

Davis Dynamics
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Informed Consent and Agreement for Psychotherapy Services,
HIPPA Notice of Privacy Practices,
CLIENT RIGHTS AND INFORMATION
Please Read and Sign

Goal: The goal is to provide therapy to individuals and couples who want to improve the quality of their lives.

Office Hours: My office hours are by appointment. I cannot answer phone, voicemail, texts or email while in session. My voicemail, text and email are available 24 hours for messages. I check messages during the daytime only. If there is a life threatening emergency contact 9-1-1 or the Suicide Hotline at 1-800-273-8255 immediately.

Appointments: The therapy session is 45 to 50 minutes, allowing 10 to 15 minutes for documentation. If you need to cancel an appointment ***please give me at least 24 hours notice***. My policy is to charge for missed appointments at the rate of \$50.00, unless you have canceled 24 hours in advance. Emergency cancellations (less than 24 hours) are handled on an individual basis. **You can call, text, or email me to cancel an appointment.**

Confidentiality (HIPPA): You have rights to keep what you communicate to me in private. Your record will not be disclosed unless you direct me to do so or unless the law compels me to do so. Information communicated to me is protected by professional ethics and state and federal law and will not be disclosed unless you provide written permission. We use and disclose your protected health information (PHI) for treatment, payment or health care operations purposes. By signing this consent you give permission to use and disclose your PHI for purposes of treatment, payment and health care operations.

- Emergencies: Your protected health information will be disclosed if there is an emergency as needed to enable people to care for you. Otherwise you must sign a release to be able to talk to any family, friends, etc...
- Insurance Companies: There are some that require treatment plans, diagnosis, progress notes, or the entire record, which is part of your permanent record. A consent form must be signed by you before I can release such information.
- Disclosure to health oversight agencies: I am legally obligated to disclose protected health information to certain government agencies, including the Federal Department of Health and Human Services.
- Disclosure to child protection agencies: I will disclose protected health information as needed to comply with state law requiring reports of suspected incidents of child abuse or neglect or elder abuse or neglect.

There are other disclosures in which I may be required by law to disclose protected health information without your written permission. They include disclosures made:

- If you seriously threaten to harm another individual, I must warn that individual and the authorities.
- If a court orders me to testify about you, it is possible that I must do so.
- If I am treating you under court order, I must report my findings to the court.
- Insurance company or EAP may be given information to the insurance company or their agent about your diagnosis and treatment.
- To public health authorities;
- To law enforcement officials in some circumstances;

- To correctional institutions regarding inmates;
- To federal officials for lawful military or intelligence activities;
- To coroners, medical examiners and funeral directors;
- To researchers involved in approved research projects; and
- As otherwise required by law.

Due to confidentiality, I am unable to respond to your emails regarding counseling issues.

Social Networking: I do not accept friend requests from current or former clients on social network sites, such as Facebook, etc... I believed that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

E-Mails, Cell Phones, Computers, and Faxes: It is very important to be aware that computers and unencrypted e-mail, texts, and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, text and e-faxes that go through them. While data with client information is encrypted, e-mails and e-faxes are not. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Unencrypted email or text provides as much privacy as a postcard. You should not communicate any information with your health care provider that you would not want to be included on a postcard that is sent through the Post Office. I utilize a HIPPA compliant software company called Therapy Notes. If you communicate confidential or private information via unencrypted e-mail, texts or e-fax or via phone messages, I will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted.

Records and Your Right to Review Them: Both the law and the standards of my profession require that I keep treatment records for at least 7 years. Unless otherwise agreed to be necessary I retain clinical records only as long as is mandated by Virginia law. If you have concerns regarding the treatment records, please discuss them with me. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess the releasing such information might be harmful in any way. In such a case, I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of a couple, I will release records only with signed authorizations for all the adults (or all those who legally can authorize such a release) involved in the treatment.

Treatment Plans: Within a reasonable period of time after the initiation of treatment, I will discuss with you my understanding of the problem, treatment plan, therapeutic objectives and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, my expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments and their risks and benefits.

Termination of Therapy Services: As set forth above, after the first couple of meetings, I will assess if I can be of benefit to you. I do not work with clients who, in my opinion, can be better assisted by another professional. In such a case, if appropriate, I will give you referrals that you can contact. Whenever the desired outcome has been achieved, I leave an 'open window' termination. That is, you will be welcome to return when and if you want to do so in the future.

At any time you have the right to discontinue therapy. You will only have to pay for any sessions you have received. Be aware that you may have problems with other people or agencies if you end therapy. For example, if you were mandated to receive therapy by a court. Your case will be terminated if after 30 days you do not follow through with an appointment and you do not respond to a letter that I will forward to you.

Dependents: The same practices apply with regards to confidentiality if you are requesting services as a guardian or parent. However, as a parent or guardian, you have the right and responsibility to question and understand the nature of therapeutic activities and the progress of your dependent. With the client’s consent, specific information will only be released to you. I will only communicate progress and your participation in treatment. However, if you are involved in domestic litigation or become a party to a divorce or custody action, I will only work with one guardian or parent with the consent of the other guardian or parent. In addition, the guardian or parent agrees that he or she will not call me to court to testify. As a therapist, it is my role to provide treatment and not to make recommendations to the court in domestic matters. My policy is not to testify in such cases, since it has shown that the professional relationship is often harmed with therapists testify in divorce and custody cases.

Fees: My charge for assessment and all other sessions is a flat charge of \$100. If further paperwork is involved involving a third party (such as for disability claims) I will only provide those services within a session. Such paperwork involves highly sensitive information and I will only do this in your presence and with your agreement. Should I be asked to write a letter outside of session and there is an authorization form in place to do so, I will charge \$50-\$100. There are charges for phone calls greater than 5 minutes. If your insurance will not cover phone calls greater than 5 minutes, there will be a separate service charge of \$20 per every 10 minutes beyond the initial 5 minutes.

Insurance: I accept assignment of insurance; however, because of the multitude of policy types and plethora of sudden changes to policies, I may be unable to assure coverage. **Please contact your insurance carrier to assure coverage.** My biller, Tammy Warren, makes great attempts to ensure coverage, but ultimately it is your responsibility. By signing this consent, you are authorizing me and/or my biller, Tammy Warren, to:

- Furnish your insurance company with any/all information requested concerning your present claim;
- Bill your insurance company and accept payment on your behalf;
- Court Related Fees: If I am called to testify, you through your lawyer, will have the option of seeking to keep the content of therapy confidential by obtaining an appropriate order. The fee for court testimony or depositions starts at \$200.00 per hour. Fees are subject to change. The fees cover preparation, travel and writing time.
- You acknowledge that you are responsible for all charges not covered by insurance.

CONSENT FOR THERAPY SERVICES

I, the undersigned voluntarily agree to participate in therapy services. I understand that any information obtained will be held in confidence with the exception of legal requirements for disclosing this information. I understand that I can authorize release of information by completing a written consent form. I have the right to terminate from therapy at any time. I, understand, that I have the opportunity to ask questions to my satisfaction. Counseling is a journey and goals often change, and there is no guarantee that the goals will be attained.

I HAVE READ AND UNDERSTAND ALL OF THE ABOVE AND AGREE TO THESE CONDITIONS.

Client’s Name (print): _____ Client’s Signature: _____ Date: _____

Client’s Name (print): _____ Client’s Signature: _____ Date: _____

Therapist’s Name (print): **Jana Davis, LCSW** Therapist’s Signature: _____ Date: _____