

## Therapist-Client Services Agreement

Welcome to Pitts & Associates. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regards to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of the first session.

Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### **About Psychotherapy**

Individuals consult with Mental Health Professionals (MHPs) for a variety of reasons. We will make every effort to respect your individual needs and goals in treatment. The therapy process involves a working partnership between you and your MHP. Our work may include a variety of activities, and for optimum outcomes to occur, your active participation is essential. We will attempt to help you achieve your goals, but we cannot guarantee that the outcome will be what you now seek. In addition, change is often accompanied by feeling states that can be distressing. You may experience moments of frustration, anxiety, feelings of depression, self-doubt, and confusion. While we are trained, licensed and experienced MHPs, we cannot guarantee change nor can we promise that all problems will be resolved.

### **Professional Fees**

Payment is due at the time of service. We accept VISA, MasterCard, American Express, Discover, check and cash. If you have and are using Mental Health coverage, you MUST call to verify coverage, obtain pre-authorization (if required) and verify your co-pay amount and deductible remaining before the first visit, or you will be asked to pay full fee for the first visit. Most of our clients have a percentage of our fee covered by their health insurance after meeting an initial deductible. Some clients have "managed care" mental health coverage, where their only financial obligation is a co-pay. It is best to check your coverage before coming in – mental health plan will not have the same coverage as standard medical plans. Please see the Insurance Worksheet, which follows in our downloadable forms packet for adults and children, which will guide you through calling your insurance carrier. Their phone number normally is on the back of your insurance card, as well as in your insurance benefits booklet. If you cannot reach your insurance company, ask your company supervisor or human resources/personnel representative.

The bottom line: This practice strives to make our counseling available to people at all levels of financial resources. Please feel free to discuss any financial hardship or lack of insurance. We will make every effort to make our services affordable, including setting up a payment plan. We do ask and appreciate, though, that you bring up issues of financial need at the beginning of your treatment.

### **Cancellation Policy**

We ask that clients give at least 24 hours' notice when sessions need to be canceled. If sufficient notice is not given, a partial charge may be levied for time reserved.

### **Contacting Us**

## **Pitts & Associates**

Our office hours are 8:00 am. to 5:00 p.m., Monday through Friday. There may be times when it is necessary for you to leave a message. However, messages are checked often, and calls returned promptly. Late afternoon messages left will be answered the morning of the next business day. Please do not ever leave an urgent message on voicemail. For emergencies during office hours, our voicemail message provides a number to call our answering service.

After hours, call the office number, 205-870-3520, to get the answering service number if you are experiencing an emergency. Please do NOT call the answering service regarding appointments. You may leave a non-urgent message that will be answered first thing on the next business day.

## **Limits on Confidentiality**

The law protects the privacy of all communications between a patient and an MHP. In most situations, we can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we avoid revealing the identity of our patient. Nonetheless, the other professionals are still legally bound to keep the information confidential. Unless you object, we may not tell you about these consultations, unless we feel that it is important to our work together. We will note all consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice.

If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are permitted or required to disclose information without either your consent or Authorization:

If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

If the Alabama Board of Examiners in Psychology is requesting the information for an investigation of our practice, we are required to provide it for them.

If a patient files a complaint or lawsuit against one of us, we may disclose relevant information regarding that patient in order to defend ourselves.

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

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

## **Pitts & Associates**

If we know or suspect that a child under the age of 18 has been abused or neglected, the law requires that we file a report with the appropriate governmental agency, usually the Alabama Department of Human Resources (DHR). Once such a report is filed, we may be required to provide additional information.

If we know or suspect that an elderly or disabled adult has been abused, neglected, exploited, sexually or emotionally abused, the law requires that we file a report with the appropriate governmental agency, usually DHR. Once such a report is filed, we may be required to provide additional information.

If we believe that disclosing information about you is necessary to prevent or lessen a serious and imminent threat to the health and safety of an identifiable person(s), we may disclose that information, but only to those reasonably able to prevent or lessen the threat.

If one of these situations arises, we will make every effort to fully discuss it with you before taking any action, and we will limit our disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

## **Professional Records**

You should be aware that, pursuant to HIPAA, we keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, your billing records, test results, and any reports that have been sent to anyone, including reports to your insurance carrier. If you provide us with an appropriate written request, you have the right to examine and/or receive a copy of your records, except in unusual circumstances that involve danger to you or others. In those situations, you have a right to have your record sent to another mental health provider. In most situations, we charge a copying fee of \$1.00 (one dollar) per page (and certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, we may also keep a set of Psychotherapy Notes. These notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. These Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Notes without your Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless we determine that such disclosure would be reasonably likely to be detrimental to your health.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence or have them forwarded to another mental health professional so you can discuss the contents.

