

Orlando Counseling Services

OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

CONFIDENTIALITY:

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. (See Notice of Privacy Practices form)

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding. 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 Debbie Haughton. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. The therapist will use his/her clinical judgment when revealing such information. The therapist will not release records to any outside party unless they are 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 the therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, they will do whatever they 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, the therapist may also contact the person whose name you have provided on the intake sheet.

Health Insurance & Confidentiality of Records: Your health insurance carrier may require disclosure of confidential information *in order for you to file the claims*. If you so instruct us, only the minimum necessary information will be communicated to the carrier. The therapist has no control or knowledge over what insurance companies do with the information they submit 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 eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the congress-approved 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-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Confidentiality of Cell Phone, Emails, and Fax Communication: It is very important to be aware that unauthorized people can relatively easily access **cell phone** communication and hence the privacy and confidentiality of such communication can be compromised. **E-mails** in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Thus, we do not communicate via email regarding therapeutic issues, though inquiry of information or general questions are acceptable, but not encouraged. It is best to leave a message in a confidential voice mailbox. Faxes can easily be sent erroneously to the wrong address. We will call prior to faxing and immediately following to insure confidentiality. Please notify us at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use faxes for emergencies, only fax the office after calling us first.

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 divorced and custody disputes, injuries, lawsuits, etc. Neither you nor your attorney, nor anyone else acting on your behalf will call on a therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

Consultation: Therapists consult regularly with other professionals regarding his/her clients; however, the client's name or other identifying information is never mentioned. The client's identity remains completely anonymous and confidentiality is fully maintained.

Considering all of the above exclusions, if it is still appropriate, upon your request, the therapist will release information to any agency/person you specify unless the therapist concludes that releasing such information might be harmful in any way.

TELEPHONE EMERGENCIES:

If you need to contact your therapist between sessions, please call 407-808-1444 and leave a message on the confidential voice mail. Your call will be returned as soon as possible. We check our messages daily, unless out of town. If an emergency situation arises, please indicate it clearly in your message. If you are experiencing an emergency, please call 911.

PAYMENTS AND INSURANCE REIMBURSEMENT:

Clients are expected to pay the asking fee per 50-minute session at the end of each session. We accept cash, charge and checks. Checks should be **made payable to Orlando Counseling Services**. There is a \$20.00 charge for returned checks. As a general rule, we do not charge for professional advice by phone for brief calls, **although those longer than 10 minutes** may be charged by the per hour rate. Please notify us if any problems arise during the course of therapy regarding your ability to make timely payments.

Sliding Scale: Because of the unique needs of our clients, we work on a sliding scale according to your financial needs and insurance reimbursements.

Our sliding scale will take into consideration both your financial situation as well as your potential insurance reimbursement. Our scale will start with the standard fee and slide down to an agreed upon amount. This is discussed on an individual basis only.

CANCELATIONS:

Since 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, A **\$50.00 FEE** will be charged to your account without notification.

MEDIATION AND 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 the therapist and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, and unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Orange County, Florida in accordance with the rules of the American Arbitration Association which are 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, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy/Evaluation: 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. Your therapist 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 your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. Your therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that 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, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include spiritual/biblical, behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), or psycho-educational.

DISCUSSION OF TREATMENT PLAN:

Within a reasonable period of time after the initiation of treatment, the therapist will discuss with you their working understanding of the problem, treatment plan, therapeutic objectives, and their 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, their possible risks, the therapist's 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.

DUAL RELATIONSHIPS:

Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. The therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. The Central Florida community can be a small community in which many clients know each other and the therapist from the community. Consequently you may bump into someone you know in the waiting room or see your therapist out in the community. I will never acknowledge working therapeutically with anyone without his/her written permission. Dual or multiple relationships can enhance therapeutic effectiveness, but can also detract from it and often it is impossible to know that ahead of time. It is your responsibility to communicate to me if the dual relationship becomes uncomfortable for you in any way. I will always listen carefully and respond accordingly to your feedback. I will discontinue the dual relationship if I find it interferes with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

TERMINATION:

As set forth above, after the first couple of meetings, we will assess if we can be of benefit to you. We will not accept clients who, in our opinion we cannot help. In such a case, we will give you a number of referrals that you can contact. If at any point during psychotherapy, we assess that we are not effective in helping you reach the therapeutic goals, we are obliged to discuss it with you and, if appropriate, terminate treatment. In such a case, we would give you a number of referrals that may be of help to you. You have the right to terminate therapy at any time. If you choose to do so, we will offer you names of other qualified professionals whose services you might prefer.