

**New Brunswick Counseling Center &
Burlington Comprehensive Counseling**

“Hope is the one thing that keeps us going!”



Mental Health Treatment Program



TABLE OF CONTENTS – FORMS

Please carefully read and review the following forms. In addition to a signature acknowledgement that you have received these forms, some of them require information on the form itself. Please contact your primary counselor if you have any questions or concerns regarding our policies.

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Intake Forms

Mental Health Treatment Program Intake Forms

To better assist you, we kindly ask you to answer the following questions along with the other questionnaires in this packet. After the initial screening questionnaire, there are additional forms that refer to the handbook and our commitment to you during your time with New Brunswick Counseling Center and Burlington Comprehensive Counseling. If you need assistance, please ask the receptionist staff or the staff member that you meet with for the screening.

Name First: _____ Middle Initial: ____ Last: _____								
Contact Information: Phone Number: _____ Email: _____								
Address Street Address: _____ City: _____ State, Zip code : _____								
Marital Status <table><tr><td><input type="checkbox"/> Common Law</td><td><input type="checkbox"/> Never Married</td></tr><tr><td><input type="checkbox"/> Divorced</td><td><input type="checkbox"/> Remarried</td></tr><tr><td><input type="checkbox"/> Living Together/cohabitating</td><td><input type="checkbox"/> Separated</td></tr><tr><td><input type="checkbox"/> Married</td><td><input type="checkbox"/> Widowed</td></tr></table>	<input type="checkbox"/> Common Law	<input type="checkbox"/> Never Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Remarried	<input type="checkbox"/> Living Together/cohabitating	<input type="checkbox"/> Separated	<input type="checkbox"/> Married	<input type="checkbox"/> Widowed
<input type="checkbox"/> Common Law	<input type="checkbox"/> Never Married							
<input type="checkbox"/> Divorced	<input type="checkbox"/> Remarried							
<input type="checkbox"/> Living Together/cohabitating	<input type="checkbox"/> Separated							
<input type="checkbox"/> Married	<input type="checkbox"/> Widowed							

Other Major Health Concerns:	
<p>Employment Status</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employed Full Time (35+ hrs/week) <input type="checkbox"/> Employed Part time (<35 hrs/week) <input type="checkbox"/> Disabled <input type="checkbox"/> Homemaker <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Seasonal Employment <input type="checkbox"/> Seeking Employment <input type="checkbox"/> Unemployed 	<p>Housing Status</p> <ul style="list-style-type: none"> <input type="checkbox"/> Housed <input type="checkbox"/> Homeless Shelter <input type="checkbox"/> Doubling up (living with others/couch surfing) <input type="checkbox"/> Transitional Housing <input type="checkbox"/> Street (living on street, vehicle, outdoors, encampment) <input type="checkbox"/> Other (reside in hotel/motel)
<p>Military Affiliation</p> <p>Have you or an immediate family member ever served in the U.S. Armed Forces? Yes/No: _____</p> <p>Relation to person serving (if applicable): _____</p> <p>Branch: _____</p> <p>From/To Dates: ___/___/___ to ___/___/___</p>	
<p>Additional accommodation required? (NOTE: This is not a guarantee of provision, however, NBCC/BCC will do their best to accommodate any legally required provisions)</p>	



CARE MANAGEMENT

NBCC/BCC can provide help or referrals for various needs. Place a check next to anything you would like help with so that we may gather more information to assist you to the best of our ability.

Social Needs		Health Needs	
<input type="checkbox"/>	Protective Services	<input type="checkbox"/>	Health Education and Prevention
<input type="checkbox"/>	Financial Assistance	<input type="checkbox"/>	Health Insurance
<input type="checkbox"/>	Home Aid Services	<input type="checkbox"/>	Screening and Assessment
<input type="checkbox"/>	Respite Care	<input type="checkbox"/>	Primary Care
<input type="checkbox"/>	Shelter Services	<input type="checkbox"/>	Acute Care
<input type="checkbox"/>	Foster Care	<input type="checkbox"/>	Long-Term Care
<input type="checkbox"/>	Adoption	<input type="checkbox"/>	Dental Care
<input type="checkbox"/>	Clothing	<input type="checkbox"/>	HIV Referral
<input type="checkbox"/>	Food	<input type="checkbox"/>	Medication Assistance (Financial)
<input type="checkbox"/>	Housing Issues	Vocational Needs	
<input type="checkbox"/>	Utilities Assistance	<input type="checkbox"/>	Career Education
<input type="checkbox"/>	Socialization	<input type="checkbox"/>	Vocational Assessment
<input type="checkbox"/>	Recreation (YMCA, boy scouts, etc.)	<input type="checkbox"/>	Job Survival Skills
<input type="checkbox"/>	Domestic Violence Services	<input type="checkbox"/>	Vocational Skills Training
Educational Needs		<input type="checkbox"/>	Career Counseling
<input type="checkbox"/>	Psychological Testing	<input type="checkbox"/>	Job Finding and Placement
<input type="checkbox"/>	Resource Classes	Additional Needs	
<input type="checkbox"/>	Special Education	<input type="checkbox"/>	Self-Help and Support Groups
<input type="checkbox"/>	Special Schools	<input type="checkbox"/>	Advocacy
<input type="checkbox"/>	Home-Bound Instruction	<input type="checkbox"/>	Transportation
<input type="checkbox"/>	Residential School	<input type="checkbox"/>	Legal Services/Documentation

	Alternative Programs		Volunteer Programs
	Associates Degree		Continuation of Care
	General Education Development (GED)		Reentry Organization/Halfway House
Behavioral Health Needs		Other Concerns/Relevant Comments	
	Recovery Support		
	Peer Support		
	Group Services		
	Higher Level of Care		
	Inpatient Care		
	Specialized Treatment (Trauma/DBT/Eating Disorders, etc.)		
	Hospitalization		



A. CLIENT RIGHTS

This agency formally endorses the recognition and belief in both the rights and responsibilities of clients as the foundation of the relationship between the client and the agency. The agency, therefore, adopts the following:

