



## Life Matters Counseling, PLLC

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### ***PRACTICE POLICIES***

#### **GENERAL INFORMATION**

We appreciate you selecting Life Matters Counseling, PLLC to provide your psychological or counseling services. The following information is designed to give you a clear understanding of our policies.

We believe that your life matters – to you, to others, and to God. We honestly (and humbly) believe that we have been trained and given the opportunity to come alongside people in the matters of life that may be difficult to face alone. In John 10:10, Jesus said, “I came that they may have life, and have it abundantly.” Therapy is designed to help you develop and be proud of your ability to face life’s matters, and to engage in life more wholeheartedly.

Therapists at Life Matters Counseling are licensed by the state of Tennessee to provide mental health services. We offer therapy for individuals, couples, and groups. The type of psychotherapy we offer is from a Christian perspective.

It is important for you to understand that we operate from this value system. If you have any questions about our approach, values, or worldview, please ask us during your first meeting.

Please read the information that follows carefully, and feel free to ask questions about anything that seems unclear. Your signature indicates that you understand the information written and indicates your consent and agreement to these conditions.

#### **PSYCHOTHERAPY**

The purpose of psychotherapy is to help you more fully understand yourself and to help you learn more effective problem solving skills. Psychotherapy can lead to a new perspective and a clearer sense of goals and values. In addition, psychotherapy can help provide a greater sense of personal effectiveness and the ability to relate more effectively with others. One potential benefit to counseling/ therapy is the ability to detect, challenge, and change those beliefs and experiences that create, maintain, and worsen feelings such as depression, anxiety, fear, panic, etc.

Additionally, as Christians, we believe therapy can also help people gain new understanding about their problems and learn new ways of applying God’s truth to their lives.

Sometimes there are potential risks involved in psychotherapy as well as benefits. For example, psychotherapy may involve recalling unpleasant memories or experiencing uncomfortable emotions. Some people report feeling worse before they start feeling better. In addition, it is possible that changes made in psychotherapy can lead to stress in significant relationships. While it is our responsibility to provide professionally competent and ethical services, we cannot promise or guarantee any specific outcome from psychotherapy. However, we will work in cooperation with you to help you reach your personal therapy goals.

The process of therapy requires a commitment of time and energy from both you and your therapist. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Our goal is to form a healthy therapeutic relationship with you. To this end, we will regularly review your goals, direction, and progress of therapy. You can also ask your therapist to do this at any point in your sessions.

Therapy may last for a brief period of time, or an extended period of time depending on the concerns that are being addressed. When you have accomplished your goals, it will be time to end therapy. The process of ending therapy, called “termination,” can be a very valuable part of our work. Stopping therapy should not be done casually.

In the case that you wish to end therapy, experience and training as therapists has taught us that it is beneficial to meet for at least one last session to review our work together. In this case, we would review your goals, the work we have done, and any future work that needs to be done. If you would like to take a “time out” from therapy, to try it “on your own,” a session to discuss your goals and plans can make such a “time out” more effective. If for some reason treatment is not going well, we may suggest that you consider seeing another therapist for an evaluation or treatment. Treating you ethically means that we may not be able to continue treating you if therapy is not working for you. Additionally, you or your therapist may decide to end therapy if either of us believes it is in your best interest. There is no obligation other than to pay for services that have already been rendered. We can provide you with names of other qualified professionals, if you so desire.

It is important that you and your therapist have a positive working relationship. If this is not the case, we encourage you to discuss your concerns with your therapist so that any problems may be resolved. Working through this kind of interpersonal difficulty with a therapist may help you learn more effective tools to do the same in other relationships.

Lastly, Psychologists and Licensed Professional Counselors are not permitted to provide any medication or medical treatments. If medication seems indicated, we maintain close working relationships with a number of physicians, and will be glad to refer you to these practitioners. Additionally, if you are currently taking medication related to mental health, we will be happy to work with your physician to provide continuity of care. Furthermore, we are not able to give you qualified advice in law, medicine, financial planning or any other professional viewpoints.

