privacy of all communications between a client and his/her therapist. In most situations information can only be released if the client signs a written authorization form that meets the HIPPA requirements and/or the requirements of VA law. There are, however, specific situations where no client authorization is required:

1. If a client is involved in a court proceeding and the therapist is issued a Court Order to release information.
2. If a government agency is requesting information for health oversight activities, a therapist may be required to provide that information.
3. If a client files a complaint or lawsuit against OAC, relevant information may be disclosed to protect the agency.
4. If an Insurance company requests information regarding services to clients for which coverage is provided. Information may include, but is not limited to: types of service, dates/times of service, diagnosis, treatment plan, and progress of therapy.

In addition, please note below specific **Limits of Confidentiality** in which OAC is **legally obligated** to take action and/or reveal information about a client's treatment:

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.



Abuse of Children and Vulnerable Adults

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, the mental health professional is required to report this information to the appropriate social service and/or legal authorities.

PRIVATE HEALTH CARE INFORMATION (PHI) AND DIGITAL COMMUNICATION

There may be occasions when the Therapist and Client elect to communicate by cell phone and/or email. Please be alert to the fact that cell phone conversations and email communications are in the public domain, and any information shared on these devices is not secure or private. OAC's policy, in order to maintain client privacy and confidentiality, is to restrict discussing personal health care information while using cell phones or email.

THERAPY

Mental Health therapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular situation and problems you are experiencing. Your counselor will use an individualized method tailored to your specific needs.

Psychotherapy can have benefits and risks. There may be occasions when you are working with your therapist that you experience feelings like sadness, guilt, anger, loneliness and frustration. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems and reduction in feelings of distress and anxiety.

At the beginning of Therapy your therapist will explore your history, your needs and the reasons you are seeking treatment. If you will be using insurance, the extent and details of your coverage will be discussed. Therapy often involves significant time and cost. If you have any questions about your insurance coverage, your private pay obligations or about any treatment or practice procedures, please discuss them with your therapist as they arise. If at any time you would like a second opinion, we will be happy to arrange a consultation with another mental health professional.

CONTACTING OAC

The OAC Practice phone number is 703-402-2091. The Office phone number is 703-424-0410. At times these numbers may be answered by secure voice mail. OAC will make every effort to return calls on the same day. If you are unable to reach your therapist, and you are experiencing an emergency, please contact your personal physician or the nearest hospital emergency room.



MEETINGS/SCHEDULING/CANCELLATIONS

Therapy Sessions are generally scheduled for 50 minutes, once weekly. The client and therapist may agree upon an alternate schedule. Once an appointment is scheduled, we require a 24-hour notice for cancellation. OAC reserves the right to charge clients for missed appointments that do not meet this requirement.

PROFESSIONAL FEES/BILLING AND PAYMENTS

Private pay rate: Initial Appointment/Consultation: \$150

Hourly Fee: \$130

Your OAC therapist will prorate the hourly session fee for other professional services such as report writing, extended phone conversations (longer than 10 minutes), consulting with other professionals (with your permission), preparation of records or treatment summaries, and time spent performing other services you may request.

You will be expected to pay for each session at the time it is held, or when an invoice is received from OAC.

Insurance claims will be submitted to the companies for which OAC is a contracted provider. For clients who are covered by insurance other than those with whom OAC is contracted, an invoice/receipt will be provided that can be submitted by the client. Please be aware that pre-authorization may be required, and deductibles and/or co-payments will be the responsibility of the client.

For clients who are covered by Medicare, the charge for therapy determined by Medicare is the full charge and the client is responsible only for deductible, coinsurance and non-covered services. Coinsurance and the deductibles are based upon the determination of Medicare.

OAC also provides certain types of counseling and care planning services that are not covered by regular medical health care insurance. It is noted that some long term care insurance (LTC) policies and employee assistance programs (EAP's) provide benefits for assessment and care planning services for older adults. Please discuss this with the OAC Practice Manager if you have questions about this type of coverage.

LEGAL PROCEEDINGS

It is OAC's policy not to participate in any court proceedings. Further it is our policy not to provide written records, including clinical notes and/or summaries.



CONCLUSION

Your signature on the following page indicates that you have read this **Therapist-Client Agreement**. It also serves as an acknowledgment that you have received a copy of the HIPPA Notice concerning policies and practices to protect the privacy of Patient Health Care Information and understand specific limitations to complete confidentiality.

We look forward to the opportunity to work with you.

Northern Virginia Older Adult Counseling, LLC



I have read the NOVA Older Adult Counseling Therapist-Client Agreement. I have also received a copy of the HIPPA Notice concerning policies and practices protecting the privacy of my health care information. I understand the HIPPA exceptions to complete confidentiality of health care information.

Signature

Date

Printed Name