

Center for Psychological Health and Wellness, LLC

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Welcome to Center for Psychological Health and Wellness, LLC (CPHW). This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. Signing this document represents an agreement between us. We can discuss any questions you have when you sign or at any point in the future.

I. PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each party. As a client in psychotherapy, you have certain rights and responsibilities. There are also legal limitations to those rights you should be aware of. As your therapeutic provider, we have responsibilities to you, as well. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, your clinician will be able to offer some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with your assigned clinician. If you have questions about your clinician's procedures, you discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

II. APPOINTMENTS

Appointments will ordinarily be 40-53 minutes in duration, once per week at a time you and your clinician agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone.

If you need to cancel or reschedule a session, we ask that you provide 24 hours advance notice. Monday appointments must be cancelled by 5pm on Friday. If you miss a session without canceling, or cancel with less than 24 hours advance notice,

our policy is to collect \$85 for the first late cancellation and \$180 for the second late cancellation (unless you and your clinician both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the portion of the fee as described above. If it is possible, we will try to find another time to reschedule the appointment.

You're also responsible for coming to your session on time; if you are late, your appointment still needs to end on time. We will hold your scheduled appointment time for 15 minutes. After 15 minutes, your appointment will be cancelled, and a fee will be charged in accordance with our late cancellation policy.

We request that you do not bring children with you if they are young and need babysitting or supervision, which we cannot provide. You will be charged for any damage to, or theft of, property in this office by you or anyone for whom you are legally responsible. We cannot be responsible for any personal property or valuables you bring into this office.

III. PROFESSIONAL FEES

The standard fee for the initial intake with a doctoral level psychologist is \$230 and each subsequent session is \$180. The standard fee for the initial intake with a master's level therapist is between \$135 and \$120 and each subsequent session is between \$130 and \$100. You are responsible for paying at the time of your session unless prior arrangements were made.

Any checks returned to our office are subject to an additional fee of up to \$25 to cover the bank fee that is incurred. If you refuse to pay your debt, we reserve the right to use an attorney or collection agency to secure payment.

In addition to weekly appointments, it is our practice to charge the following amount on a prorated basis for other professional services that you may require. For other professional services, letter writing, consultations with other professionals (e.g. school, physicians, attorneys, etc.), doctor consultations, or conversations with you over the phone or email (for purposes other than scheduling an appointment or arranging payments) we will charge a rate of \$50 per quarter hour of service. Conversations lasting less than five minutes will not be charged. We charge a copying fee of \$0.50 per copy and all postage fees.

If you anticipate becoming involved in a court case, we recommend that you and your clinician discuss this fully before you waive your right to confidentiality. If your case requires your clinician's participation, you will be expected to pay for the professional time required even if another party compels your clinician to testify. The charges pertain to preparation time, travel time and associated costs, waiting time and transportation costs. Because of the difficulty of legal involvement, we charge \$400 per hour and a \$1000 retainer is required in advance.

IV. INSURANCE

To set realistic treatment goals and priorities, it is important to evaluate your resources available to pay for your treatment. If you have a health insurance policy, it may provide some coverage for mental health treatment. With your permission, our

billing service and office manager will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting our office know if/when your coverage changes.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require your authorization to provide a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the DSM-IV. There is a copy in our office and your clinician will be glad to let you see it to learn more about your diagnosis, if applicable). Sometimes your clinician must provide additional clinical information such as treatment plans or summaries or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report your clinician submits, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier if you plan to pay with insurance.

If you plan to use your insurance, authorization from the insurance company may be required before they will cover therapy fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee.

Many policies leave a percentage of the fee (co-insurance) or a flat dollar amount (co-payment) to be covered by the patient. Either amount is to be paid at the time of the visit by cash, check or credit card. Some insurance companies may also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with your clinician until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year.

Once we have all of the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits available and what will happen if coverage ends before you feel ready to end your sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above, unless prohibited by your clinician's provider contract.

If your clinician is not a participating provider for your insurance plan, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, we will refer you to a colleague.

V. BILLING AND PAYMENTS

Payment for services is expected at each session. Payments for other professional services will be agreed upon when they are requested. Phone contact or email contact charges are due at the time of service provided. Be aware that only face-to-face services are reimbursed by insurance companies. YOU, not your insurance company, are responsible for full payment of fees unless your clinician has a contract with your insurance company to provide care at a pre-agreed fee. If you participate with one of the insurance companies of one of our staff members, please note that only deductibles or copayments are due at the time services are provided.

If your account has not been paid by you or insurance for more than 60 days and arrangements have not been made to repay, we have the option of using legal means to secure the payment. Prior to use of legal means, CPHW will give you a reasonable chance to settle any outstanding balance. Legal methods of collection may involve use of a collection agency or small claims court. If such action is needed, its costs will be included. In most collection situations, Ramsbottom and Associates will only release name of client, nature of services provided (e.g. therapy), and the amount due. CPHW may terminate services for non-payment of fees.

