

Touma & Associates

6923 N Trenholm Rd Ste 131 Columbia SC 29206

Phone (803)256-1737 Fax: (803)256-0195

abhcounseling@gmail.com

Samer G Touma Ph.D.

Intake Form

today's date: _____
month/day/year

(Please Print)

Client full legal name:

Last	First	middle	date of birth
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Preferred name: _____ Date of birth: _____
Month/day/year

Home address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Cell: () _____

Email: _____

Gender: _____ Marital Status: _____

Additional Clients: (spouse, children, family)

Last	First	date of birth	gender	relation
------	-------	---------------	--------	----------

Last	First	date of birth	gender	relation
------	-------	---------------	--------	----------

Last	First	date of birth	gender	relation
------	-------	---------------	--------	----------

Guarantor Information (If client is a minor under age 18)

Name: _____

Last	First	Middle
------	-------	--------

Relation to client: _____ Date of birth: _____
month/day/year

Email: _____

Emergency Contact

Primary

Contact: _____

Last	First	Middle
------	-------	--------

Relation to client: _____ Contact number: () _____

Secondary

Contact: _____

Last	First	Middle
------	-------	--------

Relation to client: _____ Contact number: () _____

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AUTHORIZATION FOR THE EXCHANGE OF INFORMATION

(Information to be exchange with or released to)

Attorney: _____

Address: _____ Phone:() _____

Guardian Litem: _____

Address: _____ Phone:() _____

Name: _____

Address: _____ Phone: () _____

Name: _____

Address: _____ Phone: () _____

Entire Record

Tests and Reports

Evaluation scores

Mental Status

Treatment Plans

Diagnosis

Consultation Reports

Crisis Intervention Reports

Psychiatric Eval.

Medical Records

Progress Notes

Lab Results

Therapy notes

Psychological Report

Records Request

There is a fee for our office to copy records per South Carolina Law (SC ST SEC 44-115-80).

If you are requesting records from Touma & Associates, a signed release of records form must be filled out. If records are requested from a joint session all parties must sign a release form. It is required by law to have the signed form to release records.

A Therapist or other owner of medical records may charge a fee for the search and duplication of medical records. We do require payment prior to the copying of record(s). Once payment is received, we will send the records to you or you may pick up the records from our office. Our office requires up to 15 to 30 business days after payment is received to copy the records and get them ready to mail or for pick up. All releases must be approved and signed off by the Therapist before any copies can be made. Requests must be detailed as to what records need to be copied. Sincerely, Touma & Associates

Client name/Guardian

Signature

date

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SELF PAY WAIVER OF BENEFITS

I hereby request that I be considered a self-pay patient at Touma & Associates. I understand that Touma and Associates accepts my insurance plan and may cover a portion of the cost of my visits, however, I ask that Touma and Associates not file my claims with any insurance provider. I further understand that I will be responsible for paying for my visits at the time of service and that this agreement will remain in effect unless/until I notify Touma and Associates in person, in writing that I would like for my claims to be filed. Touma & Associates will file claims for services provided prior to notice of change. Should I decide to file claims independently while this agreement is in effect, I understand that Touma & Associates will not discount or contractually adjust any amounts dictated by the carrier for prior or future visits while this "Self-Pay Waiver" is in effect.

Client name/Guardian

Signature

date

APPOINTMENT AND BILLING POLICIES-Subject to Change

Payment: Clients with Insurance

Dr. Touma is a self-pay provider who does not discount his fees to contracted levels or accept co-pays. Full payment should be made at time of session, including any existing balance for all of Dr. Touma's clients. Insurance claims will be filed by our office for in network clients only. Any payment received by your insurance company will be credited to your account and can be applied to future visits or refunds to you upon request.

Full payment is expected at time of service. Please be prepared to pay all service fees prior to start of session. If there is an issue with payments not paid in timely manner than the client will have to pay a retainer prior to additional sessions.

Consultations and subsequent appointments do not qualify for insurance coverage and the client is responsible for the full amount unless otherwise stated by provider.

