

Client Name: _____

Date: _____

Cahaba Marriage and Family Counseling, LLC
Notice of Policies and Practices to Protect the Privacy of Your Health Information

The information provided in the following pages describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review carefully.

PHI- private health information

Disclosure- applies to activities outside of this practice such as releasing, transferring, or providing access to information about you to other parties.

I may use or disclose PHI for other purposes such as payment, treatment, or health care operations when your appropriate authorization is obtained. Authorization is written permission above and beyond the general consent that permits only specific disclosures.

I will need written authorization before releasing your psychotherapy notes. Psychotherapy notes, which often include conversations and information disclosed during individual, group, couples, or family counseling sessions, may be kept separate from the rest of your medical record and are given greater degree of protection than PHI.

You may revoke all such authorizations of (PHI or psychotherapy notes) at any time provided each revocation is in writing. You may not revoke an authorization to the extent that 1) I have relied on that authorization, or 2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

Right to amend: You have the right to request an amendment to PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

Right to an Accounting: You generally have the right to receive an accounting of disclosures of PHI. On your request, we will discuss with you the details of the accounting process.

Right to a paper copy: You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

- Required by law to maintain the privacy of protected health information regarding you and to provide you with notice of our legal duties and privacy with respect to PHI.
- Reserve the right to change the privacy policies and practices described in this notice. Unless notified of such changes, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will notify you at your next session.

Complaints:

If you are concerned that I have violated your privacy rights or disagree with a decision made about access to your records, please contact me and we will work together to resolve this issue or you may contact the Alabama Board of Examiners in Counseling.

Cahaba Marriage and Family Counseling
Counselor/Client Agreement

Confidentiality:

Under the code of ethics for Licensed Professional Counselors, Associate Licensed Counselors, Marriage and Family Therapists, and Associate Marriage and Family Therapists PHI, particularly **information shared in therapy session is strictly confidential and will not be disclosed without your written authorization EXCEPT in the following situations:**

1) Immediate Threat of Danger

If there is clear and immediate danger to you, other individuals, or society, I am required to intervene.

If I believe you pose a life threatening risk to yourself or others, I may need to notify responsible individuals for your protection. In this case, I may call your emergency contact, a friend or relative, or summon the police to take you to the hospital for further psychiatric evaluation or observation.

Duty to warn: In the event, there is an indication that a client intends to harm someone. I am lawfully bound to inform that individual of the potential danger.

2) Child or Elderly Abuse or Neglect

Child abuse reporting laws in the State of Alabama require counselors to report suspected cases of child abuse to the Department of Human Resources. Child abuse and neglect may include physical, emotional, or sexual abuse of children and the abandonment of children.

Alabama law also mandates the reporting of information pertaining to the abuse, neglect, exploitation, or sexual abuse of an elderly or disabled adult to the Department of Human Resources. Once such reports are filed, I may be required to provide additional information.

3) Legal Matters & Fees

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, I will not disclose information without your (or your legal representative's) written authorization, a subpoena, or a court order.

If you, your attorney, or the court requests my appearance or testimony in court you will be responsible for the following fees to be paid in advance:

1. Preparation time (including submission of records): \$180/hr
2. Phone calls: \$136.00
3. Depositions (attendance fees): \$175/hour
Court Appearance (attendance fee) \$1500 plus any travel expenses
4. Time required in giving testimony: \$200/hour deposition (in addition to court or deposition attendance fees; all time is billed door-to-door from my office to court and back)
5. Mileage: \$0.535/mile (or standard IRS rate in effect at date of event)
6. All attorney fees and costs incurred by the therapist as a result of the legal action.
7. Filing a document with the court: \$100 plus actual legal costs incurred (less any attorney fee awarded by the court)
8. All depositions shall be conducted at a mutually agreed location and time coordinated through the therapist at **least two weeks in advance.**
10. All production of records or other compliance with court orders or attorney requests must be coordinated through the therapist at **least two weeks in advance.**

A retainer of \$1500 is due in advance. If a subpoena or notice to meet attorney(s) is received without a minimum of 48-hour notice there will be an additional \$500 "express" charge. Also, if the case is reset with less than 72 business hours notice, then the client will be charged \$500 (in addition to the retainer of \$1500).

