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# Professional Disclosure and Informed Consent Statement for Treatment with Justin Gasdia, M.A., LPCA.

Deciding to begin counseling is an important decision. Thank you for choosing to take these important next steps with me!

I understand that you may have lots of questions. Our partnership will be a unique professional therapeutic relationship based on confidentiality and contractual agreements. This document is intended to inform you of your rights, policies, laws, and other vital information to help answer your questions.

Most of this document is mandated by South Carolina State law and Public Law 104-91; it is provided for your protection. Palmetto Counseling Associates, LLC has tried to anticipate the risks you may face as a result of being in counseling. If you have any questions regarding any documents you have received, please feel free to discuss them with Justin Gasdia.

Please read this document thoroughly. By signing the end of this document, you agree that you have read the entire document and understand and agree with the terms therein. If you have any questions or concerns, please ask, and I will do my best to provide the information you need to make a fully informed decision.

#### Health Insurance Portability and Accountability Act of 1996 (HIPAA)

This notice describes how medical information about you may be used and disclosed and how you can access this information. This document may be updated without notice. A copy of this statement is always available upon request. All information revealed by you in a counseling or therapy session and most information placed in your file (all medical records or other individually identifiable health information held or disclosed in any form [electronic, paper, or oral]) is considered "protected health information" by HIPAA. As such, your protected health information **cannot be distributed to anyone else without your express informed and voluntary written consent or authorization**. The exceptions to this are defined in the "Limits to Confidentiality" section of this document. Additional information regarding your rights as a client can be found within this Professional Disclosure and Informed Consent for treatment document. As a client, you have the right to receive a history of all disclosures of protected health information. You will be required to pay any copying fees at \$0.20 per page.

#### **Contact Information / Accessibility**

I use HIPAA-compliant software to manage client portal access and documentation, scheduling, appt. text reminders, cancellations, or other simple communications. There will be no inclusion of therapeutic content communicated via text messaging. Please be aware that any form of electronic communication cannot guarantee confidentiality. Texts are used with the understanding that *you and you alone* will receive messages sent to the number you provide. You are free to opt out of this form of communication upon request. You may contact me through Palmetto Counseling Associates.

- Administrative Office Hours
- 8:30 a.m. 5:30 p.m. Monday through Thursday
- 8:30 a.m. 12:00 p.m. on Friday.
- Clients are seen by appointment only.
  - o Special appointments for evenings, weekends, and other selected times can be considered.
- Phone number: 803-254-9767
- Fax number: 803-254-9740
- Email address: justingasdia@palmettocounseling.com
- The practice manager for Palmetto Counseling Associates is Debbie Russell. She is a confidential administrator under state and federal law. She will be your primary contact for appointments, issues, concerns, or positive feedback.

I am not accessible 24 hours per day. If you cannot reach me during regular business hours, please leave a message or voicemail. I will attempt to respond within one business day. **NO means of contact in this document are to be used for emergencies**. See the "In Case of Emergency" section below.



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#### In Case of an Emergency

- In the event of an emergency, call 911, go to the nearest emergency room, or call one of the numbers below.
- Three Rivers Behavioral Health 2900 Sunset Blvd. West Columbia, (803) 796-9911
- Richland Springs of Prisma Health 11 Richland Medical Park Dr. Columbia, (803) 434-4800
- National Suicide Prevention Lifeline (800) 273-8255
- Emergency phone line for after-hours: (803) 397-6739.

