

**Tiffany Britt, NCC, LPC, MA
Tiffany Britt & Associates, LLC
6742 Jamestown Drive
Alpharetta, GA 30005**

**2021 THERAPIST-PATIENT SERVICES AGREEMENT INCLUDING PRACTICE POLICIES &
INFORMED CONSENT**

Welcome to my practice. This document (the Agreement) contains important information about my professional services, business policies, your responsibilities and informed consent. Please read it carefully. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new 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 I 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 posted in the office located at 6742 Jamestown Drive, Alpharetta, GA 30005 where Tiffany Britt, LPC and Tiffany Britt and Associates LLC operates, explains HIPAA and its application to your personal health information in greater detail.

The therapists at Tiffany Britt & Associates, LLC do have home offices and may conduct phone consults, video and phone sessions from their home offices or in transit, as requested or needed for the support of a client. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully and then we can discuss any questions you have about the procedures. This practice is required to abide by the terms of the Notice of Privacy Practices currently in effect, and to provide notice of its legal duties and privacy practices with respect to protected health information. If you have any questions about this Notice, please contact the Privacy Officer of this practice: (Tiffany Britt, LPC, 770-450-1210). 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 me unless I have taken action in reliance on it such as in the event you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES: PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the Psychotherapist and patient, and the particular problems you are experiencing. There are many different methods therapists may use to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this

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information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

An important part of the therapeutic process will involve you completing intake paperwork, assessments and/or surveys regarding your history, symptoms or how you experience life, to allow your therapist to better support you. Additionally, you may be asked to sign a release(s) to allow your therapist to speak to and/or receive records from your previous therapist or treating physician to facilitate the therapy process and provide a more complete personal history. In the event you refuse to complete intake forms, assessments, surveys or releases, you and your therapist will discuss the situation with the hopes of creating an understanding and coming up with a resolution. However, Tiffany and the therapists at Tiffany Britt & Associates, LLC reserve the right to terminate services with a client who is unwilling to complete the requested practice intake forms, assessment, surveys, and releases.

My SERVICES AND COUNSELING APPROACH

My approach to counseling/psychotherapy incorporates positive psychology and elements of other theoretical approaches to help people heal and transform their lives. I believe that true “wellness” is found when each domain of our life is in balance and moving in a positive direction to meet one’s life goals. My passion is helping clients achieve true wellness and their highest potential by finding balance, purpose and healing within each area of their lives. There are many different methods I may use to deal with the problems that you hope to address. This means that we will discuss current and past relationships, your communication within those relationships both verbal and non-verbal. It means we will discuss the various domains (professional, family, social, spiritual, and health, for example) of your life and how each relate to one another to create your whole self. My foundational service is counseling for personal development, health and wellness, as well as career, personal, spiritual and relationship fulfillment. It also means that from time to time I will discuss the counseling relationship with you. I will also provide counseling from a Christian perspective, if requested.

I earned a bachelor’s degree from Miami University in Oxford in 1994, Ohio and a master’s degree in counseling from the Adams State University in Colorado in 2012. I have worked both in the professional business world and the counseling field for a total of 27 years post-baccalaureate. I provide numerous services which can be found on my website at www.TiffanyBritt.com.

MEETINGS

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The office and business of Tiffany Britt & Associates is located at 6742 Jamestown Drive, Alpharetta, GA 30005. When you enter the waiting room and take a seat. I will come get you at your appropriate appointment time. I provide individual and group/family counseling/psychotherapy in 50-90-minute sessions. Our session will end promptly at the allotted time to permit time for clinical notes and transition for your Therapist between sessions.

Your first session(s) will involve getting your background and history, as well as an understanding of your treatment goals. I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Initial appointments are scheduled at a minimum of weekly or every other week time intervals. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours [1 Day] advance notice of cancellation [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

After the initial phase of treatment, we may meet once per month or as needed. If at any time you feel you have met your therapy goals or want to terminate treatment, please notify me and termination will be addressed. You may terminate at any time.