1. The right to be free from unnecessary or excessive medication. (See N.J.A.C. 10:37-6.54.)
2. The right to not be subjected to non-standard treatment or procedures, experimental procedures or research, psycho-surgery, sterilization, electro-convulsive therapy or provider demonstration programs, without written informed consent, after consultation with counsel or interested party of the client's choice. (See N.J.A.C. 10:37-6, Article XV.)
 - i. If a client has been adjudicated incompetent, authorization for such procedures may be obtained only pursuant to the requirements of N.J.S.A. 30:4-24.2d(2).
3. The right to treatment in the least restrictive setting, free from physical restraints and isolation, provided, however, that a client in Inpatient Care may be restrained or isolated in an emergency pursuant to the provisions of N.J.S.A. 30:4-24.2d(3). (See N.J.A.C. 10:37-6, Article XV.)
4. The right to be free from corporal punishment.
5. The right to privacy and dignity.
6. The right to the least restrictive conditions necessary to achieve the goals of treatment/services.
7. In inpatient or other residential care:
 - i. The right to normal opportunities for interaction with members of the opposite sex;
 - ii. The right of a client to wear his/her clothes; to keep and use his/her personal possessions including toilet articles; and to keep and be allowed to spend his/her own money for expenses and purchases;
 - iii. The right to have access to individual storage space for his/her private use;
 - iv. The right to see visitors each day;
 - v. The right to have reasonable access to and use of telephone, both to make and receive confidential calls;



vi. The right to have ready access to letter writing materials, including stamps, and the right to mail and receive unopened correspondence;

vii. The right to regular physical exercise several times a week;

viii. The right to be outdoors at regular and frequent intervals, in the absence of medical considerations;

ix. The right to practice the religion of his/her choice or abstain from religious practices. Provisions for such worship in Inpatient Care shall be made available to each person on a nondiscriminatory basis.

x. The right to receive prompt and adequate medical treatment for any physical ailment.

8. The rights in N.J.A.C. 10:37-4.5(h)1-4 may not be denied under any circumstances;
N.J.A.C. 10:37-4.5

9. The rights in N.J.A.C. 10:37-4.5(h)5-7 may be denied to clients in Inpatient Care for good cause, in any instance in which the Director of the Program Element feels that it is imperative to deny any of these rights; provided, however, that under no circumstances shall a client's right to communicate with his/her attorney, physician or the courts be restricted.

i. Any such denial of a client's rights shall take effect only after a written notice of the denial, which includes an explanation of the reason for the denial has been filed in the client's record.

ii. Any such denial of a client's rights shall be effective for a period not to exceed 30 days and may be renewed for additional 30-day periods only by a written statement entered by the Director of the Program Element in the client's treatment record which indicates the detailed reason for such denial or renewal.

10. Every client in Inpatient Care is entitled to a writ of habeas corpus upon proper petition by himself, by a relative, or a friend to any court of competent jurisdiction in the county in which she/he is detained and shall further be entitled to enforce any of the rights stated by civil action or other remedies otherwise available by common law or statute

New Brunswick Counseling Center and Burlington Comprehensive Counseling retain the right to admit and treat only those clients who are appropriate to the agency's mission, capacity, and resources.

Client Signature: _____



B. CONFIDENTIALITY NOTICE

1. General Information and Legal Protections

Information about your mental health care, including payment for services, is protected by:

- The Health Insurance Portability and Accountability Act (HIPAA), and
- Applicable New Jersey and federal privacy laws.

Under these laws:

- New Brunswick Counseling Center (NBCC) and Burlington Comprehensive Counseling (BCC) must protect the privacy of your mental health information.
- We may not disclose your protected health information (PHI) to people or agencies outside NBCC/BCC except as permitted or required by law, or with your written permission.

2. Written Consent for Disclosure

Before disclosing information about your current treatment, past treatment, or treatment recommendations to someone outside NBCC/BCC, we generally must obtain your written consent.

A valid consent must include:

- What information is being disclosed.
- To whom the information is being disclosed.
- The purpose of the disclosure.
- The time period or expiration date for the consent.
- Information about how to revoke the consent.

You may revoke your consent at any time by telling us in writing. Once revoked, NBCC/BCC will stop disclosing information under that consent, except to the extent that we have already relied on it.

You may be denied services if you refuse to consent to disclosures that are necessary for treatment, payment, or health care operations as allowed by law. You will not be denied services for refusing consent to disclosures for other, non-essential purposes (for example, some marketing or optional coordination).



3. NBCC/BCC Responsibilities and Your Right to File a Grievance

NBCC/BCC are required to:

- Maintain the privacy of your health and treatment information.
- Provide you with information about our legal duties and privacy practices.

If you believe your privacy rights have been violated:

- You may file a formal grievance with a supervisor at either location (New Brunswick or Burlington) and request to speak with the Clinical Director and/or Executive Director.

If your concern is not resolved to your satisfaction, you may contact:

- The New Jersey Department of Human Services / Division of Mental Health and Addiction Services (DMHAS), and/or
- The Secretary of the U.S. Department of Health and Human Services.

You will not be retaliated against for filing a complaint or grievance.

4. Your Rights Under HIPAA and Related Laws

You have the right to:

- Request restrictions on certain uses and disclosures of your health information (although NBCC/BCC is not required to agree to all requested restrictions).
- Request corrections (amendments) to your health and/or treatment records if you believe something is inaccurate or incomplete.
- Request and receive an accounting of certain disclosures of your health information made by NBCC/BCC (for a period defined by law).
- Request copies of your health and treatment information maintained by NBCC/BCC, within the limits of the law.

Certain information (such as psychotherapy notes or information that could cause serious harm) may be withheld or redacted if access is determined to be a serious detriment to you or others, as allowed by law.

You may also request:



- To receive communications from us in a confidential or alternative manner (for example, at a different address or phone number), when reasonable.

If you are also receiving substance use treatment services, additional protections may apply under separate federal regulations. You will receive a separate notice and consent related to substance use disorder confidentiality if applicable.

5. Limitations to Confidentiality (Disclosures Without Your Written Consent)

In some situations, federal and state laws allow or require NBCC/BCC to disclose your information without your written permission. These situations include (but are not limited to):

Suspected abuse or neglect

We must report suspected child abuse or neglect to the Division of Child Protection and Permanency (DCP&P) and may be required to report suspected abuse, neglect, or exploitation of vulnerable adults or elders to the appropriate authority.

