

CLIENT RIGHTS, RESPONSIBILITIES, AND CONFIDENTIALITY POLICY

Tammy Powell, PCC, LLC is a private outpatient practice that includes assessment and therapy for individuals and families. This practice is not equipped to provide intensive or emergency services, and a referral for these services will be made if necessary.

CLIENT RIGHTS

To be treated with respect and dignity at all times. This includes being included in all facets of the planning of treatment. You have the right to ask questions at any time, and you may refuse to participate in any intervention suggested. You have the right to be fully informed regarding the estimate of the approximate length of treatment to meet the goals.

To be fully informed about your provider's qualifications, training, and experience. Please see your therapist's Professional Disclosure Sheet.

To understand any issue related to the therapy process. If you have any questions or concerns, please do not hesitate to discuss them with your therapist.

To discontinue treatment at any time. Ideally, therapy terminates at a point agreed upon by both client and therapist; however, the final decision about termination rests with the client. Should you decide to discontinue before your therapist thinks you are ready, your therapist may request a final session to discuss progress and areas of continuing concern.

CLIENT RESPONSIBILITIES

To arrive on time for therapy sessions, and to cancel appointments 24 hours in advance. Your appointment time is reserved exclusively for you; canceling is needed at least 24 hours in advance in order to avoid being charged a \$40 fee. This charge cannot be billed to your insurance because they do not pay for missed or late-cancelled sessions. Extenuating or emergency circumstances most likely will result in the charge being waived.

To pay for the services at the time they are received. Fees are due at the time of services. The initial assessment is \$100.00 and therapy sessions are \$80.00. Ancillary professional services are charged at the rate of \$80.00 per hour, and are not covered by insurance (e.g., phone calls over 15 minutes, consultation with other professionals, preparation of written reports). A \$30.00 fee will be charged for returned checks. If you have insurance coverage, you must pay that portion not covered by your insurance at the time of services, including any deductible and/or copay amounts. Erica L. Daniels participates in some insurance plans, and you may call your plan to confirm whether or not Erica participates in its network. You may opt to pay your bill in full and submit your own insurance claim, or you may opt to use Erica as an out-of-network provider if Erica does not accept your plan (please confirm this with your plan before services begin). Accounts 30 days overdue will be subject to a \$5.00 late fee. If your account is 90 days overdue, you will be referred to collections. You will be responsible for all fees associated with collections, attorney costs, and court costs.

Limits of Confidentiality

Under most circumstances, communications between you and your provider are, by law, confidential, and may not be disclosed without permission. In a few special circumstances, information may be disclosed without your permission. For example, a judge may order disclosure of information if you are involved in legal proceedings or if your treatment is court-ordered. Circumstances that pose a significant, imminent threat of harm to you or someone else also may be disclosed without your permission. Disclosure of child abuse, abuse of the elderly, and abuse of disabled adults is required by law, and can be disclosed without your permission.

Electronic Communications

Tammy Powell, PCC, LLC cannot ensure the confidentiality of any form of communication sent through electronic media, including text messages. You are advised that any e-mail sent to a therapist via computer in a work-place

environment is legally accessible by an employer. If you prefer to communicate via e-mail or text messaging regarding scheduling or cancellations, the therapist will do so. While the therapist will try to return messages in a timely manner, the therapist cannot guarantee immediate response, and requests that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Risk of using e-mail/texting: The transmission of client information by e-mail and/or texting has a number of risks that clients should consider prior to using e-mail/texting in therapy. These include, but are not limited to, the following:

- E-mail/text messages can be circulated, forwarded, or stored in electronic files.
- E-mail/text messages can be immediately broadcast worldwide and received by many intended and unintended recipients.
- Senders easily can misaddress e-mail and text messages.
- E-mail/text messaging is easier to forge than handwritten or signed documents.
- Backup copies may exist even after the sender and/or recipient has deleted her/his copy.
- E-mail/text messages can be intercepted, altered, forwarded, or used without detection or authorization
- E-mail/text messages can be used as evidence in court.
- E-mail/text messages can be lost in transmission.

Conditions for the use of e-mail/texts: Tammy Powell, PCC, LLC uses reasonable means to protect the security and confidentiality of e-mails and texts she sends and receives; however, because of the above outlined risks, she cannot guarantee the security and confidentiality of information sent through e-mails or texts. Tammy Powell, PCC, LLC is not liable for improper disclosure of confidential information that is not caused by her intentional misconduct. Clients must acknowledge and consent to the following conditions:

- If clients choose to use e-mail/text for emergency situations, they are aware that Tammy Powell, PCC, LLC cannot guarantee that e-mails/texts will be received and responded to within a certain period of time.
- When at all possible, complex or sensitive situations are encouraged to be reserved for discussion during session rather than through e-mail/text.
- Any e-mail/text sent or received is subject to being printed out and stored in the client's medical record.
- Tammy Powell, PCC, LLC will not forward a client's identifiable e-mails/texts to outside parties without the client's written consent, except as authorized by law and explained in the Privacy Policy.
- Clients should use their best judgment when considering the use of e-mail/texts for communication of sensitive medical information. Tammy Powell, PCC, LLC will not be responsible for the content of messages.
- Tammy Powell, PCC, LLC is not liable for breaches of confidentiality caused by the client or any third party when using e-mail/texting.
- The client is responsible to follow up and/or schedule an appointment if necessary.

Appointment Reminders: Tammy Powell, PCC, LLC may use an appointment reminder system that operates through either e-mail or texting. This system is an optional and beneficial tool for clients to use to remember upcoming appointments with their therapist. Information sent through appointment reminders is minimal. Clients may choose to opt in or out of this appointment reminder system at any time by speaking with Tammy Powell, PCC, LLC.

Tammy Powell, PCC, LLC
CLIENT RIGHTS
Acknowledgement of Receipt of Rights

Client Name: _____ **D.O.B.:** _____

I hereby acknowledge that I have received and been given an opportunity to read a copy of the Client Rights, Responsibilities, and Confidentiality Policy for Tammy Powell, PCC, LLC. I have read, understood, and agree to abide by the above guidelines regarding my client rights and responsibilities as a client, and understand the limits of confidentiality specified in the above guidelines. I understand and agree that, regardless of my insurance status, I am responsible for the balance of my account for any services rendered by Tammy Powell, PCC, LLC. I understand I may contact Tammy Powell, PCC, LLC if I have any questions regarding my rights.

Signature of Client Date

Signature of Parent, Guardian, or Personal Representative Date

(*If you are signing as a personal representative of an individual, please describe your legal authority to act on behalf of this individual (e.g., power of attorney, healthcare surrogate, etc.).)

_____ Initial for client refusal of acknowledgement or agreement of receipt

Signature of Provider Date

I give permission for Tammy Powell, PCC, LLC to send me appointment reminders through:
(Check all that apply)

_____ E-mail: My e-mail address is _____

_____ Text Messages: My cell phone number is _____

Signature of Client, Parent, Guardian, or Personal Representative Date