APPOINTMENTS AND CANCELLATIONS

Please remember to cancel or reschedule 24 hours in advance. You will be responsible for the entire fee if cancellation is less than 24 hours. The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

Cancellations and re-scheduled session will be subject to a full charge if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time. The credit card you have on file with our Tiffany Britt and Associates, LLC will be charged in the event of a late cancellation or no-show. If you do not contact me following a missed appointment, then there is no guarantee that an appointment will be available at your regular time interval. Your cancellation fee may be different if you are paying a different negotiated rate for services.

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FINANCIAL & BILLING POLICIES

Effective March 1, 2021 my fee is \$155 for an initial 50-minute individual counseling session and \$175 for an initial small families and/or couples 50-minute session. Ongoing individual 50-minute sessions are billed at \$135 and ongoing 50-minute small families and/or couple sessions are billed at \$155. Group charges are determined based on the number of participants and situation. Longer sessions are available at a prorated 50-minute session rate*. If sessions run longer than the scheduled 50 minutes, the additional time will be billed at the prorated session rate in increments of 15 minutes.*

Payment can be made using various methods including cash, check, or credit card (we accept Master Card, Visa, and Discover and most HSAs). Credit card payments will be processed via Stripe processing services and "Professional Charges" will appear on your statement. A receipt will be sent to you via e-mail. Any returned checks will incur the additional banking fees \$35 per occurrence.

You are required to complete a form to authorize payments via Tiffany Britt.com or via a hard copy form. A photocopy of your license will also be required in order to treatment. In the event the client is a minor, the parent or guardian will be required to provide a copy of their driver's license. If you do not show up or cancel your last appointment with less than 24 hours-notice, your next appointment will not be scheduled until you have made arrangements to pay for your most current service charges or outstanding bill. Tiffany Britt will maintain a credit card authorization on file in order to process the appointment charge in the event of a missed appointment or late cancellation. Stripe has been audited by a PCI-certified auditor, and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available. Stripe forces HTTPS for all services, including our public website. We regularly audit the details of our implementation: the certificates we serve, the certificate authorities we use, and the ciphers we support. We use HSTS to ensure browsers interact with Stripe only over HTTPS. Stripe is also on the HSTS preloaded lists for both Chrome and Firefox. All card numbers are encrypted on disk with AES-256. Decryption keys are stored on separate machines. None of Stripe's internal servers and daemons are able to obtain plaintext card numbers; instead, they can just request that cards be sent to a service provider on a static whitelist. Stripe's infrastructure for storing, decrypting, and transmitting card numbers runs in separate hosting infrastructure, and doesn't share any credentials with Stripe's primary services (API, website, etc.).

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I 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 me to disclose otherwise confidential information. In most collection situations, the only information I 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, its cost will be included in the claim.]

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ADDITIONAL INFORMATION REGARDING FEES

Brief professional services, including telephone consultation made at your request, mental health emergency telephone conversations, will be billed per 15-minute increment at a rate of \$135 per hour. For example, a 15-minute call will cost \$40.40. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300.00 per hour for legal/litigation preparation. Attendance at any legal proceeding is billed on a case by case basis and payment is due prior to my appearance and includes time for travel and preparation. Litigation activities will be billed per 15-minute increment at a rate of 300 per hour regardless of your negotiated fee. For example, 15 minutes of litigation related activity will cost \$75.00. Court If you are the parent or guardian of a non-emancipated minor in psychotherapy or counseling services, you are responsible for payment of services for that minor. Review of Prepare and Enrich reports is \$135 per report.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. If you choose to use your insurance, it is your responsibility to bill your insurance company. You agree to pay full fee for therapy at the time of service and arrange for your insurance company to direct reimbursement. There is no guarantee that your insurance company will reimburse for service fees you have paid. Clients who carry insurance should note that professional services are charged to the client and not to the insurance company or managed care panel. You (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services, your insurance policy covers. Your payment is required in full at the time of each session unless other arrangements have been made. Please notify me in a timely manner if any problems arise during the course of your therapy regarding your ability to make timely payment.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of a superbill for you to file directly with your carrier at your request.

