

# *Fresh Start for the Mind, LLC*

5400 LAUREL SPRINGS PARKWAY, STE. 802, SUWANEE, GA 30024  
157 BURKE STREET, STE. 119, STOCKBRIDGE, GA 30281

PHONE: 404-808-1161  
FAX: 404-464-0784

## **Informed Consent & HIPAA Privacy Policy**

Our professional relationship has clearly defined responsibilities held by each person to better ensure your progress and decrease any likelihood of harm to you. As a client, I (*mental health professional*) have certain rights and limitations that you should be aware of, as I have corresponding responsibilities to you.

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by us in any form are kept properly confidential. This Act gives you, the patient, significant new rights to understand and control how your health information is used. "HIPAA" provides penalties for covered entities that misuse personal health information.

### **Confidentiality**

With the exclusion of specific exceptions (described below), you have the absolute right to the confidentiality of your treatment, even including your participation. In an emergency situation, I may speak to another health care provider or a member of your family about you without your prior consent, but I will always act so as to protect your confidentiality and privacy.

Be advised that Fresh Start for the Mind uses communication methods such as email, phone, and mail, including for setting and verifying appointments. If you do not wish to be contacted by one or more of these methods, please inform your provider. Otherwise, we will use special safeguards to ensure your confidentiality if/when transmitting information about you electronically (e.g., sending bills or faxing information). If you elect to communicate personal information by email, please be aware that email is not completely confidential. Emails may be retained in the logs of your or my internet service provider. Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing & I am required to honor that written request, except to the extent that I have already taken actions replying on your authorization.

The clinicians at Fresh Start for the Mind, LLC are trained and specialize in a wide variety of areas, and have a diverse background in training. They are licensed by the state of Georgia or at a minimal have obtained a Master's degree from a fully accredited school. Also, your doctor or therapist is currently under the direction or supervision of Dr. Brooke A. Jones, Clinical Director of Fresh Start for the Mind. Your doctor or therapist may meet with Dr. Jones (or other supervising clinicians) to review your case in the interest of providing you with the best possible care. As a licensed psychologist, Dr. Jones too is required to keep all information about clients confidential. If you have any questions about confidentiality, please ask. Also, be advised that there are various persons who work in the Fresh Start for the Mind office. Knowing there are other people in the office that may become aware of you being a client, you agree to hold any other professional in the office as harmless and/or not liable for any legal or civil action.

### **Legal exceptions to your right to confidentiality:**

I will always keep everything you say confidential with the following exceptions: (1) you direct me to tell someone else and you sign a "Release of Information" form; (2) I believe that you are in imminent danger of harming yourself or others; (3) I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing so; or (4) I'm ordered by a judge to disclose information. In the latter case, I will uphold what is legally termed "privileged communication," which is your right as a client to have a confidential relationship with me. If a judge orders the disclosure of your private information, this order can be appealed. I cannot guarantee that the appeal will be sustained, but I will do everything in my power to keep what you say confidential.

Please also note that in couple's therapy, we do not agree to keep secrets. Information disclosed in any context may be discussed with either partner.

### **Mental Health Insurance**

If a third party such as an insurance company is paying for part of your bill, you maintain responsibility for payment of services that are not covered. Also, I am required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. All of the diagnoses come from a book titled the *DSM-5*; I have a copy in my office and will be glad to share it with you so that you can learn more about what it says about your diagnosis.

Submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future capacity to obtain health or life insurance. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the Medical Information Bureau (MIB), a national data bank. MIB is a membership organization of life insurance companies. When you apply for life, health, or disability insurance, the company makes a report to MIB, and it receives any information that MIB may have on you. Psychiatric conditions might also affect your future insurability or admission to the military.

If I am not on your insurance panel or you would prefer to file claims yourself, I will be happy to provide you with paperwork to submit for reimbursements. Reimbursement amounts are dependent on your coverage. It is your responsibility to understand your insurance policy and requirements. Many clients opt to pay out of pocket. It is advised that you verify your benefits and consider any risks related to filing with your insurance company or not.