Appointments: When appointments are scheduled, the therapist reserves that time for your session. We ask that all clients contact our office prior to each appointment to either confirm or cancel by 12 PM on the day prior to the appointment (by Friday 10 AM for Monday and weekend appointments.) This allows us to fill vacancies and for you to avoid missed

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appointment charges. Please note that appointments not confirmed may be deleted to serve other clients.

Missed Appointment Fees: Clients who miss appointments by either not showing or canceling without adequate notice (as indicated above) will be charged a missed appointment fee. Missed appointment fees for Dr. Touma are the same as the regular session fee. Please note that this fee may be larger than your co-pay because missed sessions are not covered by insurance and are the full responsibility of the client.

Fees: (for Dr. Touma) the initial Consultation is \$350, and subsequent visits for therapy are \$300 (45-50min.). Depositions and court appearances (please see fee schedule) per hour plus legal fees. There is a retainer fee for all court cases. The retainer for your case is at the discretion of the therapist.

Emergencies: Occasionally patient emergencies will arise that will necessitate our rescheduling appointments. We apologize in advance for any inconvenience. We would be happy to assist you in rescheduling and we can add you to a wait list as needed.

Returned Checks: There is a \$35 charge for all returned checks.

Phone Calls: Our therapists are happy to return brief phone calls to you at no charge. Calls should be limited to 5 minutes in length. If you need to speak to the therapist at greater lengths, please schedule an appointment. Phone calls over 5 minutes will be billed at the hourly rate.

Delinquent Accounts: To avoid this, please set up a payment plan if needed with the office manager and make payments every 30 days. Accounts over 60 days past due can be turned over to a collection agency. You will be responsible for the balance of your account as well as any fees that may be incurred in the collections process. The counseling relationship will be terminated, and referral to other counseling options can be provided.

All policies are subject to change. I understand the billing policies and agree to abide by all provisions stated above

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HIPAA Client's Rights

On August 8, 1996, the US Congress Passed Public Law 104-91, commonly known as the Health Insurance Portability and Accountability Act (HIPAA). The purpose of HIPAA is to 1) Promote the use of standards in healthcare for administrative and financial transactions and 2) Provide for the confidentiality and security of protected health information. Touma & Associates private practice is considered a "covered entity" under the HIPAA regulations; as a result, we have changed how we distribute our clients' protected health information. The following are our client's rights under the HIPAA regulations:

1. You have the rights to see your counseling/therapy file. Psychotherapy notes are afforded special privacy protection under the HIPAA regulations and are excluded from the right.
2. You have the right to receive a copy of your counseling/therapy file. Psychotherapy notes are afforded special privacy protection under the HIPAA regulations and are excluded from this right.
3. You have the right to receive a history of all disclosures of protected health information.
4. You have the right to restrict the use and disclosure of your protected health information for the purposes of treatment, payment, and operations. If you choose to release any protected health information, you will be required to sign a Release of Information form detailing the information you wish to be disclosed.
5. You have the right to register a complaint with the Secretary of Health and Human Services if you feel your rights, herein explained, have been violated.

It has never been our privacy policy to release psychotherapy notes. In lieu of psychotherapy notes, we will be happy to provide you or designated third parties with the following information which HIPAA allows:

- Psychotherapy start and stop times
- Modalities and frequencies of treatment
- Results of any clinical testing
- Functional status
- Treatment plans
- Progress to date
- Prognosis
- Diagnoses

All information revealed by you in a counseling or therapy session and most information placed in your counseling/therapy file (all medical records or other identifiable health information held or disclosed in any form {electronic, paper, or oral}) is considered "protected health information" by HIPAA. As such, your protected health information cannot be distributed to anyone else without your express informed and voluntary written consent or authorization.

The exceptions to this are defined below:

Use or disclosure of the following protected health information DOES NOT REQUIRE your consent or authorization.

1. Uses and disclosures required by law.
2. Uses and disclosures about victims of abuse, neglect, or domestic violence.
3. Uses and disclosures for health and oversight activities.
4. Uses and disclosures for judicial and administrative proceedings.
5. Uses and disclosures for law enforcement purposes.
6. Uses and disclosures for research purposes.
7. Uses and disclosures to advertise a serious threat to health or safety.
8. Uses and disclosures for Workers Compensation.