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CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. I usually will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. Usually, I can respond quicker to text than voicemail or email. If you don't hear back from me within 24-48 hours and you are not aware I am on vacation, please reach out to me again. I will make every effort to return your call within 24-48 hours, with the exception of vacations, weekends and holidays. If you are difficult to reach, please inform me of times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the Psychotherapist or psychiatrist on call after leaving me a message. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

If you need to contact me between sessions, the best way to do so is leaving me a voice mail message or texting 770-450-1210. These messages are confidentially stored on a cloud system through Ring Central. With the expectation of an emergency, contact between sessions should be for quick, administrative issues such as changing appointment times or confirming an appointment or cancelling a session. See the email section below for more information regarding email interactions. Please note that I primarily use a mobile phone for my practice and my interactions with clients. Please do not send sensitive information via text like payment information or private personal details about your life that should be discussed in therapy.

EMERGENCY PROCEDURES

Only the threat of self-harm or harm to others constitutes an emergency. Please call emergency services such as 911 or the Georgia Crisis and Access Line also known as Behavioral Health Link 800-715-4225. You should also leave a message for me (Tiffany Britt) on my confidential voice mail at 404-450-1210. However, your call may not be retrieved in time to respond to an emergency. In the event that you are transported to a healthcare facility as a result of a mental health emergency please leave a message and/or allow the treating facility to contact me by authorizing a release of information for verbal and written disclosure regarding your treatment and care. Without this consent from you, I will not be able to communicate with your treatment providers.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a Psychotherapist. The contents of therapy, intake, or assessment sessions are considered confidential. Both verbal and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian. In most situations, I can only release information about your treatment to others if you sign a written Authorization form

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that meets certain legal requirements imposed by HIPAA. It is our policy to adhere to the standard rule that any information about a client will not be released without a signed release of information. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, with the noted exceptions listed below:

Duty to warn and protect- When a client discloses intention or a plan to harm another person, we are required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan of suicide, we are required to notify legal authorities and make reasonable attempts to notify your family.

Abuse of children and vulnerable adults- If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, I am required to report this information to the appropriate social service and/or legal authorities.

Prenatal exposure to controlled substances- I am required to report admitted prenatal exposure to controlled substances that are potentially harmful.

In the event of a Client's death- The spouse or parent of the client has a right to access their spouse's or child's medical/health records.

Professional misconduct- I must report misconduct by other healthcare professionals. In cases in which a professional or legal disciplinary meeting is being held regarding a health care professional's actions, related records may be released in order to substantiate disciplinary concerns.

Court orders- I am required to release records of clients when a court order has been placed by a judge. Or, if a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

Minors/Guardianship- Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

Third party payers- Insurance companies and other third-party payers are given information that they request regarding services to clients. Information may include types of services, dates/times, of services, diagnosis, treatment plan, and description of impairment, progress of therapy, case notes, and summaries.

Professional consultation- I am licensed in the state of Georgia as a Professional Counselor (License LPC#008766). I consult periodically with other professionals on my clients and my business. I may disclose information in consultation with other professionals in order to provide

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the best possible treatment to you. In such cases I do not disclose your name or any identifying information. Only sufficient clinical information is discussed to allow adequate consultation about treatment process and/or ethical considerations. I participate in consultation as needed to comply with the industry standard of care which includes consultation with peers.

Administrative Staff- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the 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 without the permission of a professional staff member.

Education- I am an educator and writer. As a result, I occasionally use examples in my teaching and writing related to my work with clients. In these events, I disguise client details by changing names, etc. to protect client's identity. I do not discuss my counseling work for entertainment purposes.

Other provisions- In the event that I need to contact you for the purpose of scheduling, cancellations, or reminders or to give/receive other information, efforts will be made to preserve the confidentiality of the counseling relationship by using our first names only and by following the guidelines you have requested on your Client Background Information form.

If a patient files a complaint of lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself. If a client makes a complaint or negative post on a public website regarding my services or me, I reserve the right to respond to that post. The client should be aware in most instances, their identity and confidentiality cannot be protected by me or the rating service which they utilize once they have inputted their email or details regarding their treatment experience. I hope that if you have something to share with me about your experience, I hope that you will share it with me in person and we can resolve any challenges together in a personal format.

