

The Northampton Center For Couples Therapy

MARATHON THERAPY INTAKE FORM - NEW PATIENT

Patient #1

Name	Home Phone		
Street Address	Cell Phone		
Mailing Address	Work Phone		
City	Email		
State	Zip Code	Date of Birth	
Legal Sex	M or F	Marital Status:	S M P D W
Do you identify as transgender?	Preferred pronouns:		
May I call you at any of the above numbers? Y or N	May I leave a message at this email address? Y or N		
Primary Care Physician (PCP)	PCP Office Phone		
PCP Address			
Are you seeing another therapist for mental health services? Y or N			

Patient #2

Name	Home Phone		
Street Address	Cell Phone		
Mailing Address	Work Phone		
City	Email		
State	Zip Code	Date of Birth	
Legal Sex	M or F	Marital Status:	S M P D W
Do you identify as transgender?	Preferred pronouns:		
May I call you at any of the above numbers? Y or N	May I leave a message at this email address? Y or N		
Primary Care Physician (PCP)	PCP Office Phone		
PCP Address			
Are you seeing another therapist for mental health services? Y or N			

FOR OFFICE USE ONLY (To be filled out by the provider.)

Deposit Collected:

Balance Due:

Comments:

The Northampton Center For Couples Therapy

Marathon Therapy – New Patient

PATIENT CONSENT AND AUTHORIZATION

Consent to Treatment:

_____ Initials

I hereby consent to receive mental health treatment from Northampton Center for Couples Therapy (hereafter referred to as NCCT). I understand that my consent is voluntary. I also understand that I do not have to accept any treatment option NCCT offers and that I may withdraw my consent at any time.

I accept that working toward change may involve experiencing difficult and intense feelings, some of which may be painful, in order to reach therapy goals. I understand that the changes I make will have an impact on my partner and on others around me. I accept that such changes can have both positive and negative effects and agree to clarify and evaluate potential effects of changes before undertaking them [*This is especially true if dependent children are involved*]. On the other hand, therapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress.

Marathon Therapy:

_____ Initials

Marathon Therapy is an intensive 1-3 day retreat that is a unique service and is not the same as regular couples therapy. A Marathon therapist is a specialist that I am hiring for consultation and thus will not be an ongoing couples therapist for me in between Marathons or after I finish the retreat.

I understand that if I wish to see my Marathon therapist for ongoing therapy, I will need to fill out the appropriate paperwork in order to become a regular couples therapy patient at NCCT.

I understand that this retreat requires my therapist to set aside considerable time. All Marathon Therapy retreats must be paid in full within 24 hours of booking.

I also understand that there are circumstances in which marathon therapy may not be the best treatment option. Such circumstances may include when there is active substance abuse, domestic violence, emotional abuse, or mental health problems that are not stable and/or untreated. I further understand that NCCT may choose at any time to discontinue services in the event that any of these circumstances are present, and at such time all fees paid to NCCT to date (regardless of duration of treatment) are nonrefundable. I understand that in such circumstances NCCT will make a good faith effort to provide me with alternative referrals for treatment, but that ultimately it is my responsibility to seek out and pursue treatment.

Confidentiality:

_____ Initials

I understand that our communications are private and protected by law. Because of laws protecting confidentiality, in most situations my therapist cannot share information about our work without my permission. However, there are certain specific limits to confidentiality. I fully understand these limits below.

1. In order for NCCT to function, my therapist may share some of my protected information with staff for purposes such as scheduling and billing. All administrative staff members are trained to protect my privacy and have agreed to be bound by the rules of confidentiality.
2. NCCT has a contract with a billing service. As required by HIPAA, NCCT has a formal business associate contract with this business, in which it promises to maintain the confidentiality of data except as specifically allowed in the contract or otherwise required by law.
3. There may be times during our work when, in order to support progress toward my goals, my therapist will consult with a colleague or supervisor. My therapist will do this in a way that minimizes identifying information. All mental health professionals with whom my therapist consults are bound by the rules of confidentiality.
4. Generally, if I am involved in legal proceedings, my therapist cannot provide any information about our work without my permission. There are exceptions and, if I anticipate being involved in litigation, I should consult my attorney to determine whether a court could order my therapist to disclose information.
5. If I file a complaint or lawsuit against my therapist, my therapist may disclose relevant information pertaining to me in order to defend himself/herself.
6. If, in the course of our work, my therapist has reasonable cause to believe that any child under the age of 18 is being (or has been) physically or emotionally harmed in any way (either because of abuse--including sexual abuse--or neglect) the law **REQUIRES** my therapist to file a report with the Massachusetts Department of Children and Families. My therapist will inform me if he/she finds that he/she must file a report.
7. Similarly, if my therapist has reasonable cause to believe that an elderly person (age 59 or older) or a handicapped person of any age is (or has been) suffering from abuse, the law **REQUIRES** that my therapist file a report with the appropriate authorities.
8. Finally, if I let my therapist know that I intend to harm myself or intend to harm another person and my therapist believes the risk is real, my therapist may be **REQUIRED** to break confidentiality by contacting the police, alerting the intended victim, contacting a family member, and/or seeking my hospitalization without my consent.