#### **Limits to Confidentiality**

Session content and all relevant materials to the client's treatment are protected by legally bound confidentiality unless the client requests in writing to have all or portions of such content released to a specifically named person(s). As a licensed professional, I am a legally mandated reporter. As such, these mandates create limitations to confidentiality that are itemized below:

- 1. If a client plans or threatens to commit suicide or otherwise conducts themselves in a manner with a substantial risk of incurring bodily harm.
- 2. If a client plans or threatens grave bodily harm or death to another person.
- 3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of neglect or physical, emotional, or sexual abuse of children under the age of 18 years.
- 4. Suspicions, as stated above, in the case of an elderly person(s) who may be subjected to these abuses.
- 5. If a court of law issues a legitimate subpoena for information stated on the subpoena.
- 6. If a client is in therapy or being treated by order of a court of law or if the information is obtained to render an expert's professional opinion.
- 7. Parents or legal guardians of non-emancipated minor clients have the right to access the minor clients' records.
- 8. Insurance companies and/or other third-party payers are given information they request regarding clients' services. Typical information requested (but not limited to) are types of service, dates/times of service, diagnosis, treatment plan, description of impairment, the progress of therapy, case notes, and summaries.

As an LPCA, I am under the supervision of Dr. Bill Rogers (MA, LPC/S, D. MIN). I will consult with him on a weekly basis. I may also consult with other professionals in their areas of expertise to provide the best treatment for you. Information about you may be shared in this context while ensuring your identity is protected. If I need to consult with your attorney, physician, or other professionals, I will ask you to sign a written consent for each professional with whom communication is necessary.

Palmetto Counseling Associates will no longer release psychotherapy notes (informal notes outside the regular treatment note) because PCA is considered a "covered entity" under Public Law 104-191, commonly known as the Health Insurance Portability and Accountability Act (HIPAA) passed August 8, 1996. Under this law, psychotherapy notes are afforded special privacy protection. Should you request remuneration from your insurance for part or your entire bill, then we will give you a receipt with the dates of your sessions and a diagnostic code which identifies the major problem(s) being addressed in therapy. If other information is required by your insurance, which is infrequent, your therapist will only do so after obtaining your consent.

#### **Limits to Confidentiality for Couples Counseling**

The following is not a legal exception to your confidentiality. However, it is a policy you need to be aware of if you agree to couples therapy with me. In couples counseling, I view the collective "couple" as the primary client. If you and/or your partner decide to have individual sessions as part of your couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy and can be discussed in our joint or individual sessions. For example, we may work on an individual basis on how to disclose a difficult secret, such as infidelity, properly. "Secrets" will not be kept from the other person indefinitely. **Thus, do not tell me anything you wish to be kept secret from your partner**.

If you are receiving the benefit of having a co-counseling team (myself and another counselor), the co-counseling team will collaborate and consult with each other regarding content shared in individual sessions to ensure the maximum benefit for the couple as the primary client. I will remind you of this policy before beginning such individual sessions.



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### **Background / Qualifications / Associations**

I live in Lexington, SC, with my wife of twenty-six years. We have four young adult children. After high school, I served in the U.S. Army as a Medical Specialist for four years. Shortly after being honorably discharged from the military, I worked as a Children's Therapeutic Aide contracted by the State Department of Health. I earned a B.S. in Organizational Leadership and have over 20 years of experience developing people, teams, and processes with FedEx (13 yrs) and Amazon (8 yrs).

Upon entering the "empty nest" season of life, I felt called to the helping professions, as I find it to be deep and meaningful work. I look forward to spending the remainder of my professional career giving back to the people of my community by providing exceptional and compassionate mental health care services.

I earned my Master of Arts (MA) in Clinical Mental Health Counseling from Liberty University's School of Behavioral Sciences, where I graduated Summa Cum Laude. I am fully insured and under the supervision of Dr. Bill Rogers (MA, LPC/S, D.MIN). I am a Licensed Professional Counselor (LPCA) in the state of South Carolina. I am certified to administer and process both the Prepare & Enrich and SYMIS marital assessments. I am currently working toward achieving CSAT certification (Certified Sexual Addictions Therapist).

I am a member of the American Counseling Association (ACA), the Chi Sigma Iota International Counseling Honor Society, and the Omega Nu Lambda National Honor Society. I am also a Distinguished Scholar with the Society for Collegiate Leadership and Achievement.