Threats of harm to others

If you make a serious threat of physical harm to another person, we may be required to notify that person and/or law enforcement, consistent with “duty to warn / protect” laws.

Danger to self or others

If you are determined to be at imminent risk of harming yourself or others, we may notify someone who can help keep you safe—this may include a family member, law enforcement, and/or the Mobile Crisis Screening Center, and may result in evaluation or hospitalization.

Medical emergencies

Information may be shared with medical personnel in a bona fide medical emergency to the extent needed to address the emergency.

Public health and infectious disease reporting

Information may be disclosed to public health authorities in connection with reportable diseases or conditions (e.g., tuberculosis, certain sexually transmitted infections, or other public health emergencies such as COVID-19).

When allowed by law, information may be shared with persons at risk of contracting or spreading a disease, or with family/friends involved in your care, particularly in emergencies or cases of imminent danger.



Court orders and legal requirements

We may be required to share information when we receive a valid court order, subpoena, or as otherwise required by law.

In such cases, we will follow applicable legal procedures to protect your privacy as much as possible.

Supervision, consultation, and quality review

Clinicians are required to share relevant information with supervisors and within treatment teams for clinical supervision, consultation, utilization review, and quality improvement, all within the agency.

Coordination with other providers in emergencies

If you are evaluated at a psychiatric screening center, emergency room, or other mental health facility, we may share appropriate information to facilitate evaluation, treatment, and continuity of care, as permitted by law.

Business associates and service organizations

Information may be shared with business associates (for example, billing companies, electronic health record vendors, labs) that provide services to NBCC/BCC, under written agreements that require them to safeguard your information.

Within NBCC/BCC

Information is shared among NBCC/BCC staff on a need-to-know basis to provide your care, coordinate services, and carry out internal operations.

Audits, evaluations, and accreditation

Records may be reviewed by authorized state and federal auditors, licensing entities, Medicaid, and accreditation organizations (such as CARF) for the purpose of audits, certifications, or quality evaluations.

Medical examiner or coroner

In certain circumstances, information may be shared with a medical examiner or coroner (for example, to determine cause of death).

Deceased clients

Records of a deceased client may be released to the executor or administrator of the estate, or, if none exists, to the next of kin, in accordance with applicable law.



Minors (clients under age 18)

For clients under 18, the release of information generally involves the parent or legal guardian, consistent with New Jersey law and exceptions that protect minors' confidentiality in certain situations (e.g., specific types of services).

6. Questions and More Information

If you have any questions about this Confidentiality Notice, your privacy rights, or how your information is used and protected:

- Please ask your assigned counselor, nurse, or any NBCC/BCC staff member for an explanation.
- You may request a copy of this notice at any time.

Client Signature: _____



C. NOTICE OF PRIVACY PRACTICES AND CONSENT TO USE AND DISCLOSE HEALTH INFORMATION

1. Our Legal Duty to Protect Your Privacy

NBCC/BCC have a **legal duty** to protect the privacy of your **Protected Health Information (PHI)**.

PHI includes any information that can identify you and relates to:

- Your past, present, or future physical or mental health or condition
- The health care services you receive
- Payment for those services

All employees, volunteers, staff, doctors, health professionals, and other personnel are **required by law** to protect the confidentiality of your health information and to follow the practices described in this notice.

We may change our privacy practices at any time. If we do:

- We will update this notice and post it in our lobby.
- You may request a **current copy** at any time from our front desk or by visiting www.nbcounselingcenter.org.

2. How We May Use and Disclose Your PHI

We may use and disclose your PHI for the following purposes:

A. Treatment

We may use and share your PHI to provide, coordinate, or manage your care. For example:

- Your counselor may discuss your care with our medical staff.
- Our medical staff may review your medications and medical history.

Prescription Monitoring Program (PMP):

Upon admission and when clinically necessary, our medical department may check the **State Prescription Monitoring Program (PMP)** and DrFirst to see if you are receiving medications from another provider that may be unsafe with your medication-assisted treatment. If we need to contact your private physician, we will ask you to sign a **Release of Information (ROI)** to allow communication between our medical director and your prescriber.



B. Payment

We may use or disclose your PHI so that **services can be billed and paid for**. For example:

- We may send information to your insurance plan to:
 - Confirm eligibility or coverage
 - Determine medical necessity
 - Obtain pre-authorization or certification
 - Justify charges for care

Payers may include:

- Medicaid
- Medicare
- Commercial/private health insurance
- DCF
- Government grant funders

C. Health Care Operations

We may use and disclose PHI as needed to **run our programs and improve services**, for example:

- Quality assessment and improvement
- Reviewing performance and qualifications of clinicians
- Training of students under supervision
- Licensing, accreditation, and audits
- General administrative activities

We may combine health information from many clients to:

- Decide what services to offer or discontinue
- Evaluate new treatments or programming
- Compare our services with other providers and look for ways to improve

When we use combined data for these purposes, information that identifies you is **removed whenever possible**.

3. Other Uses and Disclosures Allowed Without Your Written Permission

The law allows (and sometimes requires) us to use or disclose your PHI without your signed authorization in certain situations, including:



A. Emergencies

- In an emergency, we may share your PHI to provide necessary care- for example, with paramedics or emergency room staff.

B. Appointment Reminders

- We may contact you (by phone, mail, or text) to remind you of **appointments**.

C. Research / Program Evaluation

Under strict safeguards and approval processes, we may use or disclose limited PHI for:

- Research or program evaluation (e.g., comparing outcomes of different treatments)

Any research project involving your PHI is subject to a **special approval process**. If a researcher will see your **name, address, or identifiable information**, or if you are being asked to participate in experimental treatment, we will **ask for your specific permission**.

D. Abuse and Neglect

We will report suspected:

- Child abuse or neglect
- Elder or vulnerable adult abuse
- Certain forms of domestic violence

to the appropriate authorities, as required by law.

