

# *Seaside Psychotherapy Gulf Coast, LLC*

*Please keep this document for your records.*

## **THERAPIST-PATIENT SERVICES AGREEMENT & POLICIES**

This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard 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 explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. 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.

## **COUNSELING SERVICES**

Therapy varies depending on the personalities of the therapist and client, and the particular problems you are experiencing. There are many different methods we may use to deal with the problems that you hope to address. Therapy 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. Homework will often be given when deemed necessary for therapy.

Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings. On the other hand, therapy 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 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 any 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. My goal is for you to ultimately get the help you need, whether that is with me or with another therapist.

If therapy is begun, we will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) at a time we agree on, although some sessions may be longer or more frequent. Please be on time as I will often have another session scheduled after you.

**Once an appointment is scheduled, you will be expected to pay \$75 unless you provide 24 hours 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, meaning you will have to pay for these out of pocket.** Please remember that both of our time is valuable and when you cancel with late or no notice, someone else could have taken advantage of that time slot. We will try to find another time to reschedule the appointment.

## **PROFESSIONAL FEES**

**My hourly fee for a self-pay client is \$150 for an initial session and \$120 for subsequent sessions.** In addition to regular therapy sessions, I charge an amount for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 10 minutes (constitutes a therapy session), consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. Because of the difficulty of legal involvement, I have another fee schedule for preparation and attendance at any legal proceeding. However, I often do not take cases involving legal matters, especially regarding custody cases.

**CONTACTING ME      228-222-8006**

Due to my work schedule, I am often not immediately available by telephone. I will not answer the phone when I am with a patient unless I am expecting a crisis call, which I will let the client know up front. The number provided is my text and voicemail number. I have a separate office number I may return calls on when in office. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform me of the 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, the nearest emergency room, or call 911. In private practice, a therapist is not on call and my work number is often off after business hours, so please respect this.** If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. My email address is provided (apugeau@yahoo.com) but this is not to be used as a means of therapy and is **not a confidential email** so please keep this in mind at all times.

**CONTACTING YOU**

You agree, in order for me to remind you of service, to service your account, or to collect monies you may owe, I may contact you by telephone at any telephone number associated with your account, including wireless telephone messages or emails, using any email address you provide. Methods of contact may include using pre-recorded/artificial voice messages and/or use of automatic dialing device, as applicable. By signing the Patient Intake Information form and engaging in therapy, you agree to be contacted by me as described above.

**SOCIAL MEDIA**

Due to the increasing number of individuals on social media in today's society, clients often wonder if they may add their therapist on social media sites, such as Facebook, twitter, LinkedIn, snapchat, and so on. Due to the National Association of Social Worker's Ethics laws, I am not allowed to add you on any social media sites.

**LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a therapist. 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 and/or Mississippi law. However, in the following situations, no authorization is required:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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 therapist-patient privilege law. I cannot disclose any information without a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, I may disclose relevant information regarding that patient in order to defend my practice.
- If you file a worker's compensation claim, and I am rendering treatment or services in accordance with the provisions of Mississippi Workers' Compensation law, I must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.

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 we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If I have **reasonable cause (does not have to be proof)** to believe that a child under 18 known to me in my professional capacity may be an abused child or a neglected child, the law requires that I file a report with the local office of the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.

- If I have reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that I file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, I may be required to provide additional information.
- If you have made a specific threat of violence against another or if I believe that you present a clear, imminent risk of serious physical harm to another, I may be required disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking your hospitalization.
- If I believe that you present a clear, imminent risk of serious physical or mental injury or death to yourself, I may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I 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, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in 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, and any reports that have been sent to anyone, including reports to your insurance carrier. 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, 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. In most circumstances, we are allowed to charge a copying fee of \$5 per page (and for certain other expenses).

### **PATIENT RIGHTS**

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

### **MINORS & PARENTS**

**Parents of children between 12 and 18 cannot examine their child's records unless the child consents and unless we find that there are no compelling reasons for denying the access.** Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, in most cases, we require that patients between 12 and 18 years of age and their parents enter into an agreement that allows parents access to certain additional treatment information. If everyone agrees, during treatment, I will provide parents with general information about the progress of their child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of our concern. 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.

### **BILLING AND PAYMENTS**

**You will be expected to pay for each session at the time it is held as you do any doctor appointment,** unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. I do not do payment plans. 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 to court which will require us to release otherwise confidential information. By engaging in therapy services you agree to pay the fee charged as a legal and lawful debt and agree to pay said fee, including any/all collection agency fees, (33.33%), attorney fees and/or court costs, if such be necessary. You waive now and forever the right of exemption under the laws of the constitution of the State of Mississippi and any other State. In most collection situations, the only information we release regarding patient's treatment is his/her name, the nature of services provided, and the amount due.

### **INSURANCE REIMBURSEMENT**

I will bill your insurance provider following our sessions. In order for us to 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 fill out forms and provide you with 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. It is very important that you find out exactly what mental health services your insurance policy covers. This is up to the client to find out what their insurance covers, not the therapist.**

You should carefully read the section in your insurance coverage booklet that describes mental health services. It may differ from physical health services. If you have questions about the coverage, call your plan administrator. Some plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do our best to find another provider who will help you continue your therapy.

You should also be aware that your contract with your health insurance company requires that you authorize me to provide it with information relevant to the services that I provide to you. If you are seeking reimbursement for services under your health insurance policy, you will be required to sign an authorization form that allows me to provide such information. **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 any report I submit, if you request it.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.