### **Fees**

Individual clients seen at Fresh Start for the Mind, LLC agree to pay \$150 per 45-50 minute session (\$250 for psychiatrist's intake; \$90 for therapists supervised by a licensed doctor). Any service beyond the standard 45-50 minute session, such as phone consultation exceeding 20 minutes, excessive paperwork, or court appearances/preparation, will incur additional fees to be discussed prior to the service provided. Psychological evaluations carry a different rate and fees will be discussed with you during the intake appointment. Sliding scales are negotiated between clinician and client, and will be occasionally revisited as personal needs and/or professional statuses change.

Fresh Start for the Mind, LLC reserves the right to announce fee increases, which upon effective date shall become current for all existing clients. **We do require payment of fees be made at the beginning of each session**, so business can be out of the way in order to address your issues and needs/wants during the session. Cash, checks, and certain credit cards will be acceptable forms of payment. **There is a \$30 fee for returned checks**, which is due before or at the time of your next session, along with the payment for that session. Should you miss a payment, for any reason, therapy sessions may be postponed until the full payment is rendered. You are responsible for the full payment at the time service is provided.

### **Cancellations**

You are expected to attend all scheduled sessions. If you need to cancel your appointment, please call **NO LATER THAN 24 HOURS PRIOR** to your scheduled appointment. **You will be charged half of the session fee, up to \$125, for appointments cancelled with less than 24-hour notice.** This includes new, intake appointments. Most evaluations require a deposit of 1/3 of the total fee, required at the time of booking. This is a non-refundable deposit that allows us to secure your extensive appointment(s), prepare our personal schedules, assemble assessment materials, and organize other client's/patient's services within the office. This fee also encompasses the cost of objective or subjective protocols, typically released from our protection and/or given to you during the initial intake appointment.

Fresh Start for the Mind, LLC requires all clients to provide a credit card number to keep on file in the case of missed or cancelled appointments. This information is kept in a confidential file that is locked at all times. Please note that insurance companies do not reimburse for missed appointments. While Medicaid and some insurance contracts do not allow payment for cancelled services, Fresh Start for the Mind, LLC reserves the right to refuse future services for individuals who miss appointments or repeatedly have late cancellations.

**Discontinuation of Treatment:**

Typically, the decision to terminate therapy is made as a mutual thoughtful decision involving the therapist and client. In the event that you discontinue treatment without notifying your therapist, we will assume that your therapeutic relationship with us terminated 30 days after your last visit, unless you have an appointment scheduled for a future date, beyond which we carry no further responsibility for your care.

**Social Network (e.g., Facebook, Twitter, LinkedIn, etc.)**

I **do not** accept friend or contact requests from current or former clients on any social networking site. However, we may keep a Facebook, Instagram, Twitter, or LinkedIn Page for professional practice and to allow people review blogs and practice updates. You are welcome to and can “like” or “follow” Fresh Start for the Mind’s page to read articles and other materials posted there; however, you cannot put any posts or make any comments on those pages because it can compromise your confidentiality and our respective privacy.

**Emergencies**

Fresh Start for the Mind, LLC does not provide emergency services. We are NOT available at all times, even during business hours. If this does not feel like it will be sufficient support for you, please inform your provider so that you can discuss additional resources or provide you with a referral with 24 hour availability. If you have a mental health emergency, we encourage you not to wait for a call back, but to do one or more of the following:

- Call the Georgia Crisis and Access Line at 1.800.715.4225.
- Call 911.
- Go to your nearest emergency room.

**Client Consent to Services**

By signing this, you agree that you have carefully read this consent and privacy policy, asked any questions you needed to, and understand it.

\_\_\_\_\_  
Client name (please print)

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Date

**If Applicable:**

\_\_\_\_\_  
Parent's or Legal Guardian's name (please print)

\_\_\_\_\_  
Parent's or Legal Guardian's signature

\_\_\_\_\_  
Date

The signature of the clinician below is to indicate any necessary discussion and answered questions regarding this information.

\_\_\_\_\_  
Provider’s signature

\_\_\_\_\_  
Date