Marathon Therapy and Release of Medical Records:

_____ Initials

I understand in order for any therapy information or medical records to be released, **both** members of the couple must provide written authorization. In addition, what I say during individual sessions of the Marathon Therapy process will be considered to be a part of the medical record.

I also understand that information discussed in Marathon Therapy is for therapeutic purposes and is not intended for use in any legal proceedings involving the couple. I agree not to subpoena my therapist to testify for or against either party or to provide records in a court action.

Communication and Availability:

_____ Initials

Due to my therapist's work schedule, my therapist is often not immediately available by telephone. When my therapist is unavailable, an automated voice mail answers his/her telephone. My therapist will make every effort to return my call on the same day I make it, with the exception of weekends and holidays. If I will be difficult to reach, I will inform my therapist of some times when I will be available. In a life-threatening emergency, I will call 911 or go to the nearest Emergency Room.

I understand that email is not a secure medium for communication and my therapist's preference is that I contact him/her by phone. However, if I choose to contact my therapist using email, I am doing so with the full understanding that my therapist cannot guarantee the safety and security of that communication, despite NCCT taking all possible action to protect my privacy. I also acknowledge that email occasionally disappears or is delayed and that my therapist may never receive an email that I send.

I hereby give consent for Northampton Center For Couples Therapy to communicate and send me personal health information through text messaging to my mobile telephone number listed on my intake form. According to HIPAA (Health Insurance Portability and Accountability Act) guidelines, I am aware of the risks of unencrypted text messaging and must give consent in order to send and receive information via text message. Cellular services do not use encryption, which means that a third party may be able to access the transmitted information.

Financial Obligation:

_____ Initials

I understand that I am responsible for full payment of all fees for Marathon Therapy services provided by NCCT. All Marathon Therapy retreats must be paid in full within 24 hours of booking.

Additional Obligations:

_____ Initials

Once I have scheduled an appointment, NCCT will send me a series of questionnaires to fill out and send back to NCCT before the first meeting. It is imperative that NCCT receive these assessments a minimum of one week before my first meeting to allow time for my therapist to review my answers and begin to formulate an understanding of the dynamics that have brought me in for counseling.

Court Action Policy and Fees

_____ Initials

Clients are discouraged from having The Northampton Center for Couples Therapy subpoenaed or requesting records for the purpose of litigation. We are trained as clinical social workers, marriage and family therapists and mental health counselors and our work and therapeutic philosophy comes from non-adversarial positions. We have not been trained forensically or with the expertise to appear in court. We are unable to guarantee that any testimony that we are required by law to give will be solely in your favor. We can only testify to the facts of the case and our professional opinion.

If any clinician at The Northampton Center for Couples Therapy is to receive a subpoena then the attorney or office staff will need to call our office and set up a time for the subpoena to be served during office hours. We request a minimum of 72 hours notice of any Court appearance so that schedule changes for our clients can be made within a reasonable time frame.

Please note: if a subpoena is received without a minimum of 72 hour notice there will be an additional \$300 express charge.

Court action fees are as follows:

1. Preparation Time: \$260 per hour (billable in 15-minute increments)
2. Phone Calls: \$260 per hour (billable in 15-minute increments)
3. Filing Document with court \$100
4. Minimum charge for court appearance \$1,000.00 for half day, \$2,500 for full day
5. Attorney fees: I agree to pay all attorney's fees and costs that are incurred by The Northampton Center for Couples Therapy as a result of any court action.
6. Retainer: A retainer of \$1,500.00 is due at least 72 hours before the scheduled appearance. The remainder of the costs will be billed after the court appearance and will be due upon receipt.

All fees are doubled if the clinician from The Northampton Center for Couples Therapy is scheduled to go out of town.

If a clinician is subpoenaed and the case is reset with less than 72 hour notice prior to the beginning of the day of the scheduled subpoena and or testimony is not given then the client will be billed \$1,000.

Bills for court related actions are presented to clients on a weekly basis and payment is expected upon receipt. A zero balance will need to be kept at all times.

