

# Blue Bridge Counseling

Leslie Davis

## Declarations of Practices and Procedures

**Confidentiality:** All of our sessions will be confidential outside of the therapy setting. However, therapy may involve the participation of family members and/or significant persons. I do not guarantee confidentiality among participants in therapy, although I would use my professional discretion in disclosing communications related to me. My professional code of ethics prevents me from revealing what is said during sessions with anyone other than participants in therapy or releasing records without their permission. Information may be released, in accordance with state law only when

- 1) The client signs a written release of information indicating informed consent to such release;
- 2) The client expresses serious intent to harm himself/herself or someone else;
- 3) There is evidence or reasonable suspicion of abuse against a minor child, elder person, dependent adult, or
- 4) Subpoena or other court order is received directing the disclosure of information.

It is my policy to assert either a) privileged communication in the event of #4 or b) the right to consult with clients, if at all possible, barring an emergency, before mandated disclosure in the event of #2 or #3. I will endeavor to apprise clients of all mandated disclosures.

**Code of Conduct:** I am required to adhere to the Code of Ethics by virtue of my own personal convictions and by the Tennessee Licensing Board for Professional Counselors and Marriage and Family Therapists. On file and available for each prospective client are codes of ethics to which I subscribe.

It is expressly understood that Leslie Davis, LLC has not issued, and will not issue any guarantee of cure or treatment effects, number of sessions necessary, or total cost of services. It is further understood that she shall be obligated to maintain a reasonable standard of care for practicing Licensed Professional Counselor and Marriage and Family Therapists. The therapist will not be held to any special or elevated standard of care.

Tennessee Board of Professional Counselors, Marital and Family Therapists and Clinical Pastoral Therapists  
425 Fifth Ave. North  
Nashville, TN 37247-1010

**Potential Counseling Risks:** Psychotherapy is a process of change. Some clients will experience intense and unwanted feelings such as anger, guilt, and anxiety. Other risks might include the emergence of traumatic memories and thoughts. Some clients realize additional issues which had not surfaced prior to the onset of the counseling relationship. Major life decisions are made as the result of therapy including choices to

stay married or to divorce to change to change employment common, to confront significant others, et cetera. Any of these can lead to unwanted outcomes. Though I cannot foresee all potential risks, I will attempt to inform you of expected potential risks specific to our work.

**Client Responsibility:** If you commit to the counseling process, you have agreed to make a good-faith effort at personal growth and engage in the counseling process as an important priority at this time in your life. You agree to complete any assignments given or discuss any reasons for resistance with me. Assignments and in-session work are all designed to help you meet your stated goals. Your gain is most important in professional counseling.

**Use of Telehealth:** I understand that my session will be through a video conferencing platform, and while the potential benefits include easier access to care and the convenience of meeting from a location of my choosing, there are also potential risks to the technology, including interruptions, unauthorized access, and technical difficulties. I understand that my health care provider or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing platform is not adequate for the situation.

Leslie Davis, LLC uses external providers to enhance services including the Upheal platform. Upheal empowers counselors to concentrate on their services by offering automated notes and analytics for client conversations. As a part of this process, Upheal handles protected health information for counselors, adhering to HIPAA regulations as a Business Associate.

Leslie Davis, LLC has signed a Business Associate Agreement (BAA) to protect data that is shared with Upheal. Under the BAA, Upheal adheres to regulations such as the HIPAA Security Rule and Privacy Rule. This ensures that electronic health information (ePHI) is safeguarded through appropriate administrative, physical, and technical measures, ensuring its confidentiality, integrity, and security. You can learn more about Upheal and its privacy practices at [www.upheal.io/privacy](http://www.upheal.io/privacy).

**Emergency Situations** I do not provide 24-hour emergency services. However, I do have voicemail and check it daily and will return calls by the following business day unless state in the voicemail that this an immediate emergency.

**Termination** You have the right to terminate participating in therapy at any time, for any reason, without needing to explain, and without financial obligation other than that already accrued.

**Fees and Length:** Sessions are 50 minutes, and \$120 per session. I also accept some insurance. Your fee will be discussed during the initial phone call.

**Cancellations and Rescheduling:** The time slot given to you by your therapist is a designated time for your individual appointment. If for any reason you are unable to keep your appointment we will need at least a 24 hour notice. If not, you will be billed \$50 for the missed session with the card on file. If you have more than two no-show appointments, you will be terminated as a client with our practice.

