

# **Regan Hager LMHC, LLC Office Policies & Client Bill of Rights Agreement**

**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.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by 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 a client's family members communicate to Regan Hager, LMHC that the client presents a danger to others. Disclosure may also 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 Regan Hager, LMHC. 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. Regan Hager, LMHC, will use her clinical judgment when revealing such information. Regan Hager, LMHC, will not release records to any outside party unless she is authorized to do so by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where Regan Hager, LMHC, becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she 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, she 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 so instruct Regan Hager, LMHC, only the minimum necessary information will be communicated to the carrier.

Regan Hager, LMHC, has no control over, or knowledge of, what insurance companies do with the information she submits or who has access to this information.

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

**E-MAILS, TEXT, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted e-mail, texts, video conferencing and e-faxes communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. E-mails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails, texts and e-faxes that go through them. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. Please notify Regan Hager, LMHC, if you decide to avoid or limit, in any way, the use of e-mail, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts or

e-fax or via phone messages, Regan Hager, LMHC will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters. Please do not use texts, e-mail, voice mail, or faxes for emergencies.

**TELEHEALTH, VIA VIDEO CONFERENCING AND/OR TELEPHONE:**

In order to provide more comprehensive access to services Regan Hager, LMHC may offer services including therapeutic counseling, non-clinical educational services, consultation or collaboration via telephone or video forum. At present Regan Hager, LMHC utilizes Zoom Video conferencing for video conferencing services with clients of therapeutic and non-therapeutic nature. Zoom is HIPPA compliant to best assure your privacy and confidentiality. Please note that if you are submitting your sessions to insurance, there may be specific stipulations as to what is covered.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of Regan Hager's profession require that she keep treatment records for at least 7 years. Unless otherwise agreed to be necessary, Regan Hager, LMHC retains clinical records only as long as is mandated by Florida law. 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 Regan Hager, LMHC assesses that releasing such information might be harmful in any way. In such a case, Regan Hager, LMHC 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, and upon your request, Regan Hager, LMHC will release information to any agency/person you specify unless Regan Hager, LMHC assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, Regan Hager, LMHC will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Regan Hager, LMHC, between sessions, please text or leave a message at (850) 462-3595 and your call will be returned as soon as possible. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services. PENSACOLA WEST FLORIDA HOSPITAL PAVILION: (850) 494-5000, or the Police: 911. Please do not use email, Text or fax for emergencies. Regan Hager, LMHC does not always check her email text or faxes daily.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients are expected to pay the standard fee of \$125 per 50-minute session at the end of each session unless other arrangements have been made. Annual Fee assessments and increases are part of normal business practices and will incur adjustments over time. When such changes occur, they will be discussed in advance and agreed upon before services are rendered and charged at the adjusted rate. If you chose not to continue with services per the adjusted rate Regan Hager, LMHC may refer you to other treatment options upon request. Please notify Regan Hager, LMHC, if any problems arise 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. Regan Hager, LMHC will provide you with a copy of your receipt for payment of services, also called a 'Super-Bill', upon request. You can then submit this to your insurance company for out-of-network reimbursement, if you so choose. As was indicated in the section, *Health Insurance & 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, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written, agreed upon payment plan Regan Hager, LMHC can use legal or other means (courts, collection agencies, etc.) to obtain payment.

**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 Regan Hager, LMHC, and the 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 should be submitted to and settled by binding arbitration in Escambia 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, Regan Hager, LMHC 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 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. Regan Hager, LMHC 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. Regan Hager, LMHC may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which 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, Regan Hager, LMHC 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, but are not limited to, EMDR, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational and health realization. Regan Hager, LMHC, **provides neither custody evaluation recommendation** nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

**TERMINATION:** As set forth above, after the first couple of meetings, Regan Hager, LMHC, will collaboratively assess with you if she can be of benefit. Regan Hager, LMHC, does not work with clients who, in her opinion, she cannot help. In such a case, if appropriate, she will give you referrals that you can contact. If at any point during psychotherapy Regan Hager, LMHC, either assesses that she is not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, she will discuss with you the termination of treatment and conduct pre-termination counseling. In such a case, if appropriate and/or necessary, she may offer referrals that may be of help to you. If you request it and authorize it in writing, Regan Hager, LMHC, 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, Regan Hager, LMHC, can provide referrals that you may want to contact. If she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose

to do so, upon your request and if appropriate and possible, Regan Hager, LMHC, will provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Regan Hager's objectivity, and clinical judgment or can be exploitative in nature. Regan Hager, LMHC, will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, military bases, university campus, etc., multiple relationships are either unavoidable or expected. Regan Hager, LMHC, will never acknowledge working with anyone without his/her written permission. Many clients have chosen Regan Hager, LMHC, as their therapist because they knew her before they entered therapy with her, and/or are personally aware of his/her professional work and achievements. Nevertheless, Regan Hager, LMHC, will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise Regan Hager, LMHC, if the dual or multiple relationships becomes uncomfortable for you in any way. Regan Hager, LMHC, will always listen carefully and respond to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

*\*\*Please note that if Regan Hager, LMHC see's you outside of the office, she will not approach you unless you initiate such interaction, in order to protect and respect your privacy. \*\**

**SOCIAL NETWORKING AND INTERNET SEARCHES:** Regan Hager does not accept friend requests from current or former clients on social networking sites, such as Facebook. Regan Hager, LMHC, believes that adding clients as friends on these sites and/or communicating via such sites is likely to compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed or canceled within 48 hours of scheduled appointment. *Most insurance companies do not reimburse for missed sessions.*