

Office Policies & General Information Agreement for Psychotherapy Services



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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 (client's) written permission, except where disclosure is required by law.

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 the doctor 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 the doctor. 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. The doctor will use his clinical judgment when revealing such information. The doctor will not release records to any outside party unless he 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 the doctor becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he 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, he may also contact the person whose name you have provided on the biographical sheet.

Health Insurance & 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 the doctor, only the minimum necessary information will be communicated to the carrier. The doctor has no control or knowledge over what insurance companies do with the information submitted 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 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-ins and unauthorized access. Medical data has also been reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

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) nor your attorney, nor anyone else acting on your behalf will call on The doctor to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation: Occasionally the doctor may consult with other professionals regarding a client case; however, all clients' identities remain completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell Phones, Computers and Faxes: It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily 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, the doctor's e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. The doctor's computers are equipped with a firewall, a virus protection and a password and he also backs up all confidential information from his computers onto a backup drive. The backup drive is stored securely off-site. Please notify the doctor 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 fax. Please do not use e-mail or faxes for emergencies.

Records and Your Right to Review Them: Both the law and the standards of my profession require that I keep appropriate treatment records. As a client, you have the right to receive a summary of your records at any time, except in limited legal or emergency circumstances or when the doctor assesses that releasing such information might be harmful in any way. In such a case the doctor 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. The doctor will release information to any agency/person you specify unless the doctor assesses that releasing such information might be harmful in any way.

Telephone & Emergency Procedures: If you need to contact the doctor between sessions, please leave a message on the answering service (727)-518-7294 and your call will be returned as soon as possible. The doctor checks his messages a few times during the daytime only, unless he is out of town, weekends and holidays. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away, you can call the PEMHS Hotline (24-hour crisis line) at (727) 791-3131, the Police (911), or the Crisis Hotline (Info Number 211). **Please do not use e-mail or faxes for emergencies as emails are not checked on a regular basis.**

Payments & Insurance Reimbursement:

Patients without insurance are expected to pay in full at the time of service. Patients with insurance are expected to pay co-pay amount at the time of each visit. If during the course of treatment, insurance is terminated for any reason or maximum is paid out by insurance per episode or yearly maximum is met, patient will be considered to be a self-pay basis.

If your insurance payment is not received within 60 days, or if the amount paid by your insurance is less than expected, due to deductible, exclusion, lack of medical necessity or lack of benefits, you will be responsible for the remainder of the balance.

Returned Check Charge

There is a \$30.00 fee for any returned checks. If your account goes into default and it is necessary to submit for collection an annual interest rate of 1.5% will be incurred on the balance in addition to any collection fees.

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 the doctor 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 shall be submitted to and settled by binding arbitration in Pinella County, Fl. 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. The doctor 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 attorney's 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. The doctor 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. The doctor may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about or handling situations. This 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, another family member views a decision that is positive for one family member quite negatively. 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, the doctor is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his 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. The doctor provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment the doctor will discuss with you (client) his working understanding of the problem, treatment plan, therapeutic objectives and his 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 doctor'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 the doctor does not provide, he/she has an ethical obligation to assist you in obtaining those treatments.

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

Dual Relationships: Not all dual relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs the doctor's objectivity, clinical judgment or therapeutic effectiveness or that can be exploitive in nature. The doctor will carefully assess before entering into nonsexual and non-exploitative dual relationships with clients. It is possible that you may bump into someone you know in the waiting room or into the doctor out in the community. The doctor will never acknowledge working with anyone without his or her written permission.

Cancellation: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 full day) notice is required for re-scheduling or canceling an appointment (e.g., for a Friday 12:00pm appointment, cancellation must be made before 12:00pm Thursday). Also, for appointments that fall on Mondays, cancellation must be made by the previous Thursday evening. The doctor's practice is very busy and he keeps a waiting list of people who are seeking cancellations. He can almost always fill the appointment time if he has the required advance notice. The full fee for the session will be charged for sessions missed without the required advance notice. This is a standard policy for most clinical psychologists and ensures a full schedule for the doctor. Thank you in advance for your understanding and agreement to comply with this policy. It is also important to note that most insurance companies do not reimburse you for missed sessions fees.

Courtesy Calls

While the office makes every effort to make a courtesy call to you on a day prior to your scheduled appointment, it is not our responsibility to do so. If you do not receive a reminder call (i.e., the message is not conveyed to you by someone at your home, your answering machine broke, the line was busy when we called, etc.) you remain responsible to know your appointment time. Please do not rely on such calls in lieu of a calendar. By signing below you authorize this office to leave a message on your answering machine about your upcoming appointment.

There will be a charge for all paperwork, letters, and records in addition to the office charge.

I have read the above Office Policies and General Information Agreement carefully, (total 5 pages) I understand them and agree to comply with them:

Client name (print)

Date

Signature

Guardian name (if applicable-print)

Date

Signature