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#### Client Agreement and Consent Form

Marc Sand, LMFT, 113 Green St, Kingston, NY

#### Client Name:

Thank you for choosing Marc Sand, LMFT as your provider. All content discussed in therapy is confidential. Exceptions: (1) if there is a risk of harm to yourself; (2) if you present a threat of harm to others; (3) your authorized disclosure to another party; (4) a judge's order to disclose information; (5) mandated child abuse reporting. In my role as therapist, I am a mandated reporter. NY law requires me to report if a minor is or has been abused. I am also mandated to report disclosure by a patient admitting to abusing a minor, even if that minor is no longer in danger.

Written consent grants me permission to consult with other healthcare professionals, if clinical input is needed. You also acknowledge that support staff at Health Assets Management has access to records for billing purposes only. Additionally, I will share treatment information with other healthcare providers with whom you are concurrently under care. I do NOT give any information regarding your treatment to non-healthcare professionals who seek your information for non-treatment purposes. I do not release information for the purpose of any child custody determination, legal involvement, disability, etc. If court ordered, I will do so an expert witness and bill you directly for such services.

As a client in my practice, I expect that you are in charge of your day-to-day functioning. In case of emergency, please visit your local emergency room, or call 9-1-1, for immediate emergency assistance.

I request a credit card on file to expedite billing services. This allows me to most effectively process payments at time of service. 24 hour notice is appreciated in canceling an appointment.

Assignment and Release: I, the undersigned, agree to assign directly to Marc Sand, LMFT, all insurance benefits otherwise payable to me or insurance policy holder for services rendered. I understand that I am financially responsible for all charges whether or not paid by insurance. I understand that if I do not pay at time of service, my credit card on file will be billed for my portion of the fee. I hereby authorize Marc Sand, LMFT, to release all information necessary to secure payment of benefits, including relevant clinical information pertaining to the services provided, which may include the following: diagnosis, treatment plans, summaries of treatment, and/or copies of clinical charts. I authorize use of my signature on all my insurance submissions. If I am not the insurance policy holder, I agree to allow Marc Sand, LMFT, to release whatever billing information is necessary for payment to the practice.

Electronic Communication: Should you choose to communicate with me or a billing representative via text or email, please understand that such communication is not HIPAA compliant. If you choose to communicate via these methods, please limit the communication to scheduling and do not share treatment-related information.

I OPT OUT from receiving appointment and billing communication via Phone or E-mail.

If over age 14, please indicate with whom I can discuss information concerning scheduling of your appointment:

I certify that I have read, understand and agree to all the information outlined above.

Client Signature (age 14 and above)

Parent/Guardian Signature (if patient is under 18)

Date

Date

Date of Birth:

Marc Sand, LMFT

# **<u>Client Contact Information</u>**

Client Name:	
Home Phone #:	
Cell Phone #:	
E-mail Address:	
Mailing Address:	

## If client is *under 18*, please fill out the following:

Caregiver #1 (Name):
Relationship to Client:
Caregiver #1 (Phone Number):
Caregiver #2: (Name)
Relationship to Client:

If client is <u>under 18</u>, and parents are divorced, please describe the legal/custody agreement:

Marc Sand, LMFT

### **Client Insurance/Payment Information**

I work in partnership with Health Assets Management, a behavioral health billing company, in Kingston. A representative will contact insurance companies to review eligibility and payment information.

## **Insurance Information (In Network):**

Patient Name:	
Name of Insurance Company:	
Plan Name:	
Identification Number:	_
Date of Birth:	
Co-Pay/Co-Insurance:	

#### **For Out-of-Network Clients:**

My rate is: \$130 for a 50 minute session. After each appointment, I can print a receipt for you to submit to your insurance company for potential reimbursement at your plan's contracted rate.

Marc Sand, LMFT

#### **Notice of Privacy Practices**

In consenting to work with a healthcare professional such as a therapist, clients are required to complete a form that details how personal information will be used and shared with others. This essential benefit ensures that you are aware of and in control of this process, avoiding identity theft, misuse of personal information, and credit card fraud. The Privacy Rule under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA) requires that a covered entity designate a Privacy Official. As the sole provider in the practice, Marc Sand, LMFT, is designated as Privacy Official.

As the Privacy Official, Marc Sand, LMFT, has the responsibility to develop and implement privacy practices and procedures for the practice. The Privacy Official is in charge of receiving and handling complaints and providing information about matters covered in our privacy practice. I have a taken many steps to safeguard privacy and respect the rights of clients with regard to Protected Health Information. I will receive ongoing training and support to fulfill my role as Privacy Official.

The Privacy Official will document and maintain all policies, procedures, and actions taken by the practice. I will retain all documentation until "seven years after the last date of service delivery for adults or until three years after a minor reaches the age of majority, whichever is later."

All documents with any patient information will be shredded daily after being entered into my secured computer system. I use Valant Medical Solutions documentation software. I also work with Health Assets Management, a billing service that uses HIPAA compliant procedures. Valant will be used to document treatment, and will be logged off when not in use for clients. Valant will not be running in the counseling office if the Privacy Official, Marc Sand, has not secured the room. These Privacy Rules will be required and addressed daily.

There will be consequences following any breach in compliance with HIPAA. Any individual or entity that violates HIPAA can face criminal and civil penalties for wrongful misuse of individually identifiable Personal Health Information.