



Treatment Agreement and Notice of Privacy Practices (HIPAA) Updated August 1, 2019

This notice is to inform you, as the client, of our policies related to the use and disclosure of protected health information for the purposes of providing services. Providing treatment services, collecting payments, and conducting healthcare operations are necessary activities for quality care. State and federal laws allow us to use and disclose your health information for these purposes. “Counselor” refers to all employees and independent contractors providing mental health services. As a client of Garrett Counseling (GCC), you have the right: to be treated with respect and dignity and in a culturally sensitive manner; to be provided assistance with any communication barriers which make it difficult for you to receive services; to be free from discrimination while receiving services; to terminate services at any time; to be free from exploitation for the benefit of staff and independent contractor; to report complaints/grievance; to confidentiality as defined by policy and law.

Counseling is a collaborative process between you and a counselor to work on areas of dissatisfaction in your life and assist you with life goals. For counseling to be most effective, it is important that you take an active role in the process. Counseling activities are governed by the Alabama Board of Examiners in Counseling (ABEC). Garrett Counseling does not take on clients we do not think we can help. Therefore, we will enter our relationship with optimism about our progress. In the event that you believe GCC is not complying with the HIPAA privacy rule, you may file a complaint with the U.S. Department of Health and Human Services. We ask that if you have a concern about the privacy of your records that you contact GCC first, before reporting it to the U.S. Department of Health and Human Services. In the event that a report is made, GCC will in no way retaliate against you or anyone making the report.

FEES: The fee per 56-minute session is \$140. We offer a cash pay rate of \$115. This is payable at the time of your session, unless Garrett Counseling is billing your insurance, in which case you must pay your copayment and/or deductible at the session.

CANCELLATION: Sessions are by appointment only, Monday through Sunday. While Garrett Counseling hates charging for missed sessions, they do reserve that time for you. Therefore, you will be charged \$115 (not just a copayment) for missed sessions or for those cancelled without 48-hour

notice, except in a medical emergency. Insurance will not pay for missed sessions. If you must cancel, you may do so by contacting your counselor directly through voicemail, text, or email. Since your time is also valuable, if your counselor forgets a session (or double-books by accident), you get one session free.

INSURANCE: It is essential that you disclose all possible insurance plans you have that might cover Garrett Counseling services (ex. coverage through your work and a family member's work). Please be aware that Garrett Counseling will be required to provide a diagnosis on invoices and claims, and coverage may be limited to certain diagnoses or conditions. Even if you have coverage for unlimited sessions, health plans may review treatment, limit coverage, and request treatment notes. While Garrett Counseling may check coverage for you, you are responsible for verifying and understanding the limits of your coverage. Although Garrett Counseling is happy to assist your efforts in obtaining insurance reimbursement, Garrett Counseling is unable to guarantee whether your health plan will provide payment for the services provided. If your insurance company requires that outpatient mental health services be preauthorized, it is your responsibility to initiate the preauthorization process, i.e. contacting your primary care physician, insurance company, or a third party "gatekeeper". Failure to obtain required preauthorization for outpatient mental health services will result in you being held 100% responsible for all charges. Late charges of 2% per month will be added to balances existing for more than 30 days.

If Garrett Counseling is a provider with your plan: Garrett Counseling will submit claims for you, but at your session you must pay any copayment or coinsurance or any portion not covered by your plan. Some insurance plans require you to pay a deductible (a specified amount you will have to pay out of pocket) before insurance coverage begins. If insurance does not pay as expected, you remain responsible for the balance.

If Garrett Counseling (your counselor) is NOT a provider for your plan: You will pay Garrett Counseling in full at the session. Garrett Counseling can give you an invoice if you wish to seek reimbursement from your insurance provider. However, many plans do not cover sessions with a provider who is not in their network.