If a patient files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills. There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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, and I

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am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

MINORS & PARENTS/GUARDIANS

Patients under 18 years of age who are not emancipated, and their parents should be aware that the law allows parents to examine their child's treatment records, unless I believe that doing so would endanger the child or we agree otherwise. I will discuss with the client child and his/her parents what information is appropriate for them to receive and which issues are more appropriately kept confidential. Because privacy in psychotherapy is often crucial to successful progress, it is my policy to make parents aware of their child's progress in non-specific terms and parents are not informed of specific details of what is discussed in therapy. However, parents are informed of any serious health or safety issues of which their child may be at risk, a determination that is made by me as your child's therapist. I will also provide parents with a summary of their child's treatment when it is complete, if requested. Any other communication will require the child's Authorization. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have. Further, any guardian or parent entering this agreement on behalf of a minor attests that they have the legal right to do so on the minor's behalf.

PROFESSIONAL RECORDS

The law and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Included in this Clinical Record is any and all intake paperwork required prior to your first session and my ongoing notes regarding our sessions. I may ask you to update these forms from time to time. Except in unusual circumstances that involve danger to yourself and others or you make reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee (and for certain other expenses). If I refuse your request for access to your records, you have right of review (except for information provided to me confidentially by others) which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed

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to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

SOCIAL MEDIA AND TELECOMMUNICATION POLICIES

This section outlines my policies related to the use of Social Media and my interactions with clients. It will explain how I manage my professional presence online and how I will respond to interactions between us online and with the use of technology in general. If you have any questions about any of the information provided, please let me know so that we can discuss it.

Friending- I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

Liking-I may keep a Facebook Page for my professional practice. I may maintain this page as a way to provide resources and information for my practice of professional therapy. The majority of the information I share on my professional page will be available on my future personal website and vice versa. You may decide to view my business page or to “like” my page. Please note that it is not my expectation that you do so. It is my sincere intent to maintain the privacy of our relationship and social media contact online could compromise that.

Following- I am in the process of developing a blog on my website and I will likely post a link to that blog on Twitter. I have no expectation that you as a client will want to follow my Twitter stream. However, if you use an easily recognizable name on Twitter and I happen to notice that you have followed me there, we may briefly discuss it and its potential impact on our working relationship. Again, the content I may post in the future will also be found on the blog on my website homepage and viewed at your own privacy if you choose to read this content. I only follow other health professionals on Twitter, and I do not follow current or former clients on blogs or Twitter. My reasoning is that I believe casual viewing of clients’ online content outside of the therapy hour can create confusion in regard to whether it’s being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during our session.

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Interacting- Please do not use messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure, and I may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

Use of Search Engines- I do not search for clients on Google or Facebook or other search engines.

Business Review Sites- You may find my practice on sites such as Healthgrades, Yahoo Local, Bing, or other places which list businesses. Please know that I have not listed my practice on these sites. I am not soliciting public testimonials or feedback from clients. I hope that if you have something to share with me about your experience, I hope that you will share it with me in person. The American Counseling Association's code of ethics prohibits me from seeking your testimonial or endorsement. If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can always contact the GA Composite Board of Professional Counselors, Clinical Social Workers and Marriage and Family Therapists which oversees licensing, and they will review the services I have provided. Georgia Composite Board of Professional Counselors, Social Workers and Marriage and Family Therapists, 237 Coliseum Drive, Macon, Georgia 31217

Email & Text- I prefer using text or email to arrange or modify appointments. to arrange or modify appointments. All calls or texts to my number 770-450-1210 are stored securely on a cloud system provided through Ring Central. All voicemails left on or texts sent to my number, 770-450-1210, are stored securely through Ring Central and require a confidential password for my retrieval. Please do not text or email me content related to your therapy sessions, as I cannot guarantee any system is completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and our Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails or texts I receive from you and any responses that I send to you become a part of your legal record. I may send you follow up information post session, like a referral resource via e-mail or text. I will keep such e-mails and texts brief and discrete. As noted above I primarily use a mobile phone for my practice and my interactions with clients. Please do not send sensitive information to via text like payment information or private personal details about your life that should be discussed in therapy. If you choose to send personal information over text or email, do so at your own risk. In no event am I or Tiffany Britt & Associates, LLC liable for any direct, indirect, punitive, incidental, special or consequential damages whether foreseeable or unforeseeable. I reserve the right to respond to you in the same

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communication method on which you relied to reach out to me regardless of how you completed the communication form.