## **Patient Rights**

HIPAA provides you with several new or expanded rights with regards to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor

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authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We will be happy to discuss any of these rights with you.

## Minors & Parents

For therapy with children under the age of 14, it is our policy to request an agreement in which parents (or guardians) consent to give up access to the child's records. If a diagnostic evaluation or assessment is requested, we will discuss findings, results, and treatment plans with you. Most of the minors we see are brought voluntarily by their parents and come with parental knowledge. In such circumstances, parents are often understandably curious about the treatment of their children, it is our position, however, that young people need to develop trust in their therapist and need some degree of security and privacy. Therefore, we specifically request that you limit your inquiry about the details of their therapy. We need you to know that we will, indeed, bring to your attention matters that we believe are important for you to know, and we request that you trust our judgment about this important issue. We also hope that you will refrain from asking your child what has transpired in therapy or diagnostic sessions.

If your child is 14 or over, we cannot discuss anything about evaluation or treatment with you without the written Authorization from your child.

## Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, the costs will be included in the claim.

## Insurance Information

Pitts & Associates Therapists accept these insurances (but please call your insurance carrier to verify your plan with each therapist):

AETNA	American Behavioral
Blue Cross Blue Shield of Alabama	Behavioral Health Systems
Cigna	Cigna HealthSpring
Medicare	Multi Plan/PHCS
OPTUM/UBH/UHC	Tricare
Out of State BCBS Plans	Beacon

## Insurance Reimbursement

So that we can set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will file your insurance claim and provide whatever assistance we can in helping you receive the benefits to which you are entitled: however, you (not your insurance company) are responsible for full payment of our fees. As stated earlier, you must call your insurance company to verify coverage and obtain pre-authorization (if required) before the first visit, or you will be asked to pay full fee for the first visit

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health



# Pitts & Associates

I N C O R P O R A T E D

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THE NOTICE OF PRIVACY PRACTICES DESCRIBES HOW PSYCHOLOGICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Effective as of March 1, 2021

I. Uses and disclosures for treatment, payment and health care operations.

We may use or disclose your protected health information (PHI), for treatment, payment and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment and Healthcare Operations”
  - Treatment is when we provide, coordinate or manage your health care and other services related to your healthcare. An example of treatment would be when we consult another health care provider, such as your family physician or another therapist.
  - Payment is when we obtain reimbursement for your health care. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - Health Care Operations are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within our office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclosure PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for operations, we will obtain an authorization from you before releasing this information. We will also need to obtain a separate and specific authorization before releasing your psychotherapy notes. “Psychotherapy notes” are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your psychological record. These notes are given a greater degree of protection than PHI. In addition, we will obtain an authorization from you before releasing your PHI for any uses and disclosures not described in the Privacy Notice.

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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) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If, in our professional capacity, we know or suspect that a child under 18 years of age or an intellectually disabled, developmentally disabled, or physically impaired under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability or condition of a nature that reasonably indicates abuse or neglect, we are required by law to immediately report that knowledge or suspicion to the Jefferson County Department of Human Resources.
- **Elder and Domestic Abuse:** If we have reasonable cause to believe that an elder is being abused, neglected, or exploited or is in a condition which is the result abuse, neglect, or exploitation, we are required by law to immediately report such belief to Jefferson County Department of Human Resources.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your evaluation, diagnosis and treatment and the records thereof, such information is privileged under state law and we will not release this information without written authorization from you or your legally appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If we believe that you pose a clear and substantial risk of imminent serious harm to yourself or another person, we may disclose your relevant confidential information to public authorities, the potential victim, other professionals, and/or your family in order to protect against such harm. If you communicate to us an explicit threat of inflicting imminent and serious physical harm or causing the death of one or more clearly identifiable victims, and we believe you have the intent and ability to carry out the threat, then we are required by law to take one or more of the following actions in a timely manner: 1) take steps to hospitalize you on an emergency basis, 2) establish and undertake a treatment plan calculated to eliminate the possibility that you will carry out the threat, and initiate arrangements for a second opinion risk assessment with another mental health professional, 3) communicate to a law enforcement agency and, if feasible, to the potential victim(s), or victim's parent or guardian if a minor, all of the following information: a) nature of the threat, b) your identity, and c) the identity of the potential victim(s).
- **Worker's Compensation:** If you file a worker's compensation claim, we may be required to give your mental health information to relevant parties and officials.