

Professional Counseling Services Policy Agreement

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and I will answer any questions you may have regarding the content. When you sign this document, it will represent an agreement between us.

Professional counseling information:

- A. Counseling is a process that occurs as part of a relationship. I understand that evaluation and counseling are not exact sciences, and I acknowledge that no guarantees have been made to me as to the results to be achieved there from.
- B. I believe that you are the expert at living your life. My counseling service is provided in a manner that always respects your need and ability to live your own life in the best way that you can. In the absence of an emergency or extraordinary circumstances, no substantial counseling procedures will be undertaken unless and until you have had an opportunity to discuss the procedures with me to your satisfaction.
- C. You have the right to consent, or refuse consent to any proposed therapeutic course.
- D. You will not be involved in any research or experimental procedure without your full knowledge and consent.
- E. Suggested written material on mental health topics reflects the opinions of the authors and not necessarily my own.
- F. Any fee associated with a referral outside the counseling services of J. Patrick Meagher is the responsibility of the client and not J. Patrick Meagher.
- G. I understand that Administrative Staff of J. Patrick Meagher may contact me when necessary regarding my current treatment for reasons such as scheduling appointments.
- H. If there has been no client contact within 60 days, it is the policy of J. Patrick Meagher to close the case.
- I. I have been given the "Notice of Privacy Practices" and an opportunity to read it.

Sessions:

I schedule appointments that are approximately 50 minutes in length and the appointments set on the hour or half hour. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Insurance and Employee Assistance Program Services will not reimburse for missed appointments.

Professional Fees:

My hourly fee is \$110. In addition to scheduled appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include writing reports, telephone conversations lasting longer than 5 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Due to the difficulty of legal proceedings, I charge \$150 per hour for preparation, driving time, and attendance at any legal proceeding.

Billing and Payments:

In general, clients from Employee Assistance Programs (EAP's) are not billed for services, but rather you or your family member's EAP is billed. Otherwise, you will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. 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 payments, including collection agencies or small claims court. If such legal action is necessary, the costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided and the amount due.

Insurance Reimbursement:

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. I will file an insurance claim with your insurance company, but you are responsible for the full payment of my fees not covered by your insurance. It is important that you find out exactly what mental health services your insurance policy covers.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies state they keep such information confidential, I have no control over what

they do with the information once it is in their hands. In some cases, they may share the information with a national medical information data bank.

Confidentiality:

In general, the privacy of all communications between a client and a therapist is protected by law, and I can only release information about our work to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal situations I may be court ordered to testify or case record subpoenaed if the court determines that the issues demand it.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I must reveal some information about a client's treatment. For example, if I believe that a child (elderly person or disabled person) is being abused, I am mandated to file a report with the appropriate state agency.

If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I believe that it is important to our work together for you to know.

You should be aware that I need to share protected information with administrative staff for administrative purposes, such as scheduling and billing. Administrative staff is bound by the same rules of confidentiality as all health care professionals.

Professional Records:

The laws and standards of my profession require that I keep counseling records (please refer to the Notice of Privacy for additional information). My Retention and Destruction of Records policy is to maintain the records for a period of 7-8 years pending the state, federal, and applicable licensure guidelines. At the end of the appropriate time the records are shredded according to HIPPA criterions.

Minors:

If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern.

Contacting Me:

I am often not immediately available by telephone. While I am in the office, I probably will not answer the telephone when I am with a client. When I am unavailable, my telephone is answered by a voicemail. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays. My business mobile number is also made available on my office voicemail service. If you are difficult to reach, please inform me of the best times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call, or call 911. If I will be unavailable for an extended period, I will provide the name of a colleague on my voicemail to contact in an emergency. It will be your responsibility to follow-up with the colleague named, and, if necessary, he or she will contact me.

Social Media:

I do not communicate with or contact any of my clients through social media platforms (e.g., LinkedIn, Facebook, Twitter).

Email:

I use email only for administrative purposes in response to client email requests. That means email exchanges are limited to matters like setting and changing appointments, billing issues, and intake forms.

Text Messaging:

I do not text message to, nor do I respond to text messages from my clients. The exception being that I will, as humanly possible and preferably by phone, respond to client text requests to schedule or reschedule appointments.

Website:

I have a website through Psychology Today at JPMeagher@Counseling.com with information about my practice (including forms) that you are welcome to access and review.