ACKNOWLEDGEMENT

My initials above and signature below acknowledge that I understand and accept the terms and conditions of this authorization and agreement.

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

The Northampton Center For Couples Therapy

CANCELLATION POLICY

Cancellation Policy:

_____ Initials

I am required to give a **minimum of four weeks notice** if I need to cancel or reschedule our marathon therapy appointment. Initial deposits are refundable when a cancellation occurs four or more weeks before our scheduled appointment. **Cancellations after this period will be charged the full fee for the Marathon Therapy session, plus related session-specific services.**

Additionally all cancellations regardless of notice will incur any credit card processing fees that NCCT incurred in processing Marathon Therapy deposits.

*Note ~ Due to the severe nature of New England weather, exceptions are made in the event of hazardous driving conditions and weather emergencies.

ACKNOWLEDGEMENT

My initials above and signature below acknowledge that I understand and accept the terms and conditions of this policy.

Signature: _____ **Date:** _____

Signature: _____ **Date:** _____

The Northampton Center For Couples Therapy

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
- "Treatment, Payment, and Health Care Operations"
 - Treatment is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - Payment is when I obtain reimbursement for your health care. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - Health Care Operations are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- "Use" applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

After you have read this notice you will be asked to sign a form indicating receipt of this notice as well as a separate Consent form to allow me to use and share your PHI. In almost all cases I intend to use your PHI here in my office or share your PHI with other people or organizations to provide **treatment** to you, arrange for **payment** for my services, or health care **operations**.

Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment, or health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before:

- Releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection.
- Use or disclosure of your protected health information for marketing purposes.

You may revoke all such authorization (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or

(2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* - If I, in the ordinary course of my profession, have reasonable cause to suspect or believe that any child under the age of eighteen years (1) has been abused or neglected, (2) has had nonaccidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon such child, or (3) is placed at imminent risk of serious harm, then I must report this suspicion or belief to the appropriate authority.
- *Adult and Domestic Abuse* - If I know or in good faith suspect that an elderly individual or an individual who is disabled or incompetent has been abused, I may disclose the appropriate information.
- *Health Oversight Activities* - If a government agency is investigating my practice, I have to disclose some information.
- *Judicial and Administrative Proceedings* - There are some federal, state, or local laws which require me to disclose PHI.
 - i. If you are involved in a lawsuit or legal proceeding and I receive a subpoena, discovery request, or other lawful process I may have to release some of your PHI. I will only do so after trying to inform you of the request, consulting your lawyer, or trying to obtain a court order to protect the requested information.
 - ii. If you bring a lawsuit against me and disclosure is necessary or relevant to a defense, I may disclose the appropriate information.
- *Serious Threat to Health or Safety* - If I believe in good faith that there is risk of imminent personal injury to yourself or to other individuals or risk of imminent injury to the property of other individuals, I may disclose the appropriate information. I may also disclose PHI if it is necessary for you to be hospitalized for psychiatric care.
- *Worker's Compensation* - I may disclose PHI regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Patient's Rights and Therapist's Duties

Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described above in this Notice). On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket*. You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- *Right to Be Notified if There is a Breach of Your Unsecured PHI*. You have the right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.

Therapist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you in person, via mail, or via another method agree to in advance.

Questions and Complaints

If you have questions about this notice, disagree with a decision I make about access to your records, or have other concerns about your privacy rights, you may contact me at 413.586.2300 for additional information. If you believe that your privacy rights have been violated and wish to file a complaint with me, you may send your written complaint to our Security Officer at 40 Main Street, Suite 206, Florence, MA 01062. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Our Security Officer can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

Other Uses of PHI in Healthcare

- **Business Associates** - There are some jobs I hire other businesses to do for me. In the law, they are called Business Associates. Examples may include a copy service to make copies of your health records or a billing service to print, mail, and follow-up on my insurance claims for reimbursement, to mail patient bills, and/or to contact your insurance company regarding benefits, eligibility, and authorization. These business associates need to receive some of your PHI to perform their jobs properly. To protect your privacy they have agreed in a signed contract to safeguard your information.

The effective date of this notice is April 14, 2003.

The Northampton Center For Couples Therapy

NOTICE OF PRIVACY PRACTICES

PATIENT NAME

PATIENT DATE OF BIRTH

THE SIGNATURE BELOW INDICATES THAT I HAVE RECEIVED A COPY OF THE NOTICE OF PRIVACY PRACTICES FROM NCCT:

SIGNATURE OF PATIENT OR GUARDIAN

DATE

GUARDIAN'S NAME (*Please print*)

RELATIONSHIP TO PATIENT