VI. CONFIDENTIALITY

We will treat with great care all the information you share. It is your legal right that our sessions and our records about you be kept private. That is why we ask you to sign a "release-of-records" form before we can talk about you or send records about you to anyone else. The privacy of communications and release of records applies to individuals beginning at age 14. In general, we will tell no one what you tell us. We will not even reveal that you are receiving treatment. In all but a few rare situations, your confidentiality (that is, our privacy) is protected by federal and state laws and by the rules of our profession. Here are the most common cases in which confidentiality is NOT protected:

1. If you were sent by a court or an employer for evaluation or treatment, the court or employer expects a report from us. If this is your situation, please talk with us before you tell us anything you do not want the court or your employer to know. You have a right to tell us only what you are comfortable with telling.
2. Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing us, we may then be ordered to show the court our records. Please consult your lawyer about these issues.
3. If you make a serious threat to harm yourself or another person, the law requires us to try to protect you or that other person. This usually means telling others about the threat. We cannot promise never to tell others about threats you make.

4. If we believe a child has been or will be abused or neglected, we are legally required to report this to the authorities.

There are two situations in which we might talk about part of your case with another clinician. We ask now for your understanding and agreement to let us do so in these two situations.

First, when we are away from the office for a few days, we will have a trusted fellow clinician “cover”. This clinician will be available to you in emergencies. Therefore, she/he needs to know about you. Of course, this clinician is bound by the same laws and rules as we are to protect your confidentiality.

Second, we sometimes consult other clinicians or other professionals about clients. This helps in giving high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, some information will be changed or omitted, and they will be told only as much as they need to know to understand your situation.

Except for situations like those we have described above, our office staff will always maintain your privacy. We also ask you not to disclose the name or identity of any other client being seen in this office. My office staff makes every effort to keep the names and records of clients private. My staff will try never to use your name on the telephone if clients in the office can overhear it. All staff members who see your records have been trained in how to keep records confidential. Our policies about confidentiality, as well as other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices provided to you. Please remember that you may reopen the conversation at any time during our work together.

VII. PROFESSIONAL RECORDS

Your clinician is required to keep appropriate records of the psychological services that they provide. Your records are maintained in a secure location in the office. We keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records that are received from other providers, copies of records we send to others, and your billing records.

Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them with your clinician or have them forwarded to another mental health professional to discuss the contents.

If your clinician refuses your request for access to your records, you have the right to have their decision reviewed by another mental health professional. You and your clinician can discuss upon your request. You also have the right to request that a copy of your file be made available to other health care providers.

It is our office policy to destroy clients' records 15 years after the end of our therapy. Until then, we will keep your case records in a safe place.

VIII. PARENTS & MINORS

While privacy in therapy is crucial to successful progress, parental involvement can also be essential. It is our policy not to provide treatment to a child under age 13 unless s/he agrees that their clinician can share whatever information their clinician considers necessary with a parent.

For children 14 and older, we request an agreement between the child and parents to share general information about treatment progress and attendance, as well as a treatment summary upon completion of therapy. All other communication requires the child's agreement, unless their clinician feels there is a safety concern (see also above section on Confidentiality for exceptions). In this case, their clinician will make every effort to notify the child of their intention to disclose information and handle any objections raised.

IX. CONTACTING US

The best way to contact your clinician is via telephone or email through our patient portal.

Your clinician is often not immediately available by telephone. Our clinicians do not answer their phones when they are with clients or otherwise unavailable. At these times, you may leave a message on our confidential voicemail and your call will be returned as soon as possible. It may take a day or two for non-urgent matters.

Our office does accept text messages. Please reserve text messaging to discuss appointment changes ONLY. Confidential information is not to be communicated through text messaging.

If, for unseen reasons, you do not hear from our office or we are unable to reach you, and you feel you cannot wait for a return call or feel unable to keep yourself safe, please go to your local hospital Emergency Room or call 911 and ask to speak to the mental health worker on call. We will make every attempt to inform you in advance of planned absences and provide you with the name and phone number of the mental health professional covering for your clinician.

X. OTHER RIGHTS

If you are unhappy with what is happening in therapy, we hope you will talk with your clinician so that they can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that your clinician refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about your clinician's specific training and experience. You have the right to expect that your clinician will not have social or sexual relationships with clients or former clients.

XI. CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices and agree to their terms.

Name of Financial Responsible Party

Social Security # of Financial
Responsible Party

Client Full Name

Client Date of Birth

Client Mailing Address

Client Signature or Parent/Guardian Signature