DOCUMENT STORAGE

I maintain client therapy, communication and financial records using online HIPPA computer storage and software platform called Simple Practice. You will be provided with a personal password to log in and accept the invitation to be active in my secure portal. This allows you to complete and submit documents in a HIPPA compliant portal. At times, I may have written notes regarding our sessions or your financial records. All of these records will either be locked, shredded or be protected by encryption. Please feel free to visit the Simple Practice website or any my vendor websites to research each company's level of secure storage and encryption.

ELECTRONIC COMMUNICATION

I communicate and conduct therapy using the following methods:

- Phone- both cellular and landlines
- US Mail, Fed Ex, UPS
- Client portal via SimplePractice at <https://tiffanybritt.clientsecure.com> for HIPPA Compliant email, text/voice reminders, texting services, scheduling, calendars, billing, client records, video conferencing/tele-mental health & document storage.
- Godaddy and Microsoft 365 HIPPA Compliant Business Associate Agreement for document storage, email communication, and calendars.
- DOXY.me is a HIPPA Compliant Business Associate utilized for online tele-mental health/video conferencing sessions.
- Ring Central is a HIPPA Compliant Business Associate and is utilized for online tele-mental health/video conferencing sessions, scheduling, billing, office phone, video conferencing, text, fax and voice mail.

You have the option to opt in or out of the client portal which provides email, voice or text reminders. You are welcome to discuss any questions or concerns regarding my electronic communication and storage. Though every effort is made to utilize HIPPA compliant vendors, or vendors with confidential storage and secure encryption, I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. However, you cannot be held responsible for confidentiality breaches of any kind. Further

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INFORMED CONSENT**

I have no control over breaches and the security of your technology. In the event a video conferencing vendor fails or there is reduced connectivity, the client will have the option to move to a voice to voice phone session or a Facetime/Skype session in which the therapist cannot extended HIPPA standards, nor has a Business Associate Agreement with these vendors. In the event the client agrees to utilize these avenues for the session, the client holds the therapist harmless for any confidentiality breaches associated with the same.

While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. You understand there is a reasonable chance that communicating through electronic methods may be intercepted and eavesdropped on by a third party, including, but not limited to, family, co-workers, employers, and hackers.

Tele-Mental Health /Video Sessions Information and Consent

In the event you conduct future counseling sessions with Tiffany Britt, LPC and Tiffany Britt & Associates, LLC via a tele-metal health or online video conferencing format, it is important you are aware and provide consent to the specifics regarding this format and use of video conferencing technology for your counseling sessions.

VIDEO CONFERENCING FOR TELE-MENTAL HEALTH SESSIONS:

All video conferencing and tele-mental health correspondences will be done through Simple Practice, Ringcentral.com, or Doxy.me. These companies offer HIPAA compliant platforms and encryption. As a customer of Simple Practice, I am covered by their Business Associate Agreement as a Covered Entity or a Business Associate as defined under the Health Insurance Portability and Accountability Act (HIPAA) and it will use Simple Practice services to create, receive, transmit, or maintain PHI, the customer must request a Business Associate Agreement (BAA) from RingCentral. In this situation, RingCentral will act as a Business Associate, and it will manage its HIPAA obligations accordingly.

These companies enable Covered Entities, such as Tiffany Britt & Associates, LLC to be compliant with HIPAA in several ways:

- Does not permanently store Protected Health Information
- Operates according to the Privacy and Security Rules
- Conducts risk analysis and management
- Has disaster preparation plans in place

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- Partakes in ongoing training for all required staff
- Has a Privacy and Security officer
- Signs a Business Associates Agreement

If a client prefers to conduct the telemental health session over ZOOM.US, or another video conferencing entity, the therapist and/or Tiffany Britt and Associates, LLC cannot guarantee the format is HIPAA compliant or encrypted. However, the therapist will do her/his best to accommodate the client on a platform that works best for him/her and in doing so, the client agrees to hold the therapist and /or Tiffany Britt & associates, LLC harmless for any confidentiality breaches associated with the same.