CONFIDENTIALITY: What you say in therapy, your records, and your attendance are all protected and kept confidential. Exceptions include when your records are subpoenaed for legal reasons, when reporting is required or allowed by law (ex. suspected child abuse or neglect, extreme danger to self, suspected elder abuse, or danger to others), when you give written permission to release information, and other exceptions outlined in the *Notice of Privacy Practices*. *As Mental Health Providers in the State of Alabama, we abide by the ACA Code of Ethics and ABEC Standards of Practice (or the agency which holds the counselors state licenses). In accordance with these rules, information obtained in the session or in written form will not be disclosed to any outside person(s) of Garrett Counseling or another agency without your written permission, except when such disclosure is necessary to "protect you or someone else from imminent harm" or is otherwise legally required and/or allowed by law (such as abuse of a child, elder or disabled person or court order). If you are under 14, your parents or legal guardian(s) may have access to your records and may authorize release to other parties.* Garrett Counseling will use and disclose your health information to provide,

manage, or coordinate care based on your individual needs. This includes releasing information as needed to consultants and referral sources, such as the doctor's office who referred you to our practice. However, Garrett Counseling maintains a strict policy on the confidentiality of your records (written and electronic). All information you share, or what we become aware of through our work with you will remain confidential. There are some circumstances in which this policy becomes void, and staff or independent contractor is required by law to release information to the appropriate authorities. Those circumstances are listed below: (a) if we become aware through our work that you may be a danger to yourself or others; (b) if we become aware of or suspect child abuse or neglect; (c) if we become aware of or suspect abuse or neglect to a vulnerable adult and, (d) if we are court ordered to testify or to submit records for court. We cannot ensure the confidentiality of any form of communication through electronic media. You are advised that any email sent to Garrett Counseling via a computer in a workplace environment is legally accessible by an employer. Counseling concerns cannot be discussed through text messaging or email transmission. Counseling can only be completed over the phone (if scheduled as an appointment) or in the office.

RISKS: In counseling and many other services we provide, major life decisions are sometimes made, including decisions involving separation within families, development of other types of relationships, changing employment settings, and changing lifestyles. The decisions are a legitimate outcome of the counseling experience as a result of an individual's calling into question many of their beliefs and values. Furthermore, symptoms may be intensified and the emotional experience may be too intense to deal with at this time. We will be available to discuss any of your assumptions or possible negative side effects in our work together.

COURT / STATE REQUIREMENTS: If you are seeking counseling services (individual or group) due to a recommendation for a court official, it is your responsibility to make sure that our services meet the requirements of the referral agency. We are more than happy to provide you with documentation needed. **Services are non-refundable.**

GROUP THERAPY: Groups can be categorized into three different types: supportive, educational, or skill-building. Educational groups help participants better understand life challenges and how to cope with them. Skill-building groups tend to be highly structured and provide participants with strategies for managing mood and/or behavior, solving problems, and improving their functioning. Support groups are reserved for those who need a safe and comfortable environment in which to discuss difficulties, process feelings, and seek help, guidance, and encouragement from peers who are likely to share similar problems. Group therapy involves an investment of time, money, and energy, so you should think carefully about making this commitment. Group therapy is different from other forms of therapy, such as individual therapy, due to the group nature of the therapy. In other words, your attendance and participation is very important as you are part of a group process. Your input and participation will not only help you but will also help other group members.

- **Legal Issues in Group:** Although our groups are approved by many court systems in our area, it is your responsibility to assure that it meets your individual

legal requirements. We are willing to communicate with your court representative and provide a certificate and letter once the group is completed. **Services are non-refundable.**

- **Confidentiality in Group:** As a participant in group therapy, you agree not to discuss any details of the group outside of the sessions. This includes the names of other group members and/or any other information that may identify them to others.
- **Group Payment:** Group therapy sessions are paid in full, upfront, in accordance with each class. Depending on the subject, group therapy will take place weekly or bimonthly. Payment is due by the first meeting of the new series. Considering the time and commitment provided by your therapist, group members and office staff, missed group therapy sessions are not refundable.

