



## **OFFICE POLICIES AND 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. Most of the provisions explaining when the law requires disclosure were described to you in the notice of privacy practices that you received with this form, also available at [www.pathwaystowellnessllc.com](http://www.pathwaystowellnessllc.com) under the Forms tab.

### **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; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also notice of privacy practices form).

### **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 Pathways to Wellness, LLC staff. In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Pathways to Wellness, LLC staff will use clinical judgment when revealing such information. Pathways to Wellness, LLC staff will not release records to any outside party unless so 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 Pathways to Wellness, LLC staff become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, Pathways to Wellness, LLC staff will do whatever Pathways to Wellness, LLC staff 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, Pathways to Wellness, LLC staff may also contact the police, hospital, or 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 so instruct, only the minimum necessary information will be communicated to the carrier. Unless authorized by you explicitly, the psychotherapy notes will not be disclosed to your insurance carrier, but may be reviewed by your insurance company in the case of an audit. Pathways to Wellness, LLC staff have no control or knowledge over what insurance companies do with the information Pathways to Wellness, LLC staff 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 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 have been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

### **Electronic Health Record and Billing System**

Pathways to Wellness, LLC currently utilizes Empathic software for its electronic health record and billing. Note that the Empathic software has been approved as HIPAA compliant. The billing that is sent through Empathic runs through a billing clearinghouse Office Ally which has also been deemed compliant.

### **Maintenance of Client Records**

By Colorado law, Pathways to Wellness, LLC will maintain adult client records for seven years following the date of the client's last session after which time said records will be destroyed. For child and adolescent clients, Pathways to Wellness, LLC will maintain child/adolescent client records for seven years following the child/adolescent's eighteenth birthday not to exceed a total of 12 years following the last day of treatment.

### **Confidentiality of e-mail, cell phone, and fax communication**

It is very important to be aware that e-mail and cell phone (also cordless phone) communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. 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. Faxes can be sent erroneously to the wrong address.

Please notify Pathways to Wellness, LLC staff 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 e-mail or faxes in emergency situations.

### **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 that 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) nor your attorney, nor anyone else acting on your behalf will call on Pathways to Wellness, LLC staff to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested. Nor will you, your attorney, or anyone else acting on your behalf request Pathways to Wellness, LLC staff to interact with the court either in person, via phone or conference call, or in any written format. If you, your attorney, or any other representative subpoenas Pathways to Wellness, LLC staff there is a minimum \$1600 per (eight hour) day fee (\$800 per half day) for Pathways to Wellness, LLC staff to appear and/or to testify. If you, your attorney, or any other representative subpoenas communication from Pathways to Wellness, LLC with the court as described above, there is a minimum charge of \$300 per communication. Please request a trial fee schedule for details on legal fees including additional fees for preparation, expenses incurred by Pathways to Wellness, LLC, and other relevant fees. These fees are non-negotiable and will not be covered by your insurance.

### **Consultation**

Pathways to Wellness, LLC staff consult regularly with other professionals regarding our 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, Pathways to Wellness, LLC staff will release information to any agency/person you specify unless Pathways to Wellness, LLC staff conclude that releasing such information might be harmful in any way.

## **Telephone and emergency procedures**

If you need to contact Pathways to Wellness, LLC staff between sessions for the purpose of scheduling and rescheduling appointments, please send a text to Pathways to Wellness, LLC staff or leave a voice mail message. Pathways to Wellness, LLC staff check messages about once a day (but never during the nighttime) from Tuesday through Saturday, unless Pathways to Wellness, LLC staff are out of town. Pathways to Wellness, LLC staff check the messages less frequently on weekends (Sundays and Mondays) and holidays. In the case of a life threatening emergency, call 911 or go to your local Emergency Department. If a mental health crisis arises, you can call 1-800-SUICIDE (1-800-784-2433) or for military contact 1-800-273-8255 and Press 1. Please bring other relevant treatment needs to session, as Pathways to Wellness, LLC staff cannot offer treatment over the phone or email.

## **Payments and insurance reimbursement**

Pathways to Wellness, LLC accepts both insurance and private pay billing. Clients wishing to pay privately, without use of insurance, are expected to pay the standard fee of \$120 per 60 minute session at the end of each session unless other arrangements have been made with the consent of clinician including former sliding scale clients who pay \$80 per 60 minute session. In the case of private pay, the client is expected to sign a waiver indicating they do not wish to bill insurance and that they do not have Medicaid (Federal Law prohibits providers from accepting out of pocket payment from Medicaid members). Note that this private pay rate is reduced from the standard rate of \$160 per 60 minute session billed for insurance. Group sessions are billed at a rate of \$40 per 60 minute group with a private pay discount to \$30 per 60 minute group. Group Acudetox sessions are all \$15 private pay per participant; insurance will not be billed for group Acudetox. Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, and so forth, will not be charged at this time, unless indicated and agreed otherwise. Thus, we encourage you to make an appointment if your concern is a clinical issues and requires more than 10 minutes outside of the therapy session. Please notify Pathways to Wellness, LLC staff if any problem arises during the course of therapy regarding your ability to make timely payments.