#### Therapeutic Process (Benefits and Risks)

You have taken an important step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in the therapeutic process. Therapy carries both benefits and risks. Therapy sessions can significantly reduce the amount of distress someone is feeling, improve relationships, and/or resolve other specific issues. However, therapy is not a miracle cure. I cannot guarantee that your behavior or circumstances will change due to the many variables that affect a person's life. Such exploration of unpleasant or difficult aspects of your life may trigger considerable uneasiness or uncomfortable feelings and should thus be considered as risks of therapy. Please note that Justin Gasdia is not a physician and cannot prescribe medications.

#### Therapeutic Approach

I believe in a holistic approach to well-being based on a Christian worldview. This approach encompasses a person's mind, body, spirit, emotions, environment, and relationship with others. I believe that a spiritual perspective is important in counseling. Thus I am open to exploring any religious or spiritual concerns you might have. Be assured that your unique overall worldview is vital to the healing process and will be respected and valued at all times during our work together.

My approach to counseling frequently contains more than coming to sessions and talking. Put plainly, therapy is work. To be successful, it is work that you must be willing to do, as I cannot do this type of work for you. I serve as a collaborative partner who will come along your side as a helper to do this important work on yourself. We may develop projects, activities, or reading that you can do outside the session to promote your healing and well-being further. These activities can be very helpful to ensure that the changes you experience in the sessions translate into your life outside of the session.

My theoretical orientation as a counselor is "eclectic" in nature. Meaning that I draw ideas and techniques from several clinically proven counseling approaches that are supported by peer-reviewed literature and research (e.g., cognitive behavioral therapy, client-centered therapy, choice/reality therapy, narrative therapy, motivational interviewing, existential therapy, transactional analysis).

During the first few sessions of counseling, I will encourage you to share information with me. The goal is to help me understand you and learn about the nature and history of your concerns. As such, I may inquire about several aspects of your life (e.g., work, family, social relationships, health, habits, and spirituality). I also may ask you to take clinical assessment tests or refer you to another professional (e.g., a medical doctor) to help me gain more insight into your concerns. This background information will help us clarify your needs, treatment goals, and options.

#### Therapeutic Philosophy & Mission Statement (based on John 10:10)

- Reclaim, Resuscitate, Restore Clear and prepare the field for new growth to occur.
- Sow, Sprout, Sustain Cultivate the field to sustain new growth.

**Reclaim** what has been stolen, **Resuscitate** life, and **Restore** what has been destroyed; by helping others **Sow** seeds of hope, **Sprout** faith, and **Sustain** love empowered by God's grace and mercy for the brokenhearted.

"The thief comes only to steal and kill and destroy; I (Jesus) have come that they may have life and have it to the full." -John 10:10



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#### **Tele-Mental Health Services**

If it is determined that tele-mental health / online counseling is appropriate, I, as the client, understand that tele-mental health (virtual) counseling has limitations compared to in-person sessions, among those being the lack of "personal" face-to-face interactions, the lack of visual and audio cues in the process. There are also possible limitations to confidentiality when using tele-mental health. Clients agree to take necessary measures to maintain the confidentiality they expect from the counseling services. I, the client, also understand that Mr. Gasdia follows the laws and professional regulations of the state of South Carolina and that counseling will be considered to take place in the state of South Carolina.

If a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911, or go to a hospital emergency room. When conducting a tele-mental health / online counseling session, the therapist will require the client's physical location for safety reasons.

#### **Ethical Considerations**

Mr. Gasdia is beholden to maintain all ethical standards of professional practice as enumerated by the American Counseling Association (ACA) code of ethics. Mr. Gasdia will not engage personally with a client outside of the context of this professional counseling relationship. This includes attendance at social engagements, performance/sporting events, graduations, or other such ceremonies. Mr. Gasdia will not add or "friend" a client on any *personal* social media platforms. *Any type of sexual relationship, including physical, verbal, or emotional flirtation, is never appropriate and will not be condoned or tolerated.* 

Mr. Gasdia shall not accept gifts from clients except in cases when it is culturally appropriate or therapeutically relevant. The perceived value and intent of the gift and the effect on the therapeutic relationship will be considered when contemplating acceptance.