**Electronic Communication:** It is convenient to address scheduling issues and minor communications through email or texting. Our office appreciates the convenience of electronic communication. However, there are risks involved in the transmission of electronic messages and your privacy cannot be guaranteed by our office. Should you choose to use electronic communication, you agree to assume the confidentiality risks associated with such communication.

**Social Media:** In order to preserve the integrity of the counselor/client relationship, I decline to accept invitations from clients to social media.

**Court Actions and Legal Fees** Clients are strongly discouraged from having their therapist subpoenaed or for having their therapist provide records or testimony for the sole purpose of litigation (divorce, child custody disputes, etc.) as this can greatly impact the therapeutic relationship.

Preparation time (billable in 15 min. increments), phone calls, depositions, time required giving testimony, time away from the office due to dispositions/testimony are all billable to the requesting party (client or non-client) at \$400/hr. The minimum charge for a court appearance is \$2000. A retainer of \$2000 is due at least 72 hours before the scheduled court appearance. The remainder of the costs will be billed after the court appearance and will be due upon receipt.

#### Professional Service Contract

The client agrees that all fees shall be due and paid at the time of treatment and that payments in arrears over two sessions will result in the cessation of therapy until the balance is made current. We, the undersigned therapist and client have read, discussed, and fully understand this agreement and the stated policies. We agree to honor these policies, including the commitment to negotiate and mediate as stated above, and will respect one another's views and differences in their outworking. This agreement is entered into voluntarily by the client with competency and understanding and the knowledge of the consequences.

I have this date \_\_\_\_\_ retained Leslie Davis, M.A., LPC-MHSP to provide psychotherapy for:

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Print Name

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Signature

## Blue Bridge Counseling Cancellation Policy

The time slot given to you by your therapist is a designated time for your individual appointment. If for any reason you are unable to keep your appointment I will need at least 24 hours notice to cancel or reschedule. If 24 hours notice isn't given, you will be personally billed \$50.00 for the missed session.

If you have more than two no-show appointments, you may be terminated as a client with the practice. I **require** a credit card be kept on file for missed appointments even if you are using EAP services or insurance.

I authorize Blue Bridge Counseling to charge my credit card for \$50.00 for a missed appointment not cancelled or rescheduled with 24 hours notice.

Credit Card # \_\_\_\_\_ Date of expiration \_\_\_\_\_

Billing Zip Code \_\_\_\_\_ Security Code: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Please circle to authorize how messages are to be left:

I consent to interaction by:    phone    text    email

Primary phone number: \_\_\_\_\_ voicemail Y    N

Secondary phone number: \_\_\_\_\_ voicemail Y    N

Email address: \_\_\_\_\_

Signed: \_\_\_\_\_

Signature of Client

Date: \_\_\_\_\_

## PATIENT NOTIFICATION OF PRIVACY RIGHTS

The Health Insurance Portability and Accountability Act (HIPAA) has created new patient protections surrounding the use of protected health information. Commonly referred to as the "medical records privacy law," HIPAA provides patient protections related to the electronic transmission of data ("the transaction rules"); the keeping and use of patient records ("privacy rules"); and, storage and access to health care records ("the security rules"). HIPAA applies to all health care providers, including mental health care.

Providers and health care agencies throughout the country are now required to provide patients a notification of their privacy rights as it relates to their health care records. You may have already received similar notices such as this one from your other health care providers. As you might expect the HIPAA law and regulations are extremely detailed and difficult to grasp if you don't have formal legal training. My Patient Notification of Privacy Rights is my attempt to inform you of your rights in a simple yet comprehensive fashion. The information regarding HIPAA was taken directly from the Tennessee Department of Health Website. Please read this document as it is important you know what patient protections HIPAA affords all of us. In mental health care, confidentiality and privacy are central to the success of the therapeutic relationship; and as such, you will find I will do all I can to protect the privacy of your mental health records.

If you have any questions about any of the matters discussed in this document, please do not hesitate to ask me for further clarification. Whether or not I file insurance claims on your behalf, I am required by law to secure your signature indicating you have received this Patient Notification of Privacy Rights document. Thank you for your thoughtful consideration of these matters.

I understand and have been provided a copy of Patient Notification of Privacy Rights document, which provides a detailed description of the potential uses and disclosures of my protected health information, as well as my rights on these matters.

I understand I have the right to review this document before signing this acknowledgement form.

