



## OFFICE POLICIES AND PRACTICES

**CONFIDENTIALITY:** Finding Peace Professional Counseling Services only releases information in accordance with state and federal laws and ethics of the American Counseling Association and the National Association of Social Workers. This notice describes how medical/mental health information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law. Any use and disclosure of protected health information is for the purposes of providing treatment services, collecting payment, and/or conducting healthcare operations as they are necessary activities for quality care. State and federal law allows us to use and disclose your health information for these purposes. Only with your written permission will your health information be disclosed to provide, manage, or coordinate care with other facilities and for referral to other agencies. For example, if treatment in another facility is required, information between this agency and other facility could be shared with your written permission.

Pensacola is a small community and many clients know each other and Finding Peace Professional Counseling Services therapists from the community. Consequently, you may bump into someone you know in the waiting room or into Finding Peace Professional Counseling Services therapists out in the community. Finding Peace Professional Counseling Services will never acknowledge working with anyone without his/her written permission. Clients that become aware that someone they know is in therapy are urged to maintain each other's confidentiality.

**WHEN DISCLOSURE IS REQUIRED BY LAW:** Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to Finding Peace Professional Counseling Services that the client presents a danger to others.

**WHEN DISCLOSURE MAY BE REQUIRED:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy

records and/or testimony by Finding Peace Professional Counseling Services. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Finding Peace Professional Counseling Services will use clinical judgment when revealing such information. Finding Peace Professional Counseling Services will not release records to any outside party unless it is authorized to do so by all adult family members who were part of the treatment.

**EMERGENCIES:** If there is an emergency during our work together, or in the future after termination where Finding Peace Professional Counseling Services becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, it will do whatever it can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, it may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE AND CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Finding Peace Professional Counseling Services, only the minimum necessary information will be communicated to the carrier. Finding Peace Professional Counseling Services has no control or knowledge over what insurance companies do with the information it submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break in's and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position. For monitoring purposes, insurance companies have the right to review your entire record.

**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on Finding Peace Professional Counseling Services to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**CONSULTATION:** Finding Peace Professional Counseling Services consults regularly with other professionals regarding its clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

**E - MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that there is always a risk that computers, e-mail, cell phone, and teletherapy communication can be accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, in particular are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Additionally, Finding Peace Professional Counseling Services e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Finding Peace Professional Counseling Services computers are equipped with a firewall, a virus protection and a password. Back-up data storage is performed in confidential and secure manner. Please notify Finding Peace Professional Counseling Services if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell phone or faxes. If you communicate confidential or highly private information via e-mail, voice mail, or teletherapy, Finding Peace Professional Counseling Services will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and it will honor your desire to communicate on such matters via e-mail. Do not use e-mail, voice mail, teletherapy, or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Finding Peace Professional Counseling Services professions require keeping appropriate treatment records for at least seven years. Unless otherwise agreed Finding Peace Professional Counseling Services retains clinical records only as long as is mandated by Florida law. If you have concerns regarding the treatment records please discuss them with Finding Peace Professional Counseling Services. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Finding Peace Professional Counseling Services assesses that releasing such information might be harmful in any way. In such a case Finding Peace Professional Counseling Services will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Finding Peace Professional Counseling Services will release information to any agency/person you specify unless Finding Peace Professional Counseling Services assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Finding Peace Professional Counseling Services will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Finding Peace Professional Counseling Services between sessions, please leave a message on the answering machine (850) 471-1234 and your call will be returned as soon as possible. Finding Peace Professional Counseling Services checks messages a few times during the daytime only, unless they are out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call 911 or the Helpline at (850)438-1617. Please do not use e-mail or faxes for emergencies. Finding Peace Professional Counseling Services does not always check e-mail or faxes daily.

**PAYMENT & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$100.00 per 50 minute session at the beginning of each session. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise.

For clients with behavioral health insurance benefits with which Finding Peace Counseling Services has a contract to provide services, Finding Peace Counseling Services will bill your insurance company. As was indicated in the section *Health Insurance & confidentiality of records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Clients are responsible for co-pays at the time of service. It is your responsibility to verify the specifics of your coverage. Please notify Finding Peace Professional Counseling Services if any problems arise during the course of therapy regarding your ability to make timely payments. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies.

For teletherapy session form of payment must be identified prior to first teletherapy session. Payment for teletherapy sessions will be secured at time of session. Finding Peace Counseling Services will bill insurance if telehealth for behavioral health is covered by your policy. Copay will still be collected at time of service.

Clients are responsible for any outstanding balance that is accrued, including but not limited to unpaid insurance claims and overdue co-pays. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Finding Peace Professional Counseling Services can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**MEDIATION & ARBITRATION:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Finding Peace Professional Counseling Services and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Escambia County, FL in accordance with the rules of the American Arbitration Association which is in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Finding Peace Professional Counseling Services can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in a number of benefits to you, including improving

interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Finding Peace Professional Counseling Services will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Finding Peace Professional Counseling Services may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Finding Peace Professional Counseling Services is likely to draw on various therapeutic approaches according, in part, to the problem that is being treated and its assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Finding Peace Professional Counseling Services provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within its scope of practice.

Finding Peace Professional Counseling Services requires all employees to maintain current state licenses and appropriate continuing education.

**DISCUSSION OF TREATMENT PLAN:** Within a reasonable period of time after the initiation of treatment, Finding Peace Professional Counseling Services will discuss with you (client) its' working understanding of the problem, treatment plan, therapeutic objectives and its view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, possible risks, Finding Peace Professional Counseling Services expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Finding Peace Professional Counseling Services does not provide, it has an ethical obligation to assist you in obtaining those treatments.

**TERMINATION:** As set forth above, after the first couple of meetings, Finding Peace Professional Counseling Services will assess if it can be of benefit to you. Finding Peace Professional Counseling Services does not accept clients who, in their opinion, it cannot help. In such a case, they will give you a number of referrals who you can contact. If at any point during psychotherapy Finding Peace Professional Counseling Services assesses that it is not effective in helping you reach the therapeutic goals or that you are non-compliant it is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, it would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Finding Peace Professional Counseling Services will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Finding Peace Professional Counseling Services will assist you with referrals, and with your written consent will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, Finding Peace Professional Counseling Services will offer to provide you with names of other qualified professionals.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, \$25.00 will be charged for sessions missed without such notification.

**I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, (total 06 pages) I understand them and agree to comply with them:**

_____	_____	_____
Client name (print)	Date	Signature
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_____	_____	_____
Client name (print)	Date	Signature
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_____	_____	_____
Therapist	Date	Signature