Finally, all fees are doubled if counselor had scheduled plans to go or is out of town, or should any activities related to legal actions fall on a holiday or weekend.

4) Consultation

Occasionally, I may deem it necessary to consult with colleagues regarding certain cases. In the event I decide to consult with another mental health professional, no identifying information will be revealed.

5) If a government agency is requesting information for health oversight activities, I am required to provide it for them.

6) If a client files a worker's compensation claim, we may disclose information relevant to that claim to the client's employer or insurer.

MINORS:

Clients under the age of 14 who are not emancipated and their parents should be aware that the law may allow parents to examine minor client's treatment records unless it is deemed that such access is likely to be harmful to the child.

The Counseling Process:

Therapy is a cooperative process that allows individuals to gain insight into their thoughts, feelings, and behavior. It assists individuals in gaining control, motivation, empowerment, and changing aspects of their lives they deem in need of change. Change through the counseling process often takes time, work, and commitment. Most treatment requires work outside of session to assist and maintain the change process. Counseling works only if the client works in and out of session to achieve established treatment goals.

There are benefits and risks to counseling. Your therapist will review these with you in your first session.

Client's Rights: HIPAA provides you with new or expanded rights with regard to your clinical record and disclosure of PHI. These rights include requests for the following:

- a) that we amend your record.
- b) restrictions on what information from your clinical record is disclosed to others.
- c) an account of disclosures of PHI that you have neither consented to nor authorized.
- d) information to determine the location to which protected disclosures are sent.
- e) to have any complaints you make about our policies and procedures recorded in your records.

You also have a right to a copy of this agreement as well as my policy and procedures to protect your PHI.

Grievances:

Should you have a problem or concern regarding your treatment, please discuss this first with your counselor. If no satisfactory solution is achieved or you are uncomfortable discussing your situation with your counselor, you may contact the appropriate governing body.

If you have any questions about this agreement, please discuss it with me prior to signing this agreement. Your signature below indicates that you have read this agreement and agree to its terms and also serves as acknowledgement that you have received the HIPAA Notice form entitled Policies and Practices to Protect Your Health Information.

_____/_____/_____
 Client/Parent or Guardian Signature Date Printed Name/Relationship to Client

_____/_____/_____
 Client/Parent or Guardian Signature Date Printed Name/Relationship to Client

_____/_____/_____
 Therapist's Signature Date

**Cahaba Marriage & Family Counseling
Cancellation Policy and Financial Agreement**

CANCELLATION POLICY: Please read and review carefully.

Please allow 24 hours advanced notice for cancellations. Appointments cancelled less than 24 hours in advance or a failure to show will be charged the full fee. While I understand that situations arise that prevent you from making your appointment, your session time is reserved especially for you and no other clients can be scheduled vacant spaces without advanced notice.

Currently, Cahaba Marriage & Family Counseling is a provider for the Blue Choice Behavioral network which is a part of Blue Cross and Blue Shield of Alabama. We are happy to file claims on your behalf with your insurance. Clients will be responsible for any fees denied by your insurance company.

*Payment or co-pay is due at the beginning of each session.

Fee:

\$100 per session for Individual Counseling

\$125 per session for couples/family/conjoint

Co-pays vary according to your insurance policy.

* Out-of-network Payments

Ct pays full fee at each session. Counselor agrees to provide client with necessary superbill or documentation or completion of forms if needed by client for insurance reimbursement. Counselor makes no guarantees regarding 3rd party reimbursement for out of network clients.

*Counseling sessions are 50 minutes in length.

* Phone calls other than appointment changes that are in excess of 5 minutes will be billed at a prorated amount based on length of call.

* Requests for copies of your record, letters to be submitted to DHR, Universities, another therapist, or any other recipient must be requested no less than 3 business days prior to the date due. Fees will be based on length of letter and time required to be written.

Copies of record are 1.00 per page plus any postage required.

*Fees are subject to change and may be adjusted periodically. However, clients will be given 30 days advanced notice of fee change.

I have read the above policies regarding fees, payments, and cancellation requirements. My signature below indicates acceptance and agreement to the policies stated on this document.

Client's Name: _____ Date: _____

Signature of Parent or Legal Guardian if client is a minor