E. As Required by Law

We will disclose PHI when required by **federal, state, or local law**, including:

- Court orders signed by a judge
- Certain public health reporting
- Other specific legal requirements

F. To Avert a Serious Threat

We may use or disclose PHI when necessary to **prevent or lessen a serious and imminent threat** to your health or safety, or the health and safety of others. We will only share information with someone able to help prevent the threat (e.g., police, crisis team, potential victim).



G. Health Oversight Activities

We may disclose PHI to government agencies that oversee:

- The health care system
- Government benefit programs (e.g., Medicaid/Medicare)
- Licensing and civil rights compliance

H. Legal and Law Enforcement Situations

- **Legal proceedings:** We may disclose PHI if we are ordered to do so by a court.
- **Law enforcement:** We may disclose PHI when:
 - Reporting a crime on our premises, or
 - Responding to an imminent and dangerous situation, or
 - When required by law.

I. Medical Examiners

We may provide PHI to a medical examiner to:

- Identify a deceased person
- Determine cause of death, when required

J. Inmates

If you are an **inmate** or under custody of law enforcement, we may disclose PHI to:

- The correctional institution or
- The law enforcement official

if necessary for your care, safety, or security.

K. Workers' Compensation

We may disclose PHI as needed to:

- Comply with **Workers' Compensation** or similar programs, when we have your signed Authorization for Release of Information.

L. Uses and Disclosures Requiring Your Written Authorization

Any **use or disclosure not described in this notice** will generally **require your written authorization**.



- You have the right to **revoke** an authorization **at any time**, in writing.
- If you revoke, we will stop using or disclosing information under that authorization, except for actions already taken in reliance on it.

4. Health Information Exchange (HIE)

NBCC/BCC may participate in **Health Information Exchanges (HIEs)**, which allow secure electronic sharing of PHI with other authorized providers and health plans for:

- Treatment
- Payment
- Health care operations
- Other purposes allowed by law

PHI shared through an HIE may include:

- Diagnoses, medications, allergies
- Lab results
- Health plan enrollment and eligibility

It may also include **sensitive information**, such as mental health information, HIV/AIDS-related information, and family planning information.

Participation is voluntary and subject to your right to opt out.

- If you **do not opt out**, NBCC/BCC may share your information with HIEs, as allowed by law.
- If you **opt out**, your information **will not be shared through an HIE**, including in emergencies.
- Opting out does **not stop** sharing of PHI through other secure means permitted by law (such as secure fax).

More information:

- NJ Health Information Network (NJHIN): <https://www.njii.com/healthcare/new-jersey-health-information-network-njhin/>
- NJ Prescription Monitoring Program (NJMPMP): <https://www.njconsumeraffairs.gov/pmp>

To opt out of HIE data sharing:

- NBCC (New Brunswick): 732-246-4025
- BCC (Burlington): 609-267-3610



5. Your Rights Regarding Your Health Information

You have the following rights:

A. Right to Inspect and Copy

You may request to **inspect or obtain a copy** of PHI used to make decisions about your care or payment.

- Request must be **in writing** to your treating counselor or physician.
- We may charge a **reasonable fee** for copies and mailing.
- In certain cases, we may deny your request; some denials may be reviewed by another licensed professional.

B. Right to Amend

You may request that we **amend (correct)** PHI if you believe it is inaccurate or incomplete.

- Request must be **in writing**, with an explanation of why you believe it is incorrect.
- If we deny your request, we will provide a **written explanation** and options for:
 - Submitting a **statement of disagreement**, or
 - Having your request and our denial attached to future disclosures of that PHI.

C. Right to an Accounting of Disclosures

You may request an **accounting (list)** of certain disclosures of your PHI made by NBCC/BCC (not including disclosures for treatment, payment, or operations).

- Request must be **in writing** to your primary counselor.

D. Right to Request Restrictions

You may request that we **limit** how we use or disclose your PHI for treatment, payment, or operations, and/or not share information with certain family members or others.

- We are **not required** to agree to all requested restrictions.
- If we **agree in writing**, we must follow the restriction unless allowed to change it by law or mutual agreement.

E. Right to Request Confidential Communications

You may request that we **contact you in a specific way or place**, such as:



- Only at work
- Only by mail
- Only at a certain phone number
- Requests must be **in writing** to your counselor or physician.
- You do not need to give a reason, but you must clearly specify **how or where** we should contact you.

F. Email, Text, and Other Communications

If you choose to communicate by email or text:

- We cannot guarantee that email/text is **completely secure or confidential**.
- Shared email accounts may allow others to see your messages.
- NBCC/BCC are **not liable** for misaddressed, undelivered, or interrupted messages due to factors beyond our control.
- Email/text should be used only for **routine, non-urgent matters** and **not** for emergencies or clinical treatment.

G. Right to a Paper Copy of This Notice

You may request a **paper copy** of this Notice of Privacy Practices at any time.

6. Consent and Right to Revoke

By signing our consent form, you:

- Authorize NBCC/BCC to **use and disclose your PHI** for treatment, payment, operations, and as described in this notice.
- Acknowledge that you have been **offered or given a copy** of this Notice of Privacy Practices.

Client Signature: _____



D. CLIENT RIGHTS REGARDING HEALTH INFORMATION

Right to Inspect and Copy

You have the right to request an opportunity to inspect or copy health information used to make decisions about your care – whether they are decisions about your treatment or payment of your care.

You must submit your request in writing with a brief explanation for purpose to your treating counselor or physician. If you request a copy of the information, we may charge a fee for the cost of copying, mailing and supplies associated with your request.

We may deny your request to inspect or copy your health information in certain limited circumstances. In some cases, you will have the right to have the denial reviewed by a licensed health care professional not directly involved in the original decision to deny access. We will inform you in writing if the denial of your request may be reviewed. Once the review is completed, we will honor the decision made by the licensed health care professional reviewer.

Right to Amend

For as long as we keep records about you, you have the right to request us to amend any health information used to make decisions about your care – whether they are decisions about your treatment or payment of your care. To request an amendment, you must submit a written document to our staff members, front desk personnel, or your primary counselor and tell us why you believe the information is incorrect or inaccurate.

If we deny your request to amend, we will send you a written notice of the denial stating the basis for the denial and offering you the opportunity to provide a written statement disagreeing with the denial.