## APPOINTMENTS

Life Matters Counseling, PLLC is open from 8:00am until 5:00pm on Monday through Thursday. Early morning or evening appointments are sometimes available. Our telephone number is (901) 737-9533.

Patients are seen by appointment only. Appointments are scheduled by calling Life Matters Counseling, PLLC, or through the client portal service. Appointments are 50 minutes, although extended sessions are available. Please be prompt to your session in order to take advantage of the full time.

If you are unable to keep an appointment, please notify our office at least 24 hours in advance. **Unless 24 hours notice is given, you will be expected to pay for the missed appointment.** A 2-hour session requires 48 hours notice to cancel without penalty. Appointments that are scheduled to last three or more hours require 5 days notice to cancel without penalty.

We are not responsible for children left unattended in the waiting area. For their own protection, we ask that children under the age of sixteen (16) not be left alone during your appointment. **Bringing children to wait in the waiting area during your session will result in the forfeiture of your appointment and a late cancellation charge.**

In the event of bad weather (e.g. snow and ice) we usually follow the Shelby County Schools closing/opening during inclement weather. However, it is strongly recommended that you call to make sure our office is open/closed. If the roads are unsafe for travel, you will not be charged a late cancellation fee if you choose not to attend your appointment.

## PROFESSIONAL FEES

Our professional fee is \$165 per 50-minute appointment for individual, marital / couple, or family sessions. Our fee is \$65 for group sessions. Our training is as outpatient therapists, therefore we do not provide inpatient treatment or home visits. However, should you need inpatient or residential care, we will work with your inpatient treatment team once you are discharged in order to provide continuity of care.

If you need us to provide services outside the normal therapy session (e.g.: non-emergency phone consultations with you that last longer than 5 minutes, extensive report writing, preparation of records, etc.) we reserve the right to charge our normal rate of \$165 per hour with a minimum of \$85 for the initial 30 minutes, and billed in 30 minute increments. (Please refer to the section on *Communication* below.)

You will be expected to pay for each session at the time of your appointment, as well as any fees for missed appointments. If you arrive unprepared to pay for your session, your appointment will be forfeited and a late cancellation fee will be charged. We accept checks, cash (the exact amount), credit and debit cards (VISA, MasterCard, Discover, American Express) as means of payment. There is a \$30 service charge for returned checks.

We would like you to understand why we have chosen not to accept insurance reimbursement for our services. There are some advantages to you, as our client(s):

1. Paying for psychotherapy out of pocket minimizes the exposure of your protected health information (PHI). Whenever you use insurance benefits to cover psychotherapy, the provider, albeit with your consent, has to release certain types of information to the insurance carrier in order to a) verify your eligibility for coverage, b) pre-authorize services (if applicable), and c) to process claims to obtain payment. As the result, the provider informs the insurance carrier of such personal matters as the nature of the issues you struggle with (presenting problem), psychiatric diagnosis, your treatment plan, and prognosis. In the event of Self-pay, your therapy remains completely private (with the exceptions to confidentiality such as in the event of persistent suicidal ideation, etc.). No reports of your treatment are shared with your insurance and all records remain with the therapist only.
2. Furthermore, the advantage of Self-Pay includes the fact that no records of therapy exist in the Medical Information Bureau. MIB records of your therapy could potentially compromise your ability to get current or future life, health, disability, or long-term care insurance. Self-Pay, thus, involves no psychiatric diagnosis code. If, however, you were using your insurance benefits, you would have to be assigned a psychiatric diagnosis in order for the provider to justify the medical necessity for the services provided. Once such diagnosis code is recorded by the insurance, it becomes part of your health care record.
3. Since there are certain types of therapy that may not be covered by your insurance, such as relationship or couples therapy or group therapy, and certain modalities of therapy that might not be covered by your insurance, Self-Pay allows you to stay in control of your treatment. Self-pay allows you to also determine the length of your treatment based on your needs rather than on the basis of the allotted session benefits.