By signing this form I acknowledge that I have received and read the HIPAA Client's Rights provided

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LIMITS ON CLIENT CONFIDENTIALITY

We are required by law to disclose confidential information if any of the following conditions exist:

- You are a danger to yourself or others.
- You seek treatment to avoid detection or apprehension or enable anyone to commit a crime.
- You are involved in litigation of any kind and you inform the court of the series that you received from us making your mental health an issue before the court.
- We have reason to believe that you are abusing or neglecting a child or elderly person.
- The contact is one in which your psychotherapist must file a report to a public employer or as to information required to be recorded in a public office, if such report or record is open to public inspection.
- You are under the age of 16 years and are the victim of a crime.
- You are a minor and your psychotherapist reasonably suspects you are the victim of child abuse.
- You are a person over the age of 65 and your psychotherapist believes you are the victim of physical abuse. Your therapist may disclose information if you are the victim of emotional abuse.
- You die and the communication is important to decide an issue concerning a deed or conveyance, will, or other writing executed by you affecting an interest in property.
- You file a suit against your therapist for breach of duty or your therapist files suit against you.
- You have filed suit against anyone and have claimed mental/emotional damages as part of the suit.
- You waive your rights to privilege or give consent to limited disclosure by your therapist.
- Your insurance company paying for services has the right to review all records.

*If you have any questions about these limitations, please discuss them with your therapist.

Although confidentiality and privileged communication remain rights of all clients of mental health practitioners according to the law, some courts have held that if an individual intends to take harmful acts or dangerous action against another human being, or against themselves, it is the practitioner's duty to warn the person or the family of the client who intends to harm oneself of such an intention.

I, as a mental health practitioner, will under no circumstances inform such individuals without first sharing that intention with the client, unless it is not possible to do so. Every effort will be made to resolve the issue before such a breach of confidentiality takes place.

In summary, we make every effort to safeguard your personal information. However, there are exceptions listed above which are mandated by law, and we want you to be fully aware of them before your therapy begins. Your signature below lets us know that you have read this and understand. By signing this form I acknowledge that I have read and understand the limits on client confidentiality

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Signature

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Informed Consent for Counseling and Psychotherapy

PLEASE INITIAL EACH LINE AFTER READING

_____ Right to Refuse and Decline

I understand that I have the right to disagree with any of the statements below and/or refuse to sign them. I understand that if I do exercise this right to refuse, Touma & Associates may decline to provide therapy services to me.

_____ No Guarantee

I understand that no therapist can guarantee specific positive outcomes and that although Touma & Associates agrees to apply its training and experience in the most productive and efficient way it does not make any such guarantees.

_____ Confidentiality and Privacy

I understand that with certain exceptions, Touma & Associates cannot by law release any of my personal information without my permission. I understand that the confidentiality law does not prevent Touma and Associates from measures related or necessary to collection of fees. I understand that my Intake materials include a detailed description of the law and its exceptions, and either have read or intend to read this description before treatment begins.

_____ Problems during Therapy/Counseling

I understand that the process of counseling or therapy is complex, and that problems may develop as a healthy part of that process. I understand that if I wonder about the meaning or appropriateness of Touma & Associates' approach, techniques, interventions, or statements, I can state my reservations and ask for explanation of such things. If I am not satisfied with the answers, I have the right to say so. I understand that if the Touma and Associates Therapist believes he/she needs assistance from another professional therapist as consultant or supervisor, he/she can ask for it only with my permission. I understand that such refusal may mean Touma & Associates must refer me to another therapist.

_____ Right to Terminate Therapy/Counseling

I understand that I am free to terminate therapy for any reason at any time.*I understand that if the Touma & Associates Therapist believes I need services that he/she is not qualified to provide, or that clinical or ethical reasons dictate, he/she may terminate therapy and refer me to another therapist.

_____ Emotional Process/Hold Harmless

I understand that therapy/counseling can cause strong emotions to surface, including such "negative" feelings as grief, anxiety, or anger; that is often part of the healing, problem-solving, and/or growth for which I have sought help; and that if I experience such emotions during my work with ABH, they do not in and of themselves indicate bad mental health practice or the failure of therapy. I agree to hold Touma & Associates harmless, for such emotions.