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. Unless agreed upon differently, Pathways to Wellness, LLC staff will provide you with a copy of your receipt upon payment. As was indicated in the section "Health Insurance and Confidentiality of Records," you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems that are the focus of psychotherapy are reimbursed by insurance companies. **It is your responsibility to verify the specifics of your coverage. You are responsible to pay for any services rendered not covered by your insurance company.** If you have not paid your bill within 90 days of receiving it Pathways to Wellness, LLC reserves the right to send your bill to a collections agency to recover the cost of services provided. Prior to doing so, you will be notified and given an opportunity to work out a payment plan.

## **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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Pathways to Wellness, LLC staff and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in El Paso County, Colorado in accordance with the rules of the American Arbitration Association, that 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, Pathways to Wellness, LLC 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.

Pathways to Wellness, LLC staff 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, and so forth, or experiencing anxiety, depression, insomnia, and so forth. Pathways to Wellness, LLC staff 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, Pathways to Wellness, LLC staff is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. These approaches include EMDR, behavioral, cognitive-behavioral therapy, narrative therapy, Rogerian approach, psychodynamic therapy, mindfulness, dialectical behavioral therapy, motivational interviewing, yoga psychotherapy, 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, Pathways to Wellness, LLC staff will discuss with you (client) his/her working understanding of the problem, treatment plan, therapeutic objectives, and 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, Pathways to Wellness, LLC staff'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. If you could benefit from any treatment that Pathways to Wellness, LLC staff does not provide, s/he has an ethical obligation to assist you in obtaining those treatments.

## **Termination**

As set forth above, after the first couple of meetings, Pathways to Wellness, LLC staff will assess if s/he can be of benefit to you. Pathways to Wellness, LLC staff does not accept clients who, in his/her opinion, s/he cannot help. In such a case, s/he will give you a number of referrals that you can contact. If at any point during psychotherapy, Pathways to Wellness, LLC staff assesses that s/he is not effective in helping you reach the therapeutic goals, s/he is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, s/he would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Pathways to Wellness, LLC staff 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, Pathways to Wellness, LLC staff will assist you in finding someone qualified, and, if s/he has your written consent, s/he 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, Pathways to Wellness, LLC staff will offer to provide you with names of other qualified professionals whose services

you might prefer. **If you have not attended an appointment or had contact with Pathways to Wellness, LLC staff in a month or more regarding future appointments, your case will automatically be closed.** You are welcome to return as a new client as clinically appropriate. In the case of child clients whose parents are divorced, all legal parents/guardians agree that they will not terminate therapy abruptly. Specifically, parents will allow one final session for the purpose of termination with the child client; one or both parents can attend that session during which Pathways to Wellness, LLC staff will process the termination with the child including that Pathways to Wellness, LLC staff is not choosing to terminate therapy thus not rejecting the child.

### **Dual relationships**

Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Pathways to Wellness, LLC staff's objectivity, clinical judgment, or therapeutic effectiveness or can be exploitative in nature. Pathways to Wellness, LLC staff will assess carefully before entering into nonsexual and non-exploitative dual relationships with clients. Colorado Springs is a relatively small community and many clients know each other and Pathways to Wellness, LLC staff from the community. Consequently, you may bump into someone you know in the waiting room or into Pathways to Wellness, LLC staff out in the community. Pathways to Wellness, LLC staff will never acknowledge working therapeutically with anyone without his/her written permission.

Many clients choose a person as their therapist because they know him/her before they enter into therapy with him/her and/or are aware of his/her stance on the topic. Nevertheless, Pathways to Wellness, LLC staff will discuss with you, his/her client(s), the often-existing complexities, potential benefits, and difficulties that may be involved in such relationships. 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, the client's, responsibility to communicate to Pathways to Wellness, LLC staff if the dual relationship becomes uncomfortable for you in any way. Pathways to Wellness, LLC staff will always listen carefully and respond accordingly to your feedback. Pathways to Wellness, LLC staff will discontinue the dual relationship if s/he finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

### **Cancellation**

Since scheduling of an appointment involves the reservation of time specifically for you, and therapy will not be effective if you are not attending your appointments, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment. Unless we reach a different agreement, **a \$50 fee will be charged for sessions missed without such notification due before scheduling our next appointment**, no exceptions unless by the consent of Pathways to Wellness, LLC staff. This policy will be consistently enforced effective 12/11/2017 going forward with no exceptions. Most insurance companies do not reimburse for missed sessions. In the case of child clients, the parent responsible for bringing the client to therapy on the day of a late cancelation or no show will be responsible for the fee. In the case of adolescent clients, the adolescent is responsible for the fee but if s/he does not pay it, both parents will bear the responsibility for the fee. If you have five late-cancel or no-show appointments within a year of each other, we will discuss your commitment to treatment and the possibility of closing your case with a referral if you need additional services at the time. In the case of clients whose insurance policy does not allow the client to be billed for a no show fee (e.g., Medicaid), after the first no show, we will discuss barriers to attending your appointment. After the second no show within a year from the first, we will continue discussing barriers to attending your appointments as well as if therapy is a priority. After the third no show within a year from the first no show, I will help you find alternative services for your treatment and terminate our therapy relationship.