

Consumer Name: _____	Date of Birth: _____
Insurance Number: _____	Medical Record #: _____

21st Century Counseling, PLLC

Individual, Couple, and Family Counseling
304 E Greene Street, Rockingham, NC 28379

Phone: (910) 817-9181
Fax: (800) 878-9353

HIPPA Agreement, Informed Consent for Assessment and Treatment. Other consents, rights and guidelines

Welcome to Jonadab S Franco private practice also known as 21st Century Counseling, PLLC. In order that we start our relationship in a healthy way, I have put together this document to ensure that there are no misunderstandings about the various aspects of the counseling and psychotherapy services.

Background and Services I offer counseling, psychotherapy and consultation services to individuals, couples, and families in the areas of mental health, relationships, and adjustment. I am a licensed clinical social worker with the states of North Carolina as well as South Carolina. The focus of my practice is children, adolescents, and adults. I do not perform expert witness testimony in court. Clients that present in counseling with sexually abusive or severe violent behaviors, substance abuse as their primary problem, or children under the age of 5, will be referred to other professionals or programs that specialize in these areas. I reserve the right to refer a client to another therapist or appropriate resource at any time if their needs in therapy are not a good match for my skills or experience.

Financial Agreement Payment is expected at the time the service is rendered unless other arrangements have been made. By signing this consent, you are authorizing us to bill your insurance company for services rendered. If there are any changes to your insurance plan you need to notify the clinician by your follow-up therapy appointment. As a courtesy, my therapist will submit a claim on my behalf to my insurance company. However, I understand that I am responsible for the full balance of my therapy session in the event that my insurance company denies the insurance claim. Typically, the fee for an individual therapy session is \$90.00. A fee schedule is available upon request. Checks returned by the bank will be charged an additional \$15 fee. I reserve the right to change my fees with 30 days' notice. If your account balance remains unpaid for 90 days and suitable arrangements for payment have not been made, I have the option of using legal means to secure payment, including collection agencies or small claims court. You have the right to be informed of all fees that you are required to pay and my refund and collection policies. Please discuss these with me if you have a concern.

Insurance It is your responsibility to provide accurate insurance information at the time of service. By signing this consent, you are authorizing us to bill your insurance company for services rendered. If there are any changes to your insurance plan you need to notify the clinician by your follow-up therapy

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appointment. As a courtesy, my therapist will submit a claim on my behalf to my insurance company. However, I understand that I am responsible for the full balance of my therapy session in the event that my insurance company denies the insurance claim.

Availability of services (after-hours) After-hours access to my therapist is limited to a telephone consultation only and does not replace a therapy session outside regular business hours. You can access me at my office number **(910) 817-9181** or by dialing **(910) 336-0116**. If there is not an immediate response, please leave a message with your name and telephone number. You will receive a response within 15-30 minutes of your call. Mental health emergencies are available for established or active clients only or clients seen within the last 30-days of service. A mental health emergency is a life-threatening situation in which an individual is imminently threatening harm to self or others, severely disorientated or out of touch with reality, has a severe inability to function, or is otherwise distraught and out of control. My therapist is limited to what he can do on after-hours emergencies and will sometimes, if medically necessary, referred me to a 24 hour, 7 days a week operating psychiatric facility for an immediate psychiatric evaluation by a Medical Doctor (MD). I will follow-up with all referrals and care coordination efforts made by my therapist. If you are experiencing a medical emergency please dial # 911.

Appointments Regular attendance at your scheduled appointments is one of the keys to a successful outcome in counseling. I reserve an hour or more for each appointment with a client. Appointments canceled at the last minute are very detrimental to my practice. Therefore, I ask that you notify me a minimum of one full business day (24 hours, Monday through Friday) prior to your appointment if you need to cancel. Appointments for Monday evenings must be canceled by the prior Friday by 5:00 P.M. A time and date stamp is placed on all messages left on voice mail.

If you have Medicaid or NC Health Choice insurance, you will not be charged for a no-show or appointment cancellation, however, after two (2) no-shows or cancellations back to back without ample time I reserved the right to terminate services or re-schedule an appointment at my discretion. If you have a private insurance or you are self-pay and administrative fee of \$45.00 will be charged to you for missed appointments. This incident will not be charged to your insurance company. You will be responsible for the payment.

Appointment availability varies with the client load at the time. High demand appointments (evening hours and late afternoons) are likely to be sporadic in their availability. I reserve the right to limit my commitments of high demand appointment times to any client to meet the needs of all my clients and balance my workload.