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_____ Use of Electronic Media/Hold Harmless

While Touma & Associates works hard at maintaining confidentiality, the security of electronic media (email, internet, and cell phones) cannot be guaranteed. I understand that if I use such media to communicate with Touma & Associates, I assume responsibility for the risk of any breaches of confidentiality due to security failures of the media themselves, I agree to hold Touma & Associates harmless for such failures.

_____ Fee is for Service

I understand that payment of fees is not contingent on successful outcomes of therapy; that the fee is for services rendered. I agree to pay all fees regardless of outcomes.

_____ Opt Out of Mailing List

I understand that Touma & Associates periodically mails notices about support, educational, and therapy groups and seminars, and that I will receive such mailings unless I opt out by checking that box below. I understand that exercising this privacy right will not affect the service I receive, and that I will still be mailed statements and other documents related to that service.

_____ Unauthorized electronic surveillance of sessions or clients is disruptive to the therapeutic process. For this reason, NO person may record the session or any client for that matter without Dr. Touma or clients' knowledge or consent. Secret recordings are strictly prohibited unless authorized in writing by Touma and Associates legal counsel. A violation of provision may result in legal action, including termination of all counseling/therapy sessions.

I _____ } opt Out of Mailing List

* This does not apply to court-ordered treatment or evaluations.

By signing this form I acknowledge that I have read and understand the note about Insurance

Client name/Guardian

Signature

date

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Note Regarding Health Insurance

The primary benefit is clear. You paid premiums for health insurance, either directly or indirectly through your employer. It was an investment. One return on that investment is reimbursement for part of your therapy bill.

Court and Custody Cases

We do not take insurance for court and custody cases. The reasons are multifold. Primarily, most children and families going through a divorce do not meet diagnostic criteria for a clinical diagnosis to file with insurance. In addition, even when some people have those diagnoses, they are not the primary focus of treatment. Often, I am asked about an adjustment disorder. While it is true that divorce and separation is an adjustment, the individual or family receiving therapy may not meet the criteria for a disorder. There are some therapists who do not view cases this way, however, I do not feel it is legal or ethical to assign a diagnosis where one does not exist or is not being the primary focus of treatment. Please read the effects of doing so below.

Complications of Using Health Insurance Benefits

Problems come in three areas: loss of confidentiality, loss of control of treatment, and the effects of having a psychiatric diagnosis.

1. **Increasing Loss of Confidentiality:** In the past, therapists only needed to provide insurance companies with a diagnostic code, identifying information, and dates of service. Now insurers usually want a thorough description of your problems, history, symptoms, family life, and work life and so on. This information may be reviewed by employees of both the insurance company and a separate managed care company. Many employees of these companies do not have the same training in confidentiality as professionals. Unfortunately, there have been increasing reports of disturbing breaches of privacy, and I have no control over confidentiality procedures once the information leaves my office. Insurance and managed care companies put your information into their computers. Managed care company ownership has been changing rapidly. Smaller companies are bought by bigger ones, which are swallowed by even bigger ones. Therapists are concerned about what will happen to client information as changes in ownership take place. Decreases in privacy may lead to decreases in your openness. The more that is true, the less effective our work together is
2. **Loss of Control of Treatment:** Managed care companies use the information we must provide to decide if treatment is medically necessary in the first place, and, later, if it should continue. Many who make these decisions have limited training in psychotherapy. Managed care companies make money by reducing how much treatment occurs. Therapists worry that economic goals may color their decisions. In other words, the criteria they use may be quite different from those you and your therapist use. Reviewers have formulas they must follow in making decisions. Some formulas are economic. Others are based on "average" cases. However, formulas and averages cannot account for human individuality. Therapy done by formulas cannot provide the careful listening that years of scientific research have shown to be the cornerstone of effective therapy. Therapists who belong to some managed care panels are pressured to follow formulas or lose membership on those panels. The two people who can best make treatment decisions are the client and therapist, in partnership. It used to work that way. Today, if you depend upon health insurance benefits, it may not. Control over

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treatment is also lost because some kinds of services and problems are not covered. For example, marital counseling is usually not covered even though its effectiveness is well known; and therapy for long term personality problems is almost never covered by managed care. Managed care companies usually agree to cover treatment only to the extent that it focuses on symptoms. They usually refuse to cover treatment aimed at the underlying problems that cause symptoms. Managed care is a system that works best in dealing with crises. However, if people do not come to terms with the underlying issues, new crises are likely.