Mr. Gasdia does not wish to jeopardize client privacy. If Mr. Gasdia inadvertently encounters a client in a public setting, he will not acknowledge them first, as the client's right to privacy and confidentiality is of the utmost importance. However, if the client acknowledges Mr. Gasdia first, he will be more than happy to speak briefly with them. However, he feels it is inappropriate to engage in lengthy discussions in public outside of the therapy office.

#### Minors

If you are a minor, your legal guardian(s) may be legally entitled to information about your therapy. I will discuss with you and your legal guardian(s) what information is appropriate for them to receive and which issues are more appropriate to keep confidential.

#### Video Consent

At times, I may request your permission to video record our counseling sessions. This may be done for consultation or training purposes and/or as a useful intervention tool for the counseling process. Sessions will only be recorded with your full knowledge and consent. The client will sign a separate video consent form if approval is given to record session(s).

#### Fees and Cancellations

- The fee for individual and couples therapy is \$90.00 per 50-minute session.
  - I do not accept insurance or other third-party payers.
  - o However, if you cannot pay the full rate, we can assess an amount based on a sliding scale.
- Appointments may be canceled up to 24 hours prior to the scheduled time.
  - If you do not cancel the appointment within this timeframe, you will be charged for the missed appointment because the time slot was held in good faith regarding your request for therapy.

#### **Termination of Services**

Ending relationships can be difficult. The appropriate length of the therapeutic process depends on the depth and intensity of the treatment. If necessary, I may discuss termination of services with you if it becomes apparent that therapy is not effective based on treatment plan goal achievement or if you are in default on payment. If treatment is terminated, we will collaborate to identify potential next steps or referrals. If you fail to schedule an appointment for 30 days without consultation, the professional relationship will be considered terminated in view of legal and ethical concerns.



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Prior to your first counseling session, you will receive copies of all pertinent new client documentation for your personal records. It will be necessary for you to sign a certificate indicating that you have received, read, and understood these documents. This certificate will be placed in your counseling/therapy file. Please do not sign the certificate if you do not understand any part of the HIPAA Client's Rights of the Professional Disclosure Statement and Informed Consent for Treatment. Your counselor or therapist will be happy to explain these documents further.

| I, the client, acknowledge that I have received and read the Palmetto Counseling Associates Professional Disclosure Statement and Informed Consent for Treatment and the HIPAA Client's Rights. I further acknowledge that I seek and consent to treatment with Justin Gasdia. My signature below confirms that I understand and accept all the information contained in the Palmetto Counseling Associates Professional Disclosure Statement and Informed Consent for Treatment and the HIPAA Client's Rights. |  |  |  |  |
|---|--|--|--|--|
| Client Name (print)   | Client Signature   | <br>Date   |  |  |
| Signatures below confirm that ea<br>Professional Disclosure Statem<br>to treatment with Mr. Gasdia. We  | spouse or family member) is seeking counseling, ple<br>ich understands and accepts all the information containent and Consent for Treatment and the HIPAA Client will provide additional copies of the Palmetto Countent for Treatment and the HIPAA Client's Rights upon the Counter of the Palmetto Counter to Treatment and the HIPAA Client's Rights upon the Counter of the | ned in the Palmetto Counseling Associates ent's Rights and that each seeks and consents aseling Associates Professional Disclosure |  |  |
| Client #2 Name (print)  | Client #2 Signature  | Date   |  |  |
| Client #3 Name (print)  | Client #3 Signature  | Date   |  |  |
| Client #4 Name (print)  | Client #4 Signature  | Date   |  |  |
| Client #5 Name (print)  | Client #5 Signature  | Date   |  |  |
| Client #6 Name (print)  | Client #6 Signature  | <br>Date   |  |  |



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#### CLIENT FINANCIAL POLICY

We are dedicated to providing you with the best possible care and service and believe understanding our financial policies is an essential element of your care and treatment.

Please read carefully, initial or sign where requested, and sign at the bottom of the second page indicating your understanding and acceptance of our policies and procedures.

