

*Welcome!*

## TO PATHWAYS TRANSITION PROGRAMS, INC.

Thank you for allowing us to get to know you.

Before we begin, we also want you to know something about us, and how we will work together.

Pathways Transition Programs, INC (PTP) has been working with children, teens, adults, and families since 1991. We have psychologists, psychiatrists, social workers, counselors, and paraprofessionals who work together as a team. This way we can offer you the best services for the challenges your family is dealing with at this time.

### How We Work

- ❖ We begin with an interview to gather information that will help us understand your concerns, hopes and wishes. It is very important for us to learn how YOU see problems and what changes would be meaningful to you.
- ❖ After the first interview, a counselor will contact you to begin working with your family on the goals that you identified. With your input, a plan will be developed, and we will discuss the potential course of treatment.
- ❖ Think of your counselor as your family's coach. A behavior aide may also work with your child. A good coach knows what it takes to accomplish a goal, and to recognize when the goal is reached; then, leaves you with the tools and resources to maintain progress and prevent future challenges from becoming bigger problems.
- ❖ Your counselor is there to help reduce the family stress that can come from worrying about and managing children who are having a difficult time coping. We believe that counseling is a partnership between families and their counselors. Each of us brings something unique to the partnership – you know your child, your family and of course, yourself. Your counselor brings an understanding of how children develop and how difficult life experiences change the way children think, feel and behave. Your counselor also brings tools and strategies that help children cope with feelings and thoughts that influence their behaviors.
- ❖ Our work cannot be effective without your involvement. Even when it looks like it's a child or teen who needs to do the changing, it takes the help of the adults in their lives to make the change possible.
- ❖ We believe that there are three commitments that are important for you and us to hold in order for our work together to be successful. We call them the **Three Cs**:
  - **Confidentiality.**
    - Your privacy is very important to us. It is also the law. The content of our sessions (with you and your children) remain confidential. Your counselor will talk to you about release of information and limits of confidentiality.
  - **Courtesy.**
    - It is important for us to respect each other's roles in seeking solutions to your children's challenges. We are committed to listening to you and to your children. We also respect our work together as a partnership. We welcome feedback and hope that you will be open to feedback too.
  - **Consistency.**
    - Of course, nothing much can change if we don't work at it consistently. A consistent schedule of appointments makes it easier for all of us to be prepared and find a rhythm for working together.

We look forward to getting to know you and working together to resolve problems and challenges so you and/or your children can learn and grow with confidence and joy.

Dr. Jain

A handwritten signature in black ink that reads "Sunaina R. Jain". The signature is written in a cursive, flowing style.

Sunaina R. Jain, Ph.D.  
Clinical Psychologist  
Founder & CEO



120 East Trinity Place • Decatur, GA 30030

Phone (404) 378-2300 • Fax (404) 378-2394

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## **INFORMED CONSENT FOR TREATMENT**

**CLIENT INFORMATION** (*Confirm correct name spelling and DOB with client and/or guardian.*)

First Name:	Middle Initial:	Last Name:	DOB:
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This document contains important information about PTP services and business policies. Please read it carefully and ask questions for clarification if needed. When you sign this document, it will represent an agreement between you and PTP and authorize our staff to begin your counseling services.

PTP is a private behavioral health agency serving children, teens, adults, and families in 40+ north central Georgia Counties. All of our therapists are either Licensed Professional Counselors (LPC), Licensed Clinical Social Workers (LCSW), Associate Professional Counselors (APC), or Licensed Master Social Worker (LMSW) under clinical supervision and direction. We employ additional staff as Paraprofessionals with college degrees in various fields in support roles. All clinical staff participate in peer consultation as well as ongoing continuing education.

We approach our work using a comprehensive, integrated model for understanding and working with clients from all walks of life developed by Dr. Sunaina Rao Jain, our founder, called *The Kaleidoscope Model of Therapy™*. All work with our clients is based on the fundamental premise that our behavior patterns reflect our understanding of ourselves and the world we live in, and change is basically about shifting this perspective enough to risk trying new ways of coping and thriving.