3. The Effects of Having a Psychiatric Diagnosis: Health insurance benefits can only be used for the treatment of illness. This means that your therapist must make a formal psychiatric diagnosis about you before the benefits will be available. A psychiatric diagnosis can usually be made when people are in psychological distress, but many personal and life problems do not require a formal psychiatric diagnosis to be treated. We are increasingly seeing diagnoses come back to haunt people. Many people have found that using health insurance benefits for therapy has actually cost them money because, after making a claim, their premiums went up. This is despite overwhelming scientific evidence that therapy improves general health and reduces total medical bills. Life and disability insurance applications have been held up. Employers are sometimes notified about all medical care visits, including therapy, by the insurance company. The very existence of psychiatric diagnoses creates a false impression that most people sail through life without serious problems and only the ill need help. That is just not true. All of us, in our fast paced, highly stressful society, have hard times. None of us today can be expected to automatically have all the coping skills we need. Therapy helps people develop skills they have not yet had a chance to develop. The system of psychiatric diagnoses is only one way of looking at human problems. Its biggest advantage is that it helps get health insurance benefits, an advantage that is waning. Psychiatric diagnoses do not usually describe issues in ways that help people actually solve problems. In fact, diagnoses often get in the way. Other ways of looking at human problems are more helpful. Choosing not to use health insurance benefits means you do not have to have a psychiatric diagnosis. That means as people make decisions about you in the future, such a diagnosis will not be an issue

I have had to write letters for clients who have applied for disability and life insurance. I have had clients denied for other health insurance due to psychiatric diagnoses. Also, I have had clients need letters when applying to take the bar exam to become attorneys. I have also had clients be denied for military service due to psychiatric diagnoses.

By signing this form I acknowledge that I have read and understand the note about Insurance

Client name/Guardian

Signature

date

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Telehealth Treatment Consent

Information and Informed Consent for Tele-mental Health Treatment

Tele-mental health is live two - way audio and video electronic communications that allows therapists and clients to meet outside of a physical office setting.

Client Understanding:

I understand that tele-mental health services are completely voluntary and that I can withdraw this consent at any time.

I understand that none of the tele-mental health sessions will be recorded or photographed.

I agree not to make or allow audio or video recordings of any portion of the sessions.

I understand that the laws that protect privacy and the confidentiality of client information also apply to tele-mental health, and that no information obtained in the use of tele-mental health that identifies me will be disclosed to other entities without my consent.

I understand that tele-mental health is performed over a secure communication system that is almost impossible for anyone else to access. I understand that any internet-based communication is not 100 % guaranteed to be secure.

I agree that the therapist and practice will not be held responsible if any outside party gains access to my personal information by bypassing the security measures of the communication system.

I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties.

I understand that I or my therapist may discontinue the tele-mental sessions at any time if it is felt that the video technology is not adequate for the situation.

I understand that if there is an emergency during a tele-mental health session, then my therapist may call emergency services and/ or my emergency contact.

I understand that this form is signed in addition to the Notice of Privacy Practices and Consent to Treatment and that all office policies and procedures apply to tele-mental health services.

I understand that if the video conferencing connection drops while I am in a session, I will have an additional phone line available to contact my therapist, or I will make additional plans with my therapist ahead of time for re - contact.

I understand a "no show" or late fee will be charged if I miss an appointment or do not cancel within 24 hours of scheduled appointment. I understand credit cards or other forms of payment will be established before the first session.

I understand my therapist will advise me about what tele-mental health platform to use and she will establish a video conference session.

Client Consent

I hereby give my informed consent to Touma & Associates for the use of tele-mental health in my care

Client name/Guardian

Signature

date