If you do not wish to prepare a written statement of disagreement, you may ask that the requested amendment and our denial be attached to all future disclosures of the health information that is the subject of your request.



If you choose to submit a written statement of disagreement, we have the right to prepare a written rebuttal to your statement of disagreement. In this case, we will attach the written request and the rebuttal.

Right to an Accounting of Disclosures

You have the right to request that we provide you with an accounting of disclosures we have made of your health information. But this list will not include certain disclosures of your health information, by way of example, those we have made for purposes of treatment, payment, and health care operations. To request an accounting of disclosures, you must submit your request in writing to your primary counselor.

Right to Request Restrictions

You have the right to request a restriction on the health information we use or disclose about you for treatment, payment, or healthcare operations. You may also ask that any part (or all) of your health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices.

To request a restriction, you must either include it (with our approval) in the Consent for Use or Disclosure Form or request the restriction in writing addressed to the Executive Director.

Right to Request Confidential Communications

There may be circumstances warranting communication with you, for example, rescheduling of an appointment or providing an appointment reminder. You have the right to request that we communicate with you about your health care only in a certain location or through a certain method. For example, you may request that we contact you only at work or by telephone.

To request such confidential communication, you must make your request in writing to your counselor or doctor treating you. You do not need to give us a reason for the request; but your request must specify how or where you wish to be contacted.

Communication Preferences

For those clients who have consented to receive emails from New Brunswick Counseling Center, please note that we cannot guarantee the security and confidentiality of an email transmission. If



your email is a family address, other family members may see your messages, therefore, please be aware that you e-mail at your own risk.

Because of the many internet and e-mail factors beyond our control, we cannot be responsible for misaddressed, misdelivered, or interrupted e-mail. NBCC is not liable for breaches of confidentiality caused by yourself or a third party. Email is best suited for routine matters and simple questions and should not be used for treatment purposes or sensitive information. You should not send us e-mail for urgent or emergency situations or for matters requiring an immediate response.

Right to a Paper Copy of this Notice

You have the right to obtain a paper copy of this Notice of Privacy Practices at any time.

Communication Authorizations

Below are my preferences to receive communications from New Brunswick Counseling Center. I understand that I may change these preferences at any time.

I consent to receive communications from New Brunswick Counseling Center through the following (check all that apply):

- Phone
- Voicemail
- Email (I understand that these email communications are not encrypted. I also understand that New Brunswick Counseling Center email addresses will be identified in all email communications)
- Text (I understand that standard messaging rates may apply)
- Mail (I understand that these communications will be sent out to the address listed on file)

Client Signature: _____



E. TELEHEALTH CONSENT

Purpose and Overview

New Brunswick Counseling Center (NBCC) and Burlington Comprehensive Counseling (BCC) offer counseling and behavioral health services through telehealth. Telehealth allows clients to receive care using a secure, HIPAA-compliant video platform.

This form outlines your rights, responsibilities, and the conditions under which telehealth services are provided.

Telehealth sessions are conducted through the MyEvolv Telehealth Portal.

You will receive a secure link via email approximately 10 minutes before your scheduled session.

Sessions are 45 minutes in length unless otherwise indicated.

Technology and Access

You will need:

- A reliable internet connection
- A device with audio and video capability (computer, tablet, or smartphone)
- A private space, free from distractions and interruptions

Telehealth sessions are conducted through MyEvolv, a HIPAA-compliant platform that meets federal and state privacy requirements.

If you experience technical issues, your counselor will attempt to reach you by phone to re-establish the session or reschedule.

If connection problems persist, your counselor will follow up with you to explore alternative care options, which may include in-person sessions.



Scheduling and Attendance

Telehealth sessions are held to the same professional standard as in-office sessions.

You are expected to:

- Log in on time
- Be appropriately dressed
- Not be under the influence of drugs or alcohol

If you do not join your session within 15 minutes of the scheduled start time, your counselor may consider the session a no-show.

Repeated missed appointments may result in:

- Temporary suspension of telehealth privileges, and
- A requirement to resume in-person sessions to continue services.

When Telehealth May Not Be Appropriate

Telehealth may not be suitable for all clients or situations. In consultation with you, your counselor, and clinical supervision, telehealth services may be limited or discontinued if:

- You do not have a safe, private, or stable environment for sessions.
- You experience a psychiatric or medical emergency requiring a higher level of care.
- There are repeated missed appointments, non-engagement, or ongoing technical problems.
- Your provider determines that in-person care is clinically necessary or more appropriate.

If telehealth is discontinued, your counselor will help coordinate an appropriate plan for ongoing care, which may include in-person treatment or referral to another provider.

Confidentiality and Privacy

The confidentiality of all client information is protected by federal and state law, including HIPAA, 42 C.F.R. Part 2, and N.J.A.C. 10:37, as applicable.



MyEvolv Telehealth is a secure platform, but as with all technology, there are potential risks (e.g., unauthorized access, data breaches). NBCC/BCC takes reasonable steps to prevent such occurrences.

You are responsible for:

- Ensuring your physical location provides adequate privacy
- Making sure no unauthorized persons are present during your session unless pre-approved by your counselor

Recording of sessions by clients or staff is strictly prohibited without prior written consent.

Email, Phone, and Other Technology

Email communication through Microsoft Outlook is encrypted and is intended for scheduling and administrative purposes only, not for clinical counseling.

Telehealth sessions cannot be conducted by phone (voice-only) per New Jersey Department of Health regulations, except in emergencies when approved by clinical supervision and consistent with current regulations.

Text messages may be used for appointment reminders or confirmations only, not for clinical communication or crisis support.

Client Rights and Informed Consent

By agreeing to telehealth services, you acknowledge that:

- You understand that the laws protecting confidentiality (HIPAA, 42 C.F.R. Part 2, and state law) also apply to telehealth.
- You have the right to withhold or withdraw consent for telehealth at any time without affecting your right to future care, though the form of care (e.g., in-person only) may change.
- You understand that outcomes from telehealth cannot be guaranteed, and telehealth may have both benefits and limitations.
- Your provider may modify or discontinue telehealth if it is determined to be unsafe, clinically inappropriate, or not sufficiently private/confidential.