Please remember that we have a professional relationship with you and not with your insurance company. **Fees are charged to you, as the client, and we cannot accept responsibility for collecting your insurance claim or for negotiating a settlement on a disputed claim.** We will be happy to provide you with a receipt that shows our provider information, along with the fees charged, services provided, diagnosis (if one is warranted), date of service, etc., so that you might file your insurance claim, if you so choose. We are considered to be “out-of-network” providers by insurance companies. Please understand, that this means you are responsible for your bill regardless of the action of your insurance company. In the event this office inadvertently receives an insurance payment for your services, this office will redirect the payment back to the carrier and instruct them to pay the client or insured directly.

If you do decide to submit your receipts to your insurance company for reimbursement it will become part of your personal medical record in their files. All insurance companies / managed care companies claim to keep such information confidential, but once it is in their hands, we have no control over what they do with this information. In some cases, they may share the information with a national medical information data bank (such as the MIB - Medical Information Bureau). Because of the potential for loss of privacy, some clients prefer to make other financial arrangements and not file insurance claims.

*Special Notice for Medicare Patients:* Tonia Long, Ph.D. has elected to opt-out of the Medicare programs. You will be required to sign a *Notice to Medicare Patients Private Contract Agreement* form on your initial visit, explaining our opt-out policy and that you understand you will not be allowed to bill Medicare for our services. Chris Pekary, LPC-MHSP is not an approved Medicare provider.

*Special Notice for Legal Depositions or Judicial Cases:* Should we become involved in any legal matter, such as giving testimony, depositions, etc., our fee for being deposed or compelled to appear in judicial cases is \$400 per hour for preparation, review of materials, travel time, court time, and any other time involved. There is a minimum charge of \$1000 in such instances. Please see our notes under *Confidentiality* below.

## COMMUNICATION

We strive to return telephone calls as soon as possible. It is important that you understand that when we are in session with clients, we are not going to be interrupted for incoming calls. If you are unable to reach us during normal business hours, and feel that you cannot wait for us to return your call, contact your family physician, go to the nearest emergency room, or call 911.

The telephone is not the best manner by which to deal with therapy issues. Telephone calls should primarily be used for brief questions, or for scheduling appointments. Telephone consultation with your therapist that exceeds 5 minutes may be charged at the normal therapy rates (see the section on *Professional Fees* above). However, in certain situations you may feel that an extended phone consultation is necessary. If so, your therapist will charge our normal hourly rate for a counseling / therapy session.

In case of an emergency, after normal business hours, our automated answering service will take your message and contact either your therapist, or the therapist who is on-call for Life Matters Counseling, PLLC, to return your call. On-call responsibilities are shared by the therapists at Life Matters Counseling, PLLC, therefore, your call may be handled by another therapist. If your therapist will be unavailable for an extended time, he/ she can provide you with the name of a colleague at Life Matters Counseling, PLLC, or another licensed mental health professional, if necessary.

Regarding email communication, our scheduling software does allow you the option of having an email reminder sent to you at least 24-hours before your scheduled appointments. Clients can choose whether to participate in this free service by signing the *Client Email Informed Consent* form. **Please, do not use email for emergency contact.**

It is our practice that we DO NOT connect with our clients on social media. Due to the lack of confidentiality, we will not follow you on Twitter, friend you nor receive “friend requests” from you on Facebook, or connect on any form of social media. We do this as a way to best protect your confidentiality.

## WHAT TO EXPECT FROM OUR RELATIONSHIP

As professionals, we will use our best knowledge and skills to help you. This means that psychologists follow the standards of the American Psychological Association (APA), and Licensed Professional Counselors follow the standards of the National Board of Certified Counselors (NBCC). In your best interests, the APA & NBCC puts limits on the relationship between a therapist and a client, and we will abide by these. Let us explain these limits, so you will not think they are personal responses to you.