Privacy, confidentiality, and records Ordinarily, all communications and records created in the process of counseling are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life or death emergency, when the court issues a subpoena, or when child/elder abuse or neglect is involved. I also participate in a process where selected cases are

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discussed with other professional colleagues to facilitate my continued professional growth and to get you the benefit of a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people are discussed along with the treatment approaches and methods.

If you are under 18 years of age, please be aware that the law does provide your parents with the right to examine your treatment records. It is generally my policy to request an informal agreement from parents to forfeit access to your records directly and agree to be provided with general information on how your treatment is proceeding, unless I feel that you are in danger.

There are also numerous other circumstances when information may be released including when disclosure is required by the North Carolina Social Work Certification & Licensure Board (<http://www.ncswboard.org>) or the South Carolina Board of Social Work Examiners (<http://www.llr.state.sc.us/POL/SocialWorkers>), when a lawsuit is filed against me, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state or local laws. The rules and laws regarding confidentiality, privacy, and records are complex. The *HIPAA NOTICE OF PRIVACY PRACTICES*, included in this packet of information, details the considerations regarding confidentiality, privacy, and your records. This packet also contains information about your right to access your records and the details of the procedures to obtain them, should you choose to do so. Periodically, the *HIPAA NOTICE OF PRIVACY PRACTICES* may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates. ***It is imperative that you read and understand the limits of privacy and confidentiality before you start treatment.***

Purpose, limitations, and risks of treatment Counseling, like most endeavors in the helping professions, is not an exact science. While the ultimate purpose of counseling is to reduce your distress through a process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of counseling usually involves working through tough personal issues that can result in some emotional or psychological pain for the client. Attempting to resolve issues that brought you to therapy in the first place may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of your life. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. In the case of marriage and family counseling, interpersonal conflict can increase as we discuss family issues. Of course, the potential for a divorce is always a risk in marital counseling.

Treatment process and rights Your counseling will begin with one or more sessions devoted to an initial assessment so that I can get a good understanding of the issues, your background, and any other

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factors that may be relevant. When the initial assessment process is complete, we will discuss ways to treat the problem(s) that have brought you into counseling and develop a treatment plan. You have the right and the obligation to participate in treatment decisions and in the development and periodic review and revision of your treatment plan. You also have the right to refuse any recommended treatment or to withdraw consent to treat and to be advised of the consequences of such refusal or withdrawal.

Our relationship the client/therapist relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, to bestow gifts, or to attend family or religious functions. The purpose of these boundaries is to ensure that you and I are clear in our roles for your treatment and that your confidentiality is maintained.

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about it. It is never my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address any issues that might get in the way of the therapy as soon as possible. This includes administrative or financial issues as well.

Guidelines for Obtaining a Copy of the Treatment Plan

For outpatient therapy services and E/M services provided with a psychotherapy add on, a treatment/service plan **MUST** be in place within 15 days of admission to services.

All consumers have a right to obtain a copy of their treatment plan. A treatment plan will be provided when requested by the client or the legally responsible person. Please request a copy by calling (910) 817-9181 or mailing your request at 21st Century Counseling, PLLC, 304 E Green Street, Rockingham, NC 28379

Verification of Consumer Choice I have received information regarding services which I am eligible to receive. I have been informed of providers from which I am to receive services. Based upon this information, I have made an informed choice of the services and provider(s) listed below:

Jonadab Franco, MSW, LCSW, LISW-CP
DBA: 21st Century Counseling, PLLC
304 E Greene Street
Rockingham, NC 28379-3134 Tel. (910) 817-9181

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Consent for evaluation and treatment Consent is hereby given for evaluation and treatment under the terms described in this consent document and the *HIPAA NOTICE OF PRIVACY PRACTICES*. It is agreed that either of us may discontinue the evaluation and treatment at any time and that you are free to accept or reject the treatment provided. In the case of a minor child, I hereby affirm that I am a custodial parent or legal guardian of the child and that I authorize services for the child under the terms of this agreement.

By signing below, I certify that I have reviewed or know how to obtain a copy of the following documents:

1. Consumer Rights or LME/MCO Member Handbook (if applicable)
2. Notice of Privacy Practices
3. Information on how to obtain my Outpatient Treatment Plan

Signature: _____ Date: _____

In the case of a minor child, the consent needs to be signed by the legal responsible person.