- You agree to notify your counselor of any changes in your contact information, emergency contact, or physical location, particularly prior to or at the start of each telehealth session.

Emergency Procedures During Telehealth Sessions

If you experience a mental health emergency, you agree to take one or more of the following actions immediately:

- Call 988 (National Suicide & Crisis Lifeline)
- Call 911
- Go to the nearest emergency department
- Contact your Emergency Contact Person (ECP) on file

You agree to:

- Provide your current physical address at the start of each telehealth session, and
- Identify:
 - The nearest hospital/emergency department, and
 - The nearest police department to your location during the session.

If your counselor determines that telehealth is no longer clinically appropriate or safe, services will be transitioned to in-person care or another appropriate level of care. You will receive follow-up communication to help ensure your safety and continuity of treatment.

Consent Acknowledgement

I have read and understand the information provided above regarding telehealth services at New Brunswick Counseling Center and Burlington Comprehensive Counseling. I have had the opportunity to ask questions, and all of my questions have been answered to my satisfaction.

I voluntarily agree to participate in telehealth services through the MyEvolv Telehealth Portal under the terms described in this consent.

Client Signature: _____

F. ADVANCE DIRECTIVE

What is an Advance Directive?

An advance directive (AD) is a legal document you can complete to help ensure that your preferences for medical treatment are followed if you become unable to make your own health care decisions.

If you are under the age of 18, your legal next of kin (usually a parent or legal guardian) will make these decisions for you, and you do not need to complete this section.

Your advance directive only goes into effect after a physician has evaluated you and determined that you are unable to understand:

- Your diagnosis
- Your treatment options
- The possible benefits and risks of those options

Types of Advance Directives in New Jersey

New Jersey recognizes two main kinds of advance directives. You may choose to complete one or both of these:

1. Proxy Directive (Durable Power of Attorney for Health Care)

A proxy directive is a document you use to appoint a person to make health care decisions for you if you become unable to make them yourself.

This applies whether your inability is temporary (for example, due to an accident) or permanent (for example, due to a serious illness).

The person you appoint is called your health care representative.



Your health care representative is responsible for making the same decisions you would have made under the circumstances, based on your known wishes and values.

If they cannot determine what you would want in a specific situation, they should base decisions on what they believe is in your best interest.

2. Instruction Directive (Living Will)

An instruction directive, often referred to as a Living Will, is a document you use to tell your physician and your family:

- The kinds of situations in which you would or would not want life-sustaining treatment, and
- Your beliefs, values, and general care preferences.

This document guides your physician and family when they must make health care decisions for you, including situations not specifically described in your directive.

Mental Health Advance Directives

A Mental Health Advance Directive is a type of advance directive that focuses on psychiatric care and treatment.

Anyone can become unable to make decisions because of mental illness. People who are currently receiving mental health treatment, or who may need it in the future, can use a Mental Health AD to:

- Direct their future treatment
- Give guidance and reassurance to family and friends
- Ensure their wishes are known even if they cannot express them later

Who can execute an AD?

Any competent adult can execute an AD.

In New Jersey, this generally means a person 18 or older who does not have a legal guardian, or a minor who has been emancipated (for example, by court order or another event that establishes financial independence).

Can I Change or Revoke My Advance Directive?

Yes. You may change or revoke your AD at any time by:

- Creating a new advance directive, or
- Informing a member of your treatment team, your proxy, your doctor, or your lawyer that you want to change or revoke it.

If you have registered your AD with the Division of Mental Health and Addiction Services (DMHAS), you should notify DMHAS if you change or revoke your directive.

If you are an inpatient in a psychiatric facility, you can change or revoke your AD if your doctor determines that you are competent to do so at that time.

Will Hospitals or Agencies Honor the Advance Directive?

In general, hospitals and agencies will follow your advance directive if:

- You have become unable to make decisions, and
- The requested treatment is available, medically appropriate, and lawful.

A hospital or agency may not honor an AD if:

- The treatment you request is not available, even with a transfer
- The treatment is not medically sound in your case
- The directive would violate a court order or law
- The requested action would likely harm you or someone else

In a life-threatening emergency, there may not be enough time to review your directive or contact your proxy before treatment is given. However, as soon as the emergency is stabilized, the hospital or agency will follow your AD as closely as possible.

Is There a Special Form?

No specific single form is required. However:

- Hospitals and agencies can supply a form and help you complete it.
- A member of your treatment team or a peer advocate can assist you.
- You may also download forms from the DMHAS website or other reputable sources.



In general, an AD must be:

- In writing
- Signed and dated
- Witnessed by at least one person

An AD may include:

- The name of a proxy/health care representative, and
- Your specific instructions and preferences for treatment.

You do not have to carry your AD with you. You may:

- Register it with DMHAS so it can be accessed in an emergency through Centralized Admissions at 609-777-0317
- Share copies with your proxy, family, and your treatment providers

Useful Resources

DMHAS – Advance Directive Information (English/Spanish)

www.state.nj.us/humanservices/dmhas/resources/mental/pad/

Wellness Recovery Action Plan (WRAP)

www.wellnessrecoveryactionplan.com

New Jersey Psychiatric Advance Directive Registry (NJPAD)

www.state.nj.us/humanservices/dmhas/resources/mental/pad/

New Jersey Division of Mental Health and Addiction Services

222 South Warren Street, PO Box 700

Trenton, NJ 08625-0700

Phone: 800-382-6717

National Resource Center on Psychiatric Advance Directives

www.nrc-pad.org

Temple University Collaborative on Community Inclusion

<http://tucollaborative.org>



The Bazelon Center for Mental Health Law

www.bazelon.org

Disability Rights New Jersey

www.drnj.org

NBCC/BCC Policy on Advance Directives

It is the policy of NBCC/BCC to accept advance directives from clients.

However, within our level of care and scope of practice:

- Staff will always administer CPR and
- Call 911 for Emergency Medical Services in a medical emergency.

If you share your advance directives with us:

- We will place a copy in your medical record, and
- We will provide them to Emergency Medical Services upon their arrival when appropriate.

Please note: NBCC/BCC staff always resuscitate in a medical emergency situation.

