# Wellspring of Life, LLC

1163 East 38th Street Erie, Pennsylvania 16504 (814) 812-9738

Revised 1/1/2018

# Office Policies, General Information, & Agreement to Therapy Services

This form provides you (the client) with information that is additional to that detailed in the Notice of Privacy Practices.

#### **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. Because Wellspring of Life believes that services work best when you feel confident that information you share with us will stay with us. Wellspring of Life and its Therapists use electronic health records to store your treatment records, otherwise, other information given to us is stored accordingly to HIPAA compliant regulations. Wellspring of Life feels it is essential to let you know the limits that exist on this confidentiality.

- The first is that Wellspring of Life therapist is required by law to disclose as much information as is necessary to stop you from hurting yourself or someone else.
- The second is another legal requirement that Wellspring of Life therapist discloses information to stop a child or dependent person from being abused.
- The third is discussed under insurance below.
- Tele-Health including electronic communications include limitations of your confidentiality. Email, texting and cell
  communications cannot be guaranteed confidential. These means of electronic communication are considered nonsecure. Tele-health is defined by the U.S. Department of Health and Human Services as: The use of electronic
  information and telecommunications technologies to support distance clinical health care, patient and professional
  health-related education, public health and health administration. Technologies include videoconferencing, the
  internet, store and forward imaging, streaming media, and terrestrial and wireless communications.

Considering the above exclusions, if it is appropriate, upon your request, Wellspring of Life therapist will release information to any agency/person you specify unless he concludes that releasing such information might be harmful in any way. If you have concerns about confidentiality, please feel free to discuss them with Wellspring of Life therapist prior to the disclosing of sensitive information.

#### 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; and where a client presents a danger to self, to others, to property, or is gravely disabled (for more details see also Notice of Privacy Practices form).

#### **Emergencies**

If there is an emergency during our work together, or in the future after termination, where Wellspring of Life therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, we will do whatever we 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, we may also contact the person whose name you have provided on the biographical sheet.

If you need to contact Wellspring of Life therapist between sessions, please call the office at **814-812-9738** and your call will be returned as soon as possible. Please note, Wellspring of Life therapists are <u>not available</u> for 24-hour emergency

care. If an emergency situation arises, please indicate it clearly in your message. If you need to talk to someone right away, you can call:

### The Police (911), Crisis Services at (814) 456-2414 or go to the nearest hospital emergency room.

## **Litigation Limitation**

Due to the nature of the services Wellspring of Life therapist renders, 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 <u>divorce and custody disputes</u>, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf, will call on a Wellspring of Life therapist to testify in court or at any other proceeding, nor will a disclosure of the medical records be requested unless required by law. Therefore, Wellspring of Life and its therapists require all clients to waive the right to subpoena any of our therapists to court. By signing this form, you are acknowledging and agreeing NOT to have us subpoenaed to court.

If the above policy regarding subpoenas and court is disregarded and a Wellspring of Life Therapist is required to attend a court proceeding, you will be billed a rate of \$200.00 per hour for all professional time. Any times dedicated to any court mandated appearance including preparing documentation, discussions with lawyers and or the guardian ad litem in connection with the court appearance and any time spent waiting at the court house in addition to time on the stand as well as any travel time will be billed at a rate of \$200.00 per hour. Since court proceedings are timely and require significant amount of time for the therapist to prepare and to be out of the office for unknown amount of time, it will be required by the client to pay upfront the first 3 hours, a total of \$600.00 before the therapist will attend. This amount of money is non-refundable. If the therapist is required beyond the 3 hours, payment is due within 2 weeks for the remainder of time spent in court.

### Fees, Payments & Insurance Reimbursement

Clients who are utilizing their health insurance coverage and where Wellspring of Life will be filing claims for on their behalf are expected to pay Wellspring of Life's standard fee of \$130 per 45-minute session at the time of service unless other arrangements have been made. The first session involves significantly more administrative detail therefore the fee for that session is \$150. Payment in full (cash or check) is due before the time of the session unless prior arrangements have been made between Wellspring of Life and your insurance company. In addition, clients are responsible for any co-pays or deductibles with their insurance plans. Please check with your insurance provider before your initial session to know your responsibility.

In any situation where a client wants to utilize their health insurance coverage where Wellspring of Life is not recognized as a "network provider", or has no health insurance coverage or are seeing a Wellspring of Life Therapist in a private pay situation, payment is required under all circumstances prior to the appointment. Wellspring of Life charges a fee of \$60 per 45-minute session at the time of service unless other arrangements have been made. The first or initial session involves significantly more administrative detail therefore the fee for that session is \$70 for up to 60 minutes.

