# DISCLOSURE



# **STATEMENT**

Welcome! Thank you for choosing me as your psychologist to assist you in with your challenges. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPPA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures during our initial meeting. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

#### PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Treatment may take on several forms including individual, family, relationships, co-therapy, or group therapy. Psychotherapy is a collaborative relationship which calls for an active effort on your part. In order for the therapy to be most successful, you will be expected to work on things discussed both during our sessions and at home between sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience discomfort like sadness, guilt, anger, frustration, loneliness, and helplessness. Your M.D. may need to add or adjust medication. Adjunct treatments or programs may be recommended. If you should decide to terminate treatment at any point in the therapy or assessment process, I will be glad to help facilitate a referral somewhere else.

On the other hand, psychotherapy has also been shown to have invaluable benefits for people who work through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what *you* will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation period, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow if you decide to continue with therapy. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals and whether or not you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

#### SCHEDULING APPOINTMENTS

After our initial appointment, all clients will be scheduling their own appointments using the online platform, Schedulicity. You can find the scheduling link on my website (<a href="www.FortLauderdalePsychologyGroup.com">www.FortLauderdalePsychologyGroup.com</a>) and save it to your device for easy access. You will be required to enter your credit card information to have on file in the event of a no show or late cancelation. (Please refer to cancelation policy below). Your card will not be charged

<u>until after your scheduled appointments.</u> If there is an emergency, please text me immediately to inform me if you cannot attend your appointment and we will reschedule in that week to avoid the cancelation fee.

## THERAPY SESSIONS & CANCELLATION POLICY

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide forty eight (48) hours advanced notice of cancellation. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than forty-eight (48) hours notice, you will be billed for that missed appointment at the <u>customary rate of \$225/50-minute hour</u> regardless of your typical form of payment. My voice message/text/email have a time and date stamp which will keep track of the time that you contacted me to cancel. Your insurance company will not pay for missed appointments so you will be billed the full fee directly. Although I require a 48 hour cancelation notice, I would ask that you provide as much notice of a cancelation as possible to ensure smooth business operations. Repeated "no show" appointments could result in discharging you from my practice and making a referral to another clinician. The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving during a hurricane/black out; or other natural disaster), or if you or someone whose caregiver you are has fallen ill suddenly. If you do not arrive within 15 minutes of your scheduled appointment, you will be billed for a no-show and the appointment will be terminated.

## **PROFESSIONAL FEES**

All fee arrangements have been discussed with Dr. Susie prior to the initial consultation. The fee for the initial 90-minute consultation is \$375. The fee for each 45-50—minute session is \$225. The fee for each 75-minute group therapy session is \$75.

In addition to the fees stated above, I charge for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than five (5) minutes, attendance (phone or in person) at meetings with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service(s) you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Please see my website (FortLauder-dalePsychologyGroup.com) for all fees relating to legal proceedings under Forensic Services/Fees.

## BILLING, PAYMENTS & INSURANCE REIMBURSEMENT

You will be expected to pay for each session at the time it is held, unless you have authorized this offlice to bill your credit card the agreed upon amount at the end of each appointment.

All monies for services provided are payable in the form of cash, checks and major credit cards or bank transfers. You will find a Credit Card Permission Form from the website (<a href="FortLauderdalePsychologyGroup.com">FortLauderdalePsychologyGroup.com</a>) under FORMS and may bring it to your next appointment. If you have discussed with Dr. Susie to be on a payment plan, you will receive an Invoice after each appointment and you can choose to pay using a bank transfer directly from the Invoice provided.

If the patient has a PPO insurance plan, the patient will pay Dr. Mendelsohn directly and she will provide the client with a Super Bill to send to his/her insurance company for reimbursement. It is the patient's responsibility to contact his/her insurance company for authorization of his/her benefits for individual, group or couples outpatient psychotherapy prior to your first visit with Dr. Mendelsohn. It is important that you keep a record of with whom you speak and what you are told regarding your benefits. You can find specific questions to ask your insurance company about your coverage in Dr. Mendelsohn's website under ABOUT US/Services & Fees (FortLauderdalePsychologyGroup.com)

"Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. This office accepts PPOs and Medicare only. Managed Care 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. While a lot can be accomplished in short-term therapy, some patients may require more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

Once you have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above unless prohibited by contract.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, this office has the option of using legal means to secure the payment. This will involve hiring a Collection Agency or going through small claims court. If such legal action is necessary, its costs, including attorney's and court fees will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

There is a thirty-five dollar (\$50) fee for all returned checks.

#### CONTACTING DR. SUSIE

**Routine, non-emergency situations:** I am often not immediately available by telephone. While I am usually in my office between 11 AM and 7 PM Monday through Thursday I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently. I will return your call within the business day. Other methods of contacting me for non-emergency situations are text message @ 954.294.7036 or via email @ drsusie@me.com. If our communication exceeds five (5) minutes, please refer to "Professional Fees" section of this contract.

**Emergency/Crisis Situations:** Please contact your family physician or psychiatrist; go to the nearest emergency room; or call 9-1-1. Do not contact me initially in the event of an emergency. Once you are stabilized please contact me or have someone contact me on your behalf for the continuity of your care. If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

**Emergency Commitments (Hospitalizations):** In extreme emergencies it may be necessary to require a patient to be transported to a psychiatric hospital for an evaluation. If the patient is **willing** to go, often a responsible adult can take the patient to the appropriate evaluation center/