Youth Under Age 18

For individuals under the age of 18:

- In the event of a medical or psychiatric emergency on-site, a parent or guardian will be contacted immediately.
- Staff will not accompany the youth to the hospital.
- Ideally, the parent/guardian will meet the youth at the clinic for transport or will meet them directly at the hospital.

How NBCC/BCC Will Address Advance Directives with You

As part of intake or ongoing care:



- Staff may ask whether you currently have an advance directive.
- If you do have one, you may choose to provide a copy to NBCC/BCC so it can be placed in your medical record.
- If you do not have an advance directive, you may ask for more information or assistance, and staff can refer you to resources and forms.

You are not required to complete an advance directive in order to receive services at NBCC/BCC, but we encourage you to consider your options and discuss any questions with your treatment team.

I understand that I may give a copy of my advance directives medical or psychiatric to my treating staff for inclusion with my medical records.

Client Signature: _____



G. NOTICE OF NON-DISCRIMINATION / CHARITABLE CHOICE

Notice of Non-Discrimination

No provider of substance use services that receives federal funds from the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) – including New Brunswick Counseling Center (NBCC) and Burlington Comprehensive Counseling (BCC) – may discriminate against you on the basis of:

- Your religion
- Your religious beliefs
- Your refusal to hold any religious belief
- Your refusal to participate in any religious practice

You cannot be denied services, treated differently, or pressured to participate in religious activities because of your beliefs or lack of beliefs.

Charitable Choice

Under federal Charitable Choice protections:

NBCC and BCC may not require you to take part in religious activities (such as prayer, worship, or religious groups) as a condition of receiving substance use treatment services.

If you object to the religious or non-religious character of NBCC or BCC, federal law gives you the right to request a referral to another provider whose services are more consistent with your preferences.

NBCC and BCC are required to:

- Take your objection seriously, and



- Assist you, within a reasonable period of time, in locating and referring you to an accessible, alternative substance use treatment provider whose services are of equal value, to the extent such services are available.

You will not be penalized or lose eligibility for services because you request such a referral.

Client Signature: _____

H. COUNSELOR CREDENTIAL DISCLOSURE FORM

In accordance with the New Jersey Office of the Attorney General, Division of Consumer Affairs — State Boards of Marriage and Family Therapy Examiners, Alcohol and Drug Counselor Committee, Professional Counselor Examiners Committee, and Social Work Examiners (hereinafter referred to as “the State licensing body”) — New Brunswick Counseling Center (NBCC) and Burlington Comprehensive Counseling (BCC) have advised me of the following:

In accordance with Regulations 13:34-3.3, 13:34C-3.2(e), 13:34C-13.1(g), and 13:44G-3.1, I understand that:

I may receive counseling services from a staff member who is not a:

- Licensed Marriage and Family Therapist (LMFT)
- Licensed Professional Counselor (LPC)
- Licensed Clinical Social Worker (LCSW)
- Licensed Clinical Alcohol and Drug Counselor (LCADC)

Instead, my counselor may be one of the following, licensed or credentialed in the State of New Jersey:

- Licensed Associate Counselor (LAC)
- Associate Marriage and Family Therapist (AMFT)
- Licensed Social Worker (LSW)
- Certified Alcohol and Drug Counselor (CADC)
- Counselor in training



- An intern enrolled in a master’s degree program in one of these professions

Furthermore, I understand that:

Any such counselor will remain under the clinical supervision of an appropriately licensed and/or certified supervisor, as required by Regulations 13:34-3.3(b), 13:34C-6.2(c), 13:34C-13.1(g), and 13:44G-8.1(g). Clinical supervisors have access to my treatment records, and the supervising clinician is ultimately responsible for all aspects of my treatment

Client Signature: _____

I. GRIEVANCE PROCEDURE

(Grievances / Complaints / Suggestions)

“Patient” or “client” includes the person receiving services and, if the client is a minor, their parent or legal guardian.

Your Rights

You have the right to complain about your services, treatment decisions, or how you have been treated without fear of retaliation or barriers to services.

You may also make suggestions about agency rules, regulations, or protocols.

If you are being considered for administrative discharge, you may request a “fair hearing” to review the decision, except in cases of violent or threatening behavior.

How to File a Grievance

Step 1 – Talk to Your Counselor or Staff Person

First, bring your concern to the person providing your service (your counselor, nurse, etc.).

They will try to meet with you within 2 business days to discuss your concern and work on a solution.



If you do not feel comfortable speaking with them directly, you may ask to speak with their supervisor instead.

Step 2 – Talk to a Supervisor

If the concern is not resolved with the person providing your service, you may ask to speak with the supervisor.

You can share your grievance verbally or in writing.

The supervisor will:

- Listen to your concerns
- Review relevant information
- Talk with involved staff as needed

A meeting with the supervisor should be offered within 5 business days.

After the meeting, you will receive a verbal response and/or a follow-up letter summarizing the outcome.

In most cases, any negative action related to your grievance will be put on hold until a final decision is made, unless there is a serious health or safety risk.

Step 3 – Talk to the Program/Department Director

If you are not satisfied with the supervisor's response, you may ask to speak with the Program/Department Director.

The Director will review your grievance, speak with staff involved, and, if requested, meet with you (generally within about two weeks).

You will receive a response explaining the Director's decision.

Step 4 – Talk to the Executive Director & Outside Agencies

If you are still not satisfied after speaking with the Director, you may write to the Executive Director.

The Executive Director will:



- Review your grievance
- Offer to meet with you (usually within about one week of the request)
- Provide you with a final written response

If the matter cannot be resolved within the agency, the Executive Director will give you contact information for outside agencies where you can file a complaint.

External Complaint Resources

You may contact any of the following at any time:

Mental Health Complaint Hotlines

Southern Region: 609-777-0763

Northern Region: 973-977-4397

NJ Division of Mental Health and Addiction Services – Ombudsperson

Phone: 609-438-4321

DMHAS Substance Use Treatment Complaint Line

Toll-free: 1-877-712-1868

County Mental Health Administrators

Middlesex County: 732-745-4373

Burlington County: 609-265-5383

Department of Children and Families – Office of Advocacy

Toll-free: 1-877-543-7864

NJ Child Abuse Hotline (24/7)

1-877-NJ-ABUSE (1-877-652-2873)

Mental Health Association of NJ (Information & Referral)

Toll-free: 1-877-294-HELP (or 1-877-294-4357) or 1-877-285-2844 (local resources)

In an emergency, always call 911 or go to the nearest emergency room.