The techniques we use to help clients heal and learn come from a variety of sources since each person’s needs are different; there is no one-size-fits-all approach. However, the choice of methods comes from our understanding, in collaboration with our clients, of what they need most to regain control over the direction of their lives.

**Services**

- ❖ Services provided at PTP include, but are not limited to, counseling and psychotherapy; psychiatry and medication management; intensive family-based therapy (IFI); behavioral aid; school-based support; group counseling; diagnostic and assessment reviews; state-funded wraparound services, early intervention, prevention of unnecessary placement, and family assessments.
- ❖ You will receive a comprehensive assessment and a treatment plan. You will be involved in the creation of treatment goals. These plans will be updated as needed with you.

**Your Rights**

While receiving PTP services, your rights are protected by the Georgia Department of Human Resources.

You have the right to

- ❖ Care suited to your needs.
- ❖ Services that respect your dignity and protect your health and safety.
- ❖ Be informed of the benefits and risks of your service plan.
- ❖ Participate in planning your own program.
- ❖ Refuse service, unless a clinician thinks that refusal would be unsafe for you or others.
- ❖ Prompt and confidential services, even if it is determined you are unable to pay.
- ❖ Review your records with your clinician, unless he or she thinks it is not in your best interest.
- ❖ Exercise all civil, political, personal and property rights to which you are entitled as a citizen.
- ❖ Remain free of physical restraints or time-out procedures, unless such measures are required for providing effective treatment or protecting the safety of yourself or others.
- ❖ Be free of physical, sexual or verbal abuse.
- ❖ Receive services without discrimination on the basis of your political affiliation, religion, race, color, gender, sexual orientation, mental or physical handicap, nationality, or age.

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You also have the right to

- ❖ Consult with your clinician about any concerns related to your treatment to ensure your wellbeing.
- ❖ Ask questions about any procedures or techniques used by your clinician.
- ❖ Learn about alternative methods of care.
- ❖ Confidential communications between yourself and PTP.
- ❖ Review your medical record.
- ❖ Request and receive copies of your medical record and to request your record be amended.
- ❖ Review PTP Business Associate Agreements for entities with access to your medical record in our office.
- ❖ Request an accounting of all disclosures made by PTP of your private health information in the six years or less prior to the date requested.
- ❖ **End treatment with PTP at any time.**
- ❖ File a complaint if you believe any of your rights have been restricted or denied.

**Your Responsibilities**

Per the Georgia Department of Human Resources, it is your responsibility to

- ❖ Be honest with the staff providing services.
- ❖ Cooperate in implementing and following your service plan.
- ❖ Keep all appointments on time and give 24 hours of notice if cancellation is necessary.
- ❖ Respect the rights and confidentiality of other clients.
- ❖ Make timely payment of PTP fees or arrangements for payment by another party.

**Understandings**

- ❖ Your clinician may end services at any time for any one of the following reasons:
  - Failure to attend scheduled individual or family sessions.
  - Concerns for safety and well-being of the children in the home.
  - Implied or explicit aggressive behaviors or threats toward other clients or our staff.  
(see Aggressive Behavior below)

**Promise to Pay**

- ❖ Full payment is expected at the time services are rendered at PTP, for all services received by PTP, unless claims are filed to your insurance company or another payor. Refusal to pay fee may result in termination of services.
- ❖ We require 24 hours of notice for appointment cancellations. Appointments canceled without 24 hours of notice will be subject to cancellation fee.
- ❖ For accounts past due more than 30 days, interest will be added (2% per month).

***Please Initial***

Information related to my insurance and/or payor is true and correct to the best of my knowledge and will remain confidential. I am responsible for payment at the time services are rendered unless filed to insurance or payor on my behalf. If my insurance provider indicates that a co-payment is due, I am responsible for the co-payment at the time services are rendered.