RECORDS: You will be required to have a written authorization on file before we can release any medical records to another party. There is a fee for records (Section 12216.1 Alabama Code Reproduction). You have the right to revoke any release; however, your request must be in writing. Revocation is not valid to the extent that you have acted in reliance on such previous authorization. A judge can subpoena your records for a variety of reasons, and if this happens, we must comply. We can be called to testify about the contents of the records and we must comply. Your records will be maintained for 7 years for adults and 10 years for children. After this time, GCC will shred and dispose of your record. Records are maintained and stored using Therapy Appointment services. You have a right to inspect and purchase records but the counselor may deny your request. There is a fee for copying and mailing of records. This fee is determined by the size of your record. In the event Garrett Counseling (A. Garrett or office staff) is unable to provide ongoing services (due to death or incapacitation), Laura Browder, LPCS will provide those services or will refer you to the appropriate resource. She will maintain your records for a period of 7 years (10 years after case closes if under 18 years of age). In this situation, the custodian of records may be contacted at 1-256-549-0807. If custodian of records is to change, you will be notified by letter. If an Independent Contractor of GCC is unable to provide another Independent Contractor, GCC will work to ensure a referral is provided.

- **Right to Add Information or Amend Your Medical Records:** You may request to amend your records; however, GCC has the right to deny your request. If GCC denies your request, you have the right to file a disagreement statement. This statement and your response will be filed in your record. Please note that all amendment requests must be in writing.
- **Right to an Accounting of Disclosures:** HIPAA enables clients to learn to whom GCC has disclosed their private health information. The accounting of disclosures will cover up to six years prior to the client's request date, beginning with the date the counselor came into compliance. The accounting *does not* include information about disclosures that GCC made: to carry out treatment, payment, or healthcare operations; that the client authorized with a signed release form; to the individual client; for national security or law enforcement.
- **Right to Request Restrictions on Uses and Disclosures of Your Health Information:** Under the HIPAA privacy regulations, you have a right to request that GCC restrict its use or disclosure of your private health information in certain situations. This request must be made in

writing. GCC will consider requested restrictions. However, GCC has no obligation to agree to any such request, nor is it required to cite a reason for refusing to do so.

RIGHT TO REQUEST WHERE WE CONTACT YOU: As communicated on your demographic intake form you have the right to communicate how you prefer to be contacted. We cannot ensure the confidentiality of any form of communication through electronic media. You are advised that any email sent to Garrett Counseling via a computer in a workplace environment is legally accessible by an employer. Counseling concerns cannot be discussed through text messaging or email transmission. Counseling can only be completed over the phone (if scheduled as an appointment) or in the office.

IN AN EMERGENCY: Contact your counselor directly via voicemail, then call Garrett Counseling 24-hour answering service and leave a message at 256-239-5662. State that it is an emergency; the service will attempt to reach your counselor or a licensed counselor within Garrett Counseling. You may also go to the emergency room or dial 911. You can also call the crisis hotline at 800-273-8255. We will follow those emergency services with standard counseling. You may contact your personal counselor to schedule a follow up. Please indicate when a call is an emergency or if it is urgent, otherwise calls are returned during normal business hours. Though we attempt to provide support 24/7 we are not an emergency service clinic. Please go to the emergency if you are in need of immediate care.

E-MAIL / SOCIAL MEDIA: In general, email is the quickest way to reach our counselors and our office. Garrett Counseling uses email to arrange/change appointments, if needed. Garrett Counseling does not provide therapy by email or video unless agreed upon at the time of service. Please do not email Garrett Counseling information related to your therapy, as email is not completely confidential, and important issues should be reserved for sessions. Be aware that emails between you and your counselor become part of your legal record. Counselors at Garrett Counseling do not accept friend requests or contact requests from clients on social networking sites (Facebook, LinkedIn, etc) out of concern for your confidentiality and our privacy. It may also blur the boundaries of your therapy relationship. If you desire to connect with Garrett Counseling, we invite you to join our company page, which is open to the general public. Please note that we will not acknowledge nor address any concerns related to your personal treatment on these public sites.