In our efforts to protect your confidentiality (as explained in more detail below) and to protect the safety and boundaries of the therapy relationship, we want to clarify expectations about how we will behave if we ever run into each other in a public setting. If we meet on the street or at a social function, we will let you initiate whether or not you say hello, or engage in a polite conversation. We will not initiate with you. Again, our behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

In your best interest, and following our professional standards, your therapist can only be your therapist. Your therapist cannot have any other role in your life. Your therapist cannot, now or ever, be your close friend or

socialize with any clients. We cannot provide psychological or counseling services to someone who is already a friend. Your therapist can never have a sexual or romantic relationship with any client during, or after, the course of therapy. We cannot have a business relationship with any of our clients, other than the therapy relationship. We are here to provide care to you, and will never expect you to provide care to us. Therapy is a real, though unique, relationship between a client and a therapist. Therapists are sometimes seen as an important part of a person's support system. Some clients may politely offer an invitation to important events, such as parties or weddings. We want to be clear that we will need to decline such invitations.

## **CONFIDENTIALITY**

Within the limitations discussed below, all information that you share during the course of psychotherapy will be kept confidential and will not be released to anyone without your permission and written consent. However, there are certain circumstances in which we are, or may be, required to break confidentiality. These are explained in detail in the *Patient Notification of Privacy Rights* and include: 1) child abuse; 2) adult domestic abuse, or the abuse of an elderly or disabled adult; 3) administrative action by Tennessee health related licensing boards; 4) serious threat to the health or safety of yourself or others; or 5) if your psychological health becomes an issue in a lawsuit.

Information revealed in marital/ couples therapy is protected by privileged communication in Tennessee and requires written permission of **both parties** in order for it to be waived. When working with couples, we adopt a "no secrets" policy; that is, should we speak with either party (e.g. via telephone), we reserve the right to disclose any information to the other party if we believe the information is relevant to the counseling/ therapy process.

*SPECIAL NOTE:* Because of our Christian perspective, we encourage reconciliation when relationships are damaged. When a family is confronted with separation or divorce, it is hard on everyone. It is important when working as a couple that each person feels safe to speak openly and honestly, without fear that material revealed in therapy will be used in a negative fashion in court. In order to provide a safe environment for couples to work, it is important that you agree not to call your therapist as witness, nor attempt to subpoena records in the event that you choose to pursue a divorce. While a judge may overrule this agreement and issue a court order for information, your signature below reflects your agreement not to call your therapist as a witness nor attempt to subpoena any counseling/ psychological records. In these cases, you should hire a different therapist for any testimony or evaluations you may require. We base this position on two reasons: 1) the testimony we would be asked to provide might adversely affect our therapy relationship, and we always make the therapy relationship our highest priority; 2) we are not forensically trained therapists. Should we become involved in any legal matter, such as giving testimony, depositions, etc., our fee for being deposed or compelled to appear in judicial cases is \$400 per hour for preparation, review of materials, travel time, court time, and any other time involved. There is a minimum charge of \$1000 in such instances.

Unless you specify otherwise, the professional staff of Life Matters Counseling, PLLC may consult with one another about aspects of your treatment. This may be done for consultation or to provide emergency coverage when your therapist might not be available. All such communications are confidential to the professional staff of Life Matters Counseling, PLLC and only occur for the above-mentioned reasons.

## **SUMMARY**

As mentioned in the introduction, we want you to have a clear understanding of our policies as you choose to engage in therapy services with us. Before your first session, you will be given a summary of your rights to privacy and confidentiality under HIPAA regulations, and will be asked to sign a statement that you have received this summary. If you have any questions about what you have read concerning our policies or any other area related to the services you are receiving at Life Matters Counseling, PLLC, please do not hesitate to discuss them with your therapist.