\_\_\_\_\_

I authorize the release of medical information necessary to process insurance claims for services rendered by PTP.

\_\_\_\_\_

I authorize payment of medical benefits to PTP for services; claims may be filed on my behalf.

\_\_\_\_\_

I authorize correspondence with primary physician, as needed for insurance approve/authorization of mental health services.

\_\_\_\_\_

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**Risks**

- ❖ Most clients exit therapy feeling better able to care for themselves and their loved ones. However, there are no guarantees that any therapy treatments offered anywhere will be successful; no one at PTP can offer a guarantee regarding the outcome of your treatment.

**Benefits**

- ❖ Understanding one’s self more thoroughly: defining personal strengths, identifying triggers that interfere with normal life functioning, and finding opportunities for personal development.
- ❖ Overcoming bad habits and developing healthy coping skills for managing difficult circumstances. Improved relationships with family, friends, and others.
- ❖ Enhanced resilience.
- ❖ Identify paths towards achievement of goals.

**Communications from PTP**

- ❖ Secure, private communications cannot be fully assured using mobile phones and email. Please indicate which communications you allow us to use and under what circumstances. You may alter your preferences at any time.

PERMITTED COMMUNICATION METHODS		
	Permitted?	
Voice communications to landline #:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Voicemail on landline	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Voice communication to mobile #:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Voicemail on mobile phone	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Text communications to a mobile phone	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Client Email Address:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Parent/Guardian Email Address	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Fax Phone #:	<input type="checkbox"/> YES	<input type="checkbox"/> NO

- ❖ When you use a mobile phone or email to contact us, we will consider this your implied consent allowing us to reply using the same non-secure methods pending clarification from you.
- ❖ If you don’t make any selections above, we will only contact you via landline phone, fax, or USPS mail.

**Communications from You**

We are committed to your support and care. We want to respond to you in a timely manner; we return calls within 24 hours Monday through Thursday. Calls received on Friday, Saturday, or Sunday are returned on Monday.

***If you have an emergency, call 911. For non-emergency calls***

- ❖ ***Weekdays***  
Monday through Friday, between 9am-5pm, please call your clinician’s mobile phone. You may also call our main office at (404) 378-2300 to speak to the front office or press zero (0) to leave a voicemail message. Make sure to state your name clearly, your clinician’s name, and your call back phone number.
- ❖ ***Afterhours, weekends, and holidays***  
After business hours, on weekends, or during holidays, please leave a message on your clinician’s mobile phone, or call our main office at (404) 378-2300. Press zero (0) to leave voicemail for the front office. ***If your call is urgent (but not an emergency),*** please call dial (404) 378-2300 and press two (2) to speak with our afterhours attendant.

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**Discipline & Mandated Reporting**

Our regulatory agencies require us to inform you that ***PTP does not support nor condone the use of corporal punishment*** at any time.

As stipulated by Georgia state law, all PTP staff are ***mandated reporters*** of child abuse or neglect. Mandated reporters are required to submit a report to the appropriate DFCS county office if they believe a minor child has experienced any of the following from a parent or guardian:

- ❖ Non-accidental physical injury.
- ❖ Neglect or exploitation.
- ❖ Sexual assault or sexual exploitation.

**Aggressive Behavior**

Just as you deserve to be free of physical, sexual, and verbal abuse while seeking treatment at PTP, our staff also have the right to be free of physical, sexual, and verbal abuse while working with you.

- ❖ Any threat, implied or explicit, about inflicting violence, sexual abuse, or harassment on another individual will be taken seriously.
- ❖ Physical confrontations will be stopped immediately using the safest means possible. Staff will not use restraints or seclusion to stop aggressive behavior, but emergency holds may be used to stop aggressive behavior.
- ❖ If necessary, law enforcement will be contacted to come to our office to document an altercation, take statements, and make arrests if necessary.
- ❖ If an injury is sustained requiring medical attention, we will arrange transportation to the nearest hospital. PTP staff will accompany you.
- ❖ An incident report will be completed by your clinician and submitted to our clinical director. The clinical director will meet with your Treatment Team and the Continuous Quality Improvement (CQI) Committee within five working days of the incident.
- ❖ All involved parties will meet with the clinical supervisor within five days of the incident. If anyone on your Treatment Team feels unsafe, you will be discharged from our service.
- ❖ Your referrer may be notified.