Please understand there is a reasonable chance that communicating through electronic methods may be intercepted and eavesdropped on by a third party, including, but not limited to, family, co-workers, employers, and hackers. At any time during your treatment, please feel free to ask any clarifying questions.

In the event a HIPPA compliant video conferencing vendor fails or there is reduced connectivity, the client will have the option to move to a voice to voice phone session or a Zoom/Facetime/Skype session in which the therapist cannot extended HIPPA standards, nor has a Business Associate Agreement with the vendor(s). In the event the client agrees to utilize these avenues for the session, the client holds the therapist harmless for any confidentiality breaches associated with the same.

Privacy Measures for The Client

It is recommended that you (the client) use the same safety measures that I use for keeping your personal health information (PHI) confidential.

Paper

It is recommended that you store all paper documents with you PHI in a locked cabinet.

When receiving distance counseling it is also recommended that you:

- Conduct the sessions in a private location where others cannot hear you.
- Using secure video conferencing technology Doxy.me
 - o If the technology has a status bar, hide your status.

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- If texting only use a secure texting application Ringcentral.com
- Do not record any sessions.
- Password protect your computer, tablet, phone, and any other device with a password that is unique.
- Always log out of your sessions.
- Do not have any software remember your password. Sign in every time.
- Do not share your passwords with anyone.
- Do not share your computer when you are logon to any counseling software.
- If you wish to avoid others knowing that you are receiving counseling services, clear your browser's cache (browsing history), and on your phone, list your therapist by a name rather than as "counselor or therapist".
- Do not download or store information off of your client portal Simplepractice.com. However, if you do decide to, only store in on an encrypted file.
- Have all of your devices set to time out requiring you to sign back in after a set idle time.
- Keep your computer updated.
- Use a firewall and antivirus program.
- When online do not login as an administrator.
- Router / Access Point
 - o Only use a secure network for internet access using a WAP2 security key.
 - o Use your own administer ID and password (not the default) for your router or access point.
 - o Choose a custom SSID name, not the default name.
 - o Limit the range of you Wi-Fi by positioning it near the center of your home.
- Notify you counselor if you suspect any breach in your security.

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· For more information on securing your mobile device visit:
<http://www.healthit.gov/providers-professionals/how-can-you-protect-and-secure-health-information-when-using-mobile-device>.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONA VIRUS/COVID 19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Tiffany Britt, LPC of Tiffany Britt & Associates, LLC has put in place preventative measures to reduce the spread of COVID-19; however, Tiffany Britt & Associates, LLC **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. These measures include regular sanitization of frequently touched services, limiting the number of people sitting in the waiting room, having clients wait in their cars, limiting office visits to clients only and asking client to stay home and opt for a virtual session if they or anyone in their household is ill. Even with these measures in place, attending in-person appointments with Tiffany Britt of Tiffany Britt & Associates **could increase** your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and/or my child(ren) may be exposed to or infected by COVID-19 by attending in-person appointments with Tiffany Britt, LPC and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Tiffany Britt & Associates LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to Tiffany Britt/Tiffany Britt & Associates, LLC, their employees, volunteers, and other participants and their families. I also understand I am free to opt for virtual sessions for myself or my child (ren) in the event I have concerns related to in-person sessions. In signing this form, I agree I will transition to a virtual appointment in the event I am ill or anyone in my household is ill.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my attendance or my child(ren)'s attendance at in-person appointments with Tiffany Britt & Associates, LLC. On my behalf and/or on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the Tiffany Britt, LPC & Tiffany Britt & Associates, LLC, its employees, agents, and representatives of and

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from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Tiffany Britt and Tiffany Britt & Associates, LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any in-person appointments with Tiffany Britt, LPC or at Tiffany Britt and Associates, LLC.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. However, if at any time I feel that I am not the best therapist to suit your needs or I have concerns in regard to my physical, mental or emotional safety or the safety of my staff, I reserve the right to terminate therapy for this or any reason. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source. Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