Wellspring of Life and its therapist offer videoconferencing or tele-health counseling sessions through a secured client portal. Insurances maybe accepted in some cases. Please ask your therapist. Otherwise, Private Pay will be accepted. Wellspring of Life charges a fee of \$60 per 45-minute session at the time of service unless arrangements have been made. The first or initial session involves significantly more administrative detail therefore the fee for that session is \$70 for up to 60 minutes

Telephone conversations, site visits, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the rate of **\$60** per hour, unless indicated and agreed otherwise.

Preparation of Summaries of Treatment or Letters at the request of client: \$50 per item requested

Forms of Payment: Wellspring of Life accepts Discover, MasterCard, Visa or Health Savings Accounts. We do not accept American Express. Checks should be made out to "Wellspring of Life, LLC." Cash is also welcomed.

Returned Check/Insufficient Funds Fee is \$35.00

Payments of co-pays, deductibles or balances are due at the beginning of each session

Please notify a Wellspring of Life therapist if any problem arises 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. 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. Insurance companies reimburse not all issues/conditions/problems, which are the focus of therapy. It is your responsibility to verify the specifics of your coverage.

## **Health Insurance & Confidentiality of Records**

Some HMOs recognize Wellspring of Life as a network provider, while others do not. All PPO's allow you to see whom you like, so they will usually cover Wellspring of Life. Please contact your insurance company to determine whether a Wellspring of Life therapist is covered as a participating provider or not with your plan.

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/EAP in order to process the claims. Wellspring of Life therapist has no control or knowledge over what insurance companies do with the information he submits 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 eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and soon will also be reported to the, congress-approved, 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 been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position.

Some insurance and managed care companies require mental health providers to provide additional information regarding personal history, sexuality, HIV status, drug and alcohol use, and so on. Our failure to do so may result in denial of benefits. You may wish to avoid the "mental disorder" label and protect your confidentiality by electing not to use your insurance. Please discuss this with a Wellspring of Life therapist if you would like further information.

#### **The Process of Therapy**

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 services. Working toward these benefits, however, requires effort on your part. Therapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Wellspring of Life therapist will ask for your feedback and views on your treatment, its progress, and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation.

Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that therapy will yield positive or intended results.

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 a Wellspring of Life therapist does not provide, he has an ethical obligation to assist you in obtaining those treatments.

### **Dual Relationships**

It is possible that you may bump into someone you know in the waiting room or into a Wellspring of Life therapist in the community. In an effort to protect the privacy of our relationship, a Wellspring of Life therapist will not initiate contact with you. Instead, he/she will follow your lead. If you greet him/her, he/she will respond. If you would like to introduce him/her, he/she will do the same. If you prefer to act as if you have not met him/her, he/she will deny knowledge of you. A Wellspring of Life therapist will strive to disclose no more information than you do in any encounter.

Not all dual relationships are unethical or avoidable. It is the client's, responsibility to communicate to a Wellspring of Life therapist if you become aware of a dual relationship that becomes uncomfortable for you in any way. He/She will always listen carefully and respond accordingly to your feedback. He/She will discontinue the dual relationship if he/she finds it interfering with the effectiveness of the therapeutic process or the welfare of the client and, of course, you can do the same at any time.

## **Termination**

As set forth above, after the first couple of meetings, a Wellspring of Life therapist will assess if he/she can be of benefit to you. He/ She does not accept clients who, in his opinion, he/she cannot help. In such a case, he/she will give you a number of referrals that you can contact. If at any point during therapy, he/she assesses that he/she is not effective in helping you reach the therapeutic goals, the Wellspring of Life therapist is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, the therapist would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, he/she will talk to the therapist 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, he/she will assist you in finding someone qualified, and, if the therapist has your written consent, he/she will provide he or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, a Wellspring of Life therapist will offer to provide you with names of other qualified professionals whose services you might prefer.

## **Cancellation**

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24-hour notice prior to your appointment time, (excluding Friday, Saturday or Sunday and any recognized Federal Holiday) is required for re-scheduling or canceling an appointment. A flat \$60.00 missed appointment fee will be charged for sessions missed without such notification and must be paid before rescheduling. Insurance companies do not reimburse for missed sessions. To cancel an appointment, simply leave a message on Wellspring of Life's business line (814-812-9738) or with your therapist.

I have read carefully the above Office Policies, General Information, & Agreement to Therapy Services; and, I understand them and agree to comply with them:

Client Name (print)	Date	Signature
Client's Guardian/Authorized Representative (print)	Date	Signature
Wellspring of Life, LLC authorized rep. (print)	Date	Signature