**Complaints**

The staff at PTP want to know that you are satisfied with our services. We also understand that with any ongoing relationship there may be times of conflict. It is important for your complaints or concerns are heard. There are various options available to you for submitting a complaint.

- ❖ If you feel uncomfortable bringing concerns to your clinician, or if feel a situation has not been resolved with your clinician to your satisfaction, please contact our clinical director at (404) 378-2300 x5011. You can expect a response within five business days. The clinical director will schedule a meeting with you and all concerned parties at a PTP office. PTP will provide transportation if needed to ensure there are no barriers for your attendance this staffing.
- ❖ You can complete an anonymous online feedback survey that can be found on the footer of any webpage on the PTP website.
- ❖ If you do not feel the situation is resolved to your satisfaction at PTP, you may contact those entities responsible for PTP funding (claim payments) and monitoring. This includes your local DFCS office. Or, if you do not receive satisfaction from these agencies within 30 days of your submitted complaint, you can contact the Georgia Department of Behavioral Health at (404) 657-5964.

**INFORMED CONSENT FOR TELEMENTAL HEALTH (TMH) SERVICE DELIVERY**

Telemental Health (TMH) is the use of telecommunications technology by a clinician to deliver real-time care when they cannot be physically present with a client. In this circumstance, TMH may be used to deliver a variety of PTP services including, individual therapy, family therapy, psychiatric assessments, medication management, crisis intervention, follow-ups, skills development, and training sessions.



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### **Technologies**

- ❖ Clinicians may connect by text, email, or telephone, or video.
- ❖ Most often, PTP clinicians will conduct TMH appointments using Google Meet or VSee. These are free, online interactive video conferencing tools.

### **Security & Privacy**

- ❖ All existing privacy laws apply to TMH consultations.
- ❖ Google Meet and VSee security protections meet or exceed the technical requirements specified by the HIPAA security rule.
- ❖ PTP clinicians will not record video or phone sessions without your permission. Clinical notes from consultations will be added to your medical record and you have legal access to copies of these records.
- ❖ PTP will not share any information gathered from your TMH appointments with other entities without your consent.

### **Confidentiality**

- ❖ Reasonable and appropriate efforts have been made to eliminate any confidentiality risks associated with TMH consultations.
- ❖ Under federal and Georgia state law, all existing confidentiality protections apply to any information you share with your clinician during all TMH appointments.

### **Your Rights**

- ❖ TMH services are voluntary. You may withdraw consent for services delivered in this manner at any time without affecting your right to future care or eligibility for other programs.
- ❖ You have the right to ask questions about any procedures or techniques used by your clinician.
- ❖ You have the right to learn about alternative methods of care.

### **Understandings**

- ❖ TMH appointments will not be exactly the same as face-to-face sessions since you and your clinician are not present in the same room.
- ❖ Clinicians are usually located in a PTP office or in a home office. Please find a private, quiet setting in your home, office, school, etc., for your appointment.
- ❖ At the beginning of your appointment, you and your clinician will discuss how to re-connect if the video conferencing or telephone connection is interrupted or dropped.
- ❖ You will use your own device to connect for appointments and PTP is not responsible for its performance or the quality of your Internet connection.
- ❖ If your minor child is the client, as his or her parent/guardian, you will be available by telephone or text during your child's TMH sessions.
- ❖ If there is an emergency during the session, the clinician will call emergency services and your emergency contacts.