NO GUARANTEES AND RISKS

I cannot guarantee results (that you will become happier, less tense or depressed, save your marriage or family). The risks are that discussing and examining one's life and relationships can feel vulnerable. Research has shown that the effectiveness of counseling is dependent on the relationship between the Psychotherapist and Client. In the event that there are barriers in establishing rapport, I will make attempts to repair the problem or help you find a more appropriate Psychotherapist by providing you with referrals. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

EMDR FOR THE TREATMENT OF TRAUMA AND ANXIETY

Eye Movement Desensitization and Reprocessing (EMDR) methodology is a form of adaptive information processing which may help the brain unblock maladaptive material. It also appears that EMDR may avoid some of the long and difficult work often involved in the treatment of anxiety, panic attack, post-traumatic stress symptoms (such as intrusive thoughts, nightmares, and flashbacks), dissociative disorders, depression, phobias, identity crisis and other traumatic

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experiences. EMDR may be one component in a progressive course of treatment. The total treatment plan is guided by accumulated knowledge and may include, EMDR, behavior therapy, cognitive behavior therapy and other methods. Client is specifically advised of the following, if EMDR is used as part of their therapeutic process:

- (1) Distressing unresolved memories may be surface through the use of the EMDR procedure.
- (2) Some clients experience reactions during the treatment sessions that neither they nor the administering clinician may have anticipated, including but not limited to, high level of emotional or physical sensations. Subsequent to the treatment session, the processing of incidents and/or material may continue and dreams, memories, flashbacks, feelings. etc., may surface.
- (3) Those with limiting or special medical conditions (pregnancy, heart condition, ocular difficulties, addiction, etc.) should consult their medical professionals before participating in this therapeutic method.

For some people, this method may result in sharper memory, for others fuzzier memory following the treatment.

(4) The “nature of memory” (fallibility) as related to EMDR and court involvement include:

- Though information may be recalled during reprocessing is always valid, it may not necessarily be accurate.
- Images can fade or disappear.
- Client may no longer exhibit emotional distress when recounting the incident.

As a client, you are advised and agree to thoroughly consider the above and obtained whatever additional input and/or professional advice deemed necessary or appropriate before having EMDR treatment. If you are involved in a legal case and need to testify, please discuss this with your therapist.

CREDENTIALS AND LICENSING REGULATIONS

Licensed Professional Counselors are regulated by the Georgia Composite Board of Professional Counselors, Marriage and Family Therapists and Clinical Social Workers. Licensed Psychologists are regulated Georgia State Board of Examiners of Psychologists. Information about the licensing board can be found at the Secretary of State website. Ethical complaints can be voiced with me (Tiffany Britt) and/or with the licensing organization.

IN THE EVENT YOUR PSYCHOTHERAPIST DIES OR BECOMES INCAPACITATED

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In the event that something happens to me, such as my death or incapacitation you will be contacted by a counseling colleague of mine. They will inform you about what has occurred and assist you with transitional services or information about when I will return to my practice. They will also offer a debriefing session to assist you with any feelings of grief or loss. Your contact information will only be made available and accessible to the person who will contact you in the event that it is necessary.

RIGHTS AND RESPONSIBILITIES

You have the right to be treated with respect, you have the right to be informed about your treatment, and you have the right to be informed about your confidentiality and to be informed about the limitations of confidentiality. You have the right to terminate therapy/counseling at any time without penalty. You have the right to ask questions and voice concerns. You have the responsibility to attend and participate in therapy. Participation includes formation of goals and communicating with your counselor regarding your concerns. You have the responsibility to pay for sessions during or immediately following each session and to provide authorization for payment via credit card (upon request) in the event that you do not show up for your appointment or cancel with less than 24 hour- notice. You, or the parent or the guardian for a minor client acknowledge and agree to the above agreement in its entirety.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ITS TERMS AND AGREE TO TREATMENT OUTLINED ABOVE. YOUR SIGNATURE BELOW ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

_____ Patient or Parent/Guardian Signature

_____ Print Name _____ Date