UNATTENDED CHILDREN: We are unable to provide supervision for children in the waiting room and cannot accept responsibility for their safety if left unattended. For the safety and welfare of the children and out of consideration for others, please make arrangements for childcare during therapy sessions, or provide adult supervision for children while waiting in the lobby. Parents will be held responsible for any property damage caused by their children. We offer a quiet and safe space for all clients. Please use earbuds when utilizing technology. Please take personal calls outside into the parking lot area. Many times siblings accompany clients to counseling, we ask that you come prepared for children to sit quietly. This is vital for others in session throughout the building.

COLLABORATIVE CARE APPROACH: Garrett Counseling will use and disclose your health information for review of treatment procedures, review of business activities, certification, staff training, and compliance and licensing activities as needed. We are required by law to maintain records of each time we meet or talk on the phone. These records include a brief synopsis of the conversation, along with any observations or plans for the next meeting. Many of our counselors are Independent Contractors, meaning they provide services according to the terms of a contract signed between the Independent Contractor and GCC. All credentials of our Counselors are listed on our website and displayed in the office. Our Independent Contractors are Master level counselors or above. Associate Licensed Counselors, Licensed Professional Counselors, Licensed Social Workers, and Master's level graduate interns may be providing counseling services. Even though many counselors are Independent Contractors, ALCs and MS level counselors accepting Medicaid are also being provided consultation or supervision by LPCS and/or a psychologist. Information about you may be discussed in confidence with other counseling professionals on the treatment team for Garrett Counseling for the purpose of consultation and providing you the best possible service. Dr. Paulk (#1326) provides consultation for cases as needed, as well as being on call in emergency situations. Ashley Garrett, LPCS and Laura Browder, LPCS provide consultation as needed on a case-by-case basis which is noted in the file. Garrett Counseling utilizes a team consultation approach without utilizing client names so that each client can get the expertise of a team of clinicians, not just one solo practitioner.

NOTICE OF CAMERAS AND RECORDINGS: This section is to notify you that our property is under 24/7 video and audio surveillance. Our individual counseling rooms are under video surveillance, not audio. If audio is needed, then client and counselor will discuss and a waiver will be signed that clearly states client/guardian is aware of video/audio being recorded. This (or live observation) is sometimes used for supervision purposes and the client will sign a release for observation for supervision.

NO WEAPONS / NO SMOKING POLICIES: We do not permit guns or any type of weapons on the property due to the nature of our work. This is a safe space, please help us by not bringing weapons on the property, including parking lot and garden. We are a smoke free property including parking lot and garden.

ENDINGS: If you are unhappy with any aspect of therapy, please don't just leave – Garrett Counseling ask that you talk to your counselor or our Clinical Director to see if you can work it out. Even if you can't, endings usually feel better this way. Of course, you may end therapy at any time, and our team is happy to assist with referrals. It is our ethical duty to provide therapy only when we feel you are actively participating and benefiting from the sessions. Our counselors may end treatment if there have been repeated no-shows, late-cancellations, repeated treatment interruptions, or for lack of payment.

REFERRALS / GROUP: A referral to another provider may become necessary if it becomes clear in Garrett Counseling's opinion that your issues would be better treated by a professional with different expertise. It is unethical for counselors to practice beyond the level of their competence, education, training, or experience. Garrett Counseling is not responsible for the care received from professionals to whom your counselor refers you. Agreements made between you and Garrett Counseling do not involve other professionals in the office suite, who each may operate independent solo practices, and may not be employees of Garrett Counseling.

PATIENT RIGHTS: A list of your client rights is posted on our website. You have the right to ask any questions about your treatment or refuse to participate in treatment at any time. This office does not discriminate in the delivery of healthcare services based on race, ethnicity, national origin, citizenship or immigration status, religion, gender, gender identity, age, mental/physical disability, medical condition or history, or sexual orientation.