### **Risks**

- ❖ While Google Meet and VSee are extremely secure conferencing tools, there is still a very small possibility of unauthorized access that could affect my confidentiality.
- ❖ Communications technology can be subject to interruption and technical difficulties.
- ❖ You or your clinician may discontinue an appointment at any time if either of you feels the video conference, text, email, or telephone connection is not sufficient for the situation.

### **Benefits**

- ❖ TMH provides increased appointment scheduling flexibility.
- ❖ TMH eliminates travel time and expense.
- ❖ TMH reduces the time you are unable to work or care for other family members.
- ❖ TMH eliminates an office waiting room.
- ❖ During this time of pandemic, TMH reduces your exposure to potential contagions; you can remain in your home to limit contact with others.

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## **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

### **HIPAA Objectives**

- ❖ Make it easier for the public to keep and move their health insurance.
- ❖ Help the health insurance industry control administrative costs and reduce fraud.
- ❖ Create and enforce standards for healthcare information.
- ❖ Establish privacy and security standards to protect consumers.

### **Covered Entities**

- ❖ **Providers.** Every health care provider, regardless of size, who electronically transmits health information in connection with certain transactions, is a covered entity. These transactions include claims, benefit eligibility inquiries, referral authorization requests, or other transactions for which HHS has established standards under the HIPAA Transactions Rule. ***PTP is a covered entity.***
- ❖ **Health Plans.** Individual and group health plans that provide or pay the cost of medical care are covered entities. Health plans include health, dental, vision, and prescription drug insurers, health maintenance organizations (HMOs), Medicare, Medicaid, Medicare supplement insurers, and long-term care insurers (excluding nursing home fixed-indemnity policies). Health plans also include employer-sponsored group health plans, government and church-sponsored health plans, and multi-employer health plans.
- ❖ Covered entities must comply with all HIPAA Rules and Standards.

### **The Privacy Rule**

- ❖ The Privacy Rule defines and limits how PHI may be used or disclosed by covered entities.
- ❖ PHI includes many common identifiers (e.g., name, address, birth date, Social Security Number).
- ❖ All PTP staff, student interns, and volunteers sign a confidentiality agreement requiring all your PHI to be held in strict confidence. They are personally liable for any violation of this agreement.

### **The Security Rule**

- ❖ The Security Rule established standards for the protection of electronically stored PHI (ePHI) by using appropriate administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of this information.
- ❖ Progress notes and other private medical information you share with PTP become part of your Electronic Medical Record (EMR). Your EMR is subject to the Security Rule.
- ❖ PTP maintains all medical records within a secure EMR system, CareLogic by Qualifacts, or in a secure online HIPAA-compliant archive that meets or exceeds HIPAA security standards.

### **Business Associates**

- ❖ A business associate is a person or organization, other than a member of a covered entity's workforce, that performs certain functions or activities on behalf of, or provides certain services to, a covered entity that involve the use or disclosure of individually identifiable health information.
- ❖ PTP maintains a number of Business Associate Agreements with third party contractors and suppliers who assist us with our day-to-day operations. These Business Associate Agreements assure your PHI will be appropriately safeguarded.
- ❖ The Department of Child and Family Services (DFCS) and the Department of Juvenile Justice (DJJ) county agencies are also considered ***Business Associates who pay for your services. They are legally entitled to obtain a copy of your medical record; your confidentiality is limited.*** Please note: all documented records, such as progress notes and evaluations, for DFCS and DJJ clients are considered the property of these Business Associates. These records may only be released by the county agencies that retain those records.

### **Your Medical Record**

- ❖ You may request a copy of your medical record for yourself or another entity by completing an *Authorization to Release/Receive Information* form (download at <https://www.pathwaystp.com/downloads.html>). A copy of your documents will be prepared within 30 days after receipt. Identification must be provided for documents collected at our offices.
- ❖ You may request an amendment to your medical record in writing. The written amendment, or an amendment denial with

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an explanation, will be mailed to you within 60 days after receipt of your request.