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Print Name of Patient/Client

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Signature of Patient/Client or Parent if Minor or Legal Charge

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Date

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Relationship to Patient/Client of Person Signing Notification

Additional information on HIPAA in Tennessee can be found at:

**<http://health.state.tn.us/HIPAA/index.htm>**

## **THIS NOTICE DESCRIBES HOW YOUR MENTAL HEALTH RECORDS MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY.**

The following information is taken directly from the Tennessee Department of Health website.

### **WHAT IS HIPAA?**

HIPAA is the federal Health Insurance Portability and Accountability Act of 1996. The primary goal of the law is to make it easier for people to keep health insurance, protect the confidentiality and security of healthcare information and help the healthcare industry control administrative costs.

HIPAA is divided into different titles or sections that address a unique aspect of health insurance reform. Two main sections are Title I dealing with Portability and Title II that focuses on Administrative Simplification.

#### **Portability**

This section allows individuals to carry their health insurance from one job to another so that they do not have a lapse in coverage. It also restricts health plans from requiring pre-existing conditions on individuals who switch from one health plan to another. The Tennessee Department of Commerce and Insurance can assist you if you have any questions regarding the portability of your health plan if you change jobs. You may call them at (615) 741-2218 or 1-800-342-4029 (inside Tennessee)

#### **Administrative Simplification**

This section is the establishment of a set of standards for receiving, transmitting and maintaining healthcare information and ensuring the privacy and security of individual identifiable information.

The HIPAA electronic data requirements are meant to encourage the health care industry to move the handling and transmission of patient information from manual to electronic systems in order to improve security, lower costs, and lower the error rate. However, the main focus on this page is the Privacy provisions of HIPAA.

#### **Privacy**

HIPAA provides for the protection of individually identifiable health information that is transmitted or maintained in any form or medium. The privacy rules affect the day-to-day business operations of all organizations that provide medical care and maintain personal health information.

#### **Who Must Comply?**

HIPAA requires the following entities to comply:

Health Care Providers: Any provider of medical or other health Services that bills or is paid for healthcare in the normal course of business. Health care includes preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, services, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual.

Health Care Clearinghouse: Businesses that process or facilitate the processing of health information received from other businesses. It includes groups such as physician and hospital billing services.

Health Plans: Individuals or group plans that provide or pay the cost of medical care and includes both Medicare and Medicaid programs.

#### **What Health Information is Protected?**

HIPAA protects an individual's health information and his/her demographic information. This is called "protected health information" or "PHI". Information meets the definition of PHI if, even without the patient's name, if you look at certain information and you can tell who the person is then it is PHI. The PHI can relate to past, present or future physical or mental health of the individual. PHI describes a disease, diagnosis, procedure, prognosis, or condition of the individual and can exist in any medium –files, voice mail, email, fax, or verbal communications.

HIPAA defines information as protected health information if it contains the following information about the patient, the patient's household members, or the patient's employers:

- Names
- Dates relating to a patient , i.e. birthdates, dates of medical treatment, admission and discharge dates, and dates of death
- Telephone numbers, addresses (including city, county, or zip code) fax numbers and other contact information
- Social Security numbers
- Medical records numbers
- Photographs
- Finger and voice prints
- Any other unique identifying number

#### **WHAT ARE A PATIENT'S RIGHTS UNDER HIPAA'S PRIVACY STANDARDS?**

HIPAA stipulates the following patient's right under its privacy rule:

- Patients have a right to receive a notice of the privacy practices of any health care provider health clearing house, or health plan.
- Patients have a right to see their PHI and get a copy.
- Patients have a right to request that changes be made to correct errors in their records or to add information that has been omitted.
- Patients have a right to see a list of some of the disclosures that have been made of their PHI.
- Patients have a right to request that you give special treatment to their PHI.
- Patients have a right to request confidential communications.
- Patients have a right to complain.

A health provider can disclose an individual's PHI without the patient's authorization if the disclosure deals with treatment, payment, operations, or if the information is mandated by law. Otherwise, for most other uses, the patient will need to authorize the provider to make the disclosure.

#### **What Can a Patient Do if He Feels His HIPAA Rights Have Been Violated?**

A patient has the right to submit a complaint if he believes that the health provider has:

- Improperly used or disclosed their PHI
- Concerns about their HIPAA Privacy policies
- Concerns about the provider's compliance of its privacy policies.

The patient may file the complaint with either of the following:

- The provider's Chief Privacy Officer
- The US Department of Health and Human Services, Office of Civil Rights,

**[www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)**