Client Acknowledgment

I have read and understood the information above about the Grievance Process at NBCC/BCC. I have had the opportunity to ask questions, and my questions have been answered to my



satisfaction. A signature will be required at the end of this packet acknowledging the understanding of the Grievance Process.

Client Signature: _____

J. INTEGRATED ASSESSMENT AND TREATMENT AUTHORIZATION

I authorize the staff of New Brunswick Counseling Center / Burlington Comprehensive Counseling (NBCC/BCC) to provide assessment and/or treatment services as clinically indicated.

I have been given a general overview of the services offered by NBCC/BCC and I authorize assessment and any recommended treatment services that may be provided, including but not limited to mental health, substance use, medical/psychiatric, and case management services as appropriate.

I understand and acknowledge that:

- My participation is voluntary, and I may refuse or withdraw from services at any time, except as otherwise required by law or court order.
- Participation in assessment services does not guarantee that ongoing treatment services will be offered and does not, by itself, create an ongoing patient/therapist or client relationship. A treatment relationship is established when I am formally accepted into services and agree to a treatment plan.
- With all forms of treatment, there are potential benefits and risks. No guarantees have been made to me regarding the results of assessment or treatment.
- Following treatment recommendations is important to receive the maximum possible benefit from services.
- This authorization will remain in effect for as long as assessment and/or treatment services are being provided by NBCC/BCC, unless I revoke it in writing or as otherwise limited by law.



- For clients under the age of 18, the signature of a parent or legal guardian is required in order to authorize assessment and treatment, unless otherwise permitted by law.

Client Signature: _____

K. FINANCIAL POLICY

The client agrees to pay for all services in full at the time services are provided by our office, unless other arrangements are made in advance.

Client Financial Policies

You are required to present a valid insurance card at intake and as needed throughout your care. You are responsible for informing New Brunswick Counseling Center (NBCC) or Burlington Comprehensive Counseling (BCC) of any changes in your insurance (carrier, policy number, coverage, etc.).

You reserve the right to opt out of using contracted insurance and accept full financial responsibility for services rendered. In this circumstance, you will be required to complete a waiver and provide payment in full for services at the time they are rendered.

Commercial Insurance Carriers:

You are responsible for obtaining any referrals and pre-authorizations required by your insurance plan.

We will bill in-network insurance carriers on your behalf.

Any co-payments, co-insurance, deductibles, and outstanding balances are due prior to checking in for your appointments.

Your agreement with your insurance carrier is a private contract between you and the carrier. We do not routinely research why a carrier has not paid or why it has paid less than anticipated.



If your insurance carrier has not paid within a reasonable period or denies coverage, all fees become due and payable in full by you.

Medicare:

Our office is a Medicare participating provider and we will bill Medicare on your behalf.

Any deductibles, co-insurance amounts, or non-covered services are your responsibility and will be due as services are rendered.

Medicaid:

Our office is a Medicaid participating provider and we will bill Medicaid on your behalf.

You are responsible for informing us of any changes in your Medicaid eligibility or managed care plan.

Any services not covered or denied due to loss of eligibility may become your financial responsibility as allowed by law and plan rules.

Out-of-Network Insurance:

If we are out of network with your insurance carrier, you are responsible for paying your fee at the time of service.

Upon request, you may submit claims to your insurance company for possible reimbursement, subject to your plan's out-of-network benefits.

Payments and Collections

Client balance statements will be sent monthly. Please pay any balance shown on your statement within 15 days to keep your account in good standing.

If you need a payment plan, you may contact the billing department to discuss options.

Unpaid balances may jeopardize your status as a client, and your case may be placed on hold or closed until payment arrangements are made.

Our office accepts the following forms of payment: cash and credit cards (and any other methods you choose to add, e.g., debit, HSA cards).



If your balance is not paid according to the terms of this policy:

- Our office may refer your account to an outside collection agency.
- If your account is turned over for collections, you agree to pay all additional fees incurred in the collection of the debt, including collection agency fees and reasonable attorney's fees, as permitted by law.

The client is ultimately responsible for all fees for services rendered.

By receiving services, you acknowledge that you have read, understand, and agree to the above financial policy for payment of professional fees.

Cancellation / Missed Appointment Policy

Once a counseling or clinical service is scheduled, a specific time is reserved for you. It is extremely important that you keep your appointment, as missed appointments prevent others from receiving services and increase program costs.

If you cannot keep your appointment, please call at least 24 hours in advance so that your time can be offered to another client.

Ongoing services cannot be provided for clients who frequently miss or cancel appointments without adequate notice.

Missed / Late-Cancelled Appointments

It is expected that payment be made at the time of each visit.

New Brunswick Counseling Center / Burlington Comprehensive Counseling may bill a fee for appointments that are missed or cancelled without 24 hours' notice, except where prohibited by your insurance plan or by law.

Repeated missed appointments and/or non-payment of fees may result in:

- Appointments being placed on same-day or walk-in status only, and/or
- Suspension or termination of services, with appropriate referrals offered.



Client Acknowledgment

I have read and understand the Financial Policy and Cancellation/Missed Appointment Policy of New Brunswick Counseling Center / Burlington Comprehensive Counseling. I agree to abide by these policies and understand that I am ultimately responsible for all fees for services rendered, in accordance with my insurance coverage and applicable laws.

Client Signature: _____

J. Acknowledgement

This is to acknowledge that I have received and reviewed the contents of the NBCC/BCC intake paperwork. You have the right to a paper copy of this packet and all the forms included. Please let us know if you would like a copy. Additionally, please sign below to indicate that you have reviewed and understand the contents of this packet:

Client Name (Print): _____

Client Signature: _____

Date: _____

OFFICE USE ONLY — Do Not Write Below This Line

Staff Name (Print): _____

Staff Signature: _____

Date: _____