- ❖ **Important: PTP specializes in psychotherapy and does not release confidential psychotherapy notes.** HIPPA defines psychotherapy notes as "notes recorded, in any medium, by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and **that are separated from the of the individual's medical record.**" **PTP psychotherapy notes are only released via subpoena or court order** and will be supplied within 30 days. In place of psychotherapy notes, you may request a formal summary document, which will be provided within 30 days.
- ❖ The administrative cost for copies of medical records is \$25.88 plus:
  - 97 cents for 1-20 pages.
  - 83 cents for 21-100 pages.
  - 66 cents for 100+ pages.
  - (2015 Georgia Department of Community Health Medical Records Division fee schedule)
  - Fee exceptions:
    - PTP waves this fee schedule if your services are funded by DFCS. You must take your documentation requests your county DFCS office.
    - PTP also provides medical records at no charge for disability benefit or vocation rehabilitation programs.
- ❖ There are a few circumstances when your written consent to disclose information is not required:
  - If you intend to harm yourself or others.
  - As **mandated reporters**, we are required by law to report any suspected abuse, neglect, or domestic violence.
  - Records, in certain circumstances, may be subpoenaed in court cases.

**Privacy Complaints**

- ❖ Please speak to our clinical director at (404) 378-2300 x5011 about any privacy concerns.
- ❖ Complaints will be reviewed and a response to will be made within 60 days of receipt.
- ❖ Complaints may also be made to:

**Department of Health and Human Services, Office of Civil Rights**  
**200 Independence Ave, SW**  
**Washington, DC 20201**  
**Phone (877) 696-6775**

**FIREARM SAFETY IN THE HOME**

***Our insurance company requires the following information.***

Please check the applicable statement:

- I do not keep firearms in my house. **I will give PTP** a written notice within five days if I acquire any firearms in the future.
- I have informed PTP about the existence of all firearms kept in my house. **All firearms are safely secured (under lock and key or with a safety clip) and are not accessible to minors** in my house.
- I have disclosed all firearms kept in my house. **These firearms are not presently secured.**

**COVID-19 WAIVER OF LIABILITY & ASSUMPTION OF RISK**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and limited group congregation.

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PTP has implemented safety measures to reduce the spread of COVID-19; however, we cannot guarantee that you and your family members will not become infected with COVID-19. **Attending in-person appointments with PTP staff could increase the risk of COVID-19 exposure and/or infection by you and your family members.**

I acknowledge the contagious nature of COVID-19. I understand exposure or infection may result in personal injury, illness, permanent disability, and while very rare, even death. I understand COVID-19 exposure or infection contracted during an in-person PTP appointment may be due to actions, omissions, or negligence by me, my family members, or by PTP, its staff, interns, business associates, and their families.

**I voluntarily assume all risks and accept sole responsibility for any injury, illness, permanent disability, and/or death in the event I and/or my family experience as the result of attending in-person appointments with PTP staff or business associates.**

I promise not to sue; I hold harmless and release PTP, its staff, interns, and business associates from any responsibility and/or liability for any damages, costs, or expenses of any kind if I or anyone in my family becomes infected with the COVID-19 virus. I understand and agree this release includes any claims based on actions, omissions, or negligence by PTP, its staff, interns, business associates, or any of their family members whether a COVID-19 infection occurs before, during, or after participation in any in-person appointments.

I am an adult, over 18 years of age; I am the client	<input type="checkbox"/>
The client is a minor; I am the client's parent	<input type="checkbox"/>
The client is a minor; I am the client's legal guardian	<input type="checkbox"/>
Other	<input type="checkbox"/> Please explain:

I read this document. I had the opportunity to ask questions and they have been answered. I understand all the information provided here; I consent to receive PTP services and I agree to all provisions. If I have questions concerning any of this content in the future, I will ask my clinician.

Client/Parent/Guardian Signature	Print Name	Date
PTP Representative Signature & Credentials	Print Name & Title	Date