We accept cash, checks, Visa, MasterCard, and debit cards. If you would like us to keep your credit card number on file, we will be happy to do so. Payment is due at the time of service. Payment not made at the time of the appointment needs to be made later the same day. When possible, clients are asked to pay their fees at the beginning of each session. If major services result in a large balance, an installment plan can be arranged prior to treatment. Minimum payment amounts begin at \$25.00, or 10% of the balance per month, whichever is greater. Installment payback periods cannot exceed one year (12 months).

| I authorize payment of medic rendered. | al benefits to Palmetto Counseling Associates, my  | counselor, and/or physician for services |
|--|--|--|
| Client Name (print)                    | Client Signature   | Date                                     |
| I authorize the release of any         | medical or other information necessary to process  | claims for services rendered.            |
| Client Name (print)                    | Client Signature   | Date                                     |
| Overdue Payments (Initial here)        |  |  |
| •                                      | ervice. A billing fee of \$5.00 will be added to your accurance after 30 days, we will contact you for assistant | •  |

Payment is due at the time of service. A billing fee of \$5.00 will be added to your account each time we have to send you a bill. If we have not heard from your insurance after 30 days, we will contact you for assistance and/or make payment arrangements.

Accounts with no payments after 30 days may be subject to a 10% late fee. Accounts with no payments after 90 days may be turned over to a collection agency and reported to the credit bureaus. A collection agency that follows HIPAA privacy policies will be used to collect debts not paid promptly. If your account is sent to a collection agency, the collection agency's fees, and any associated legal fees, will be added to your account, and you may be discharged as a client from the practice.

We realize that there are times when a temporary financial problem may affect the payment of your account. In that case, PLEASE, contact our practice manager for assistance so that we may be able to set up payment options for you.

## **Canceled and Missed Appointments**

(Initial here)

In order to provide the best possible service and availability to ALL of our clients, we reserve the right to charge the full session fee for any appointments not canceled at least 24 hours in advance, regardless of the reason for the cancellation/missed visit. We will immediately charge the credit card on file for any late cancellations or no-shows that were not canceled in advance. In some cases, telephone appointments may be substituted for face-to-face appointments for individuals who are not able to cancel on time. Please call us as early as possible if you will need to reschedule your appointment. Monday appointments must be canceled by 9:30 a.m. the previous Friday to avoid a late cancellation charge.



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#### **Other Financial Guidelines**

(Initial here)

Clients who use a third-party payer such as a non-client responsible party, family trust or financial account, public assistance or any other payer for the payment of our charges, must coordinate with your third-party payer to provide payment at the time of your appointment. A receipt will be provided.

All checks returned for non-sufficient funds or otherwise not paid will be subject to a \$35.00 fee plus the amount of the check.

In addition, a \$25.00 fee to Palmetto Counseling Associates may apply for each of the following:

- 1. If we obtain prior authorization for office visits when we are out of network with your insurance provider
- 2. If prior authorization is needed for a prescription drug to be filled at your local or mail-order pharmacy.
- 3. If you request new prescriptions or refills for your medications between appointments.

Paperwork for court documents, school-related papers, employment absence, and/or disability or insurance summaries will be completed and billed on a prorated basis for time required to complete outside of a normal office visit. Additional fees may apply for copies, required meetings and/or court appearances on behalf of our clients, and related mileage/travel expenses.

| I have read and understand the financial   | policy of the practice, and I agree to be bound by its | terms. I understand that I am     |
|--|--|-----------------------------------|
| financially responsible for all charges, w | hether or not they are covered by insurance, and agree | ee that such terms may be amended |
| from time to time by the practice.         |  |                                   |
|  |  |                                   |
|  |  |                                   |
|  |  |                                   |
| Client/Responsible Party Name (print)      | Client/Responsible Party Signature                     | Date                              |



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#### POLICY REGARDING ADMINISTRATIVE SERVICES FEE

#### Effective January 1, 2019

Palmetto Counseling Associates is committed to providing the best compassionate care to our community. We continually strive to increase our level of care to our clients and make their experience a more excellent one. However, over the last several years, there has been a continued deterioration in the economics of managing office-based counseling and psychiatric care practice. You may or may not know that third-party payors (insurance companies) have not significantly increased the fees paid to providers in well over a decade. During that same time period, the office overhead for a practice such as ours has risen over 100%. Many practices across the nation have either significantly raised their session fees to non-insurance clients, dropped insurance coverage altogether, or cut staff and services offered. None of these options fit with our goals of compassionate care and an excellent experience for clients.

We have been looking for another option for quite a while and believe we have finally found one that aligns with our goals and values here at PCA. Several medical practices across the country have been moving to a model where they charge an administrative service fee to their patients that covers the significant amount of time spent on providing administrative services which are not covered by any federal, state, or private health insurance coverage. This fee allows the practices to continue to provide all the features and services that their patients have come to expect while keeping overall session fees as fair as they can be. We believe this is the best path forward for PCA.

Therefore, beginning January 1, 2019, all current and future clients at Palmetto Counseling Associates will be assessed this Administrative Services Fee. This fee will not impact your current session fees, co-payments, or deductibles. It does not affect anything regarding your insurance (if you are using insurance) or your relationship with your counselor or psychiatrist. It only applies to PCA, which is an LLC offering management services for each individual practitioner. This fee will be paid to PCA and not to your clinician.

The only exceptions to this policy is:

If you are a new patient we will not require you to pay the fee prior to your first appointment. Once you have decided that you will become an ongoing patient of our practice, then the fee will apply to all future sessions.

The administration Fee is \$10.00 per session

Please let us know if you have any questions about this policy, and we will be happy to assist you further.

Client/Responsible Party Name (print)

Client/Responsible Party Signature

Date



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#### POLICY REGARDING CREDIT CARD FEE

Beginning January 2019, the individual therapists at Palmetto Counseling Associates have decided to institute a credit card fee for those clients who use credit cards.

This fee will be 3.5% of your total amount paid

| This tee will be ble /v of your total amount para. |  |     |  |  |
|--|--|-----|--|--|
| . 11 .   | harges to help offset the increased fees for security co avoid this additional fee by choosing to pay your e | 1 0 |  |  |
| Client/Responsible Party Name (print)              | Client/Responsible Party Signature   |     |  |  |



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## **Palmetto Counseling Associates Intake Form**

## **Section I - Patient Information**

| First Name   | MILast Name            |                     |               |
|--|------------------------|---------------------|---------------|
| Home Address                                       | City                   | State               | Zip           |
| Home Phone ()Cell Phon                             | ne ()                  | Date of Birth/      | <u>/</u>      |
| Social Security//                                  | Referred by            |                     |               |
| Employer   | Address                |                     | _City         |
| StateZip   | Occupation             |                     | _Title        |
| Work Email   |                        | Work Ph             | one ()ext.    |
| Work Fax ()  |                        |                     |               |
| Spouse's Name: First                               | MILast                 | (                   | Cell Phone () |
| Spouse's Employer                                  | Work Phone (           | )                   |               |
| Emergency Contact                                  | Phone (                |                     | ship          |
| Church Affiliation                                 | Pastor                 |                     |               |
| Self (skip to section III) Other  First NameMILast | (complete section II)  | Relationship to Cli | ent           |
| Home Address                                       | Cit                    | yStat               | eZip          |
| Home Phone ()Fax ()                                | Cell Phone ()          | Work Phone ()       |               |
| Insurance ID number                                | Insurance Provider     |                     | _Group #      |
| Policy #Plan Name                                  |                        |                     | Last          |
| Insured Date of Birth/Insured's En                 | nployer                |                     |               |
| Section III - Third Party Billing                  | Information (If app    | licable)            |               |
| Agency Name  | Relationship to client |                     |               |
| Billing Address_                                   | City                   | State               | Zip           |
| Agency Contact Name: First                         |                        | MILast              |               |
| Phone () Any Special Bill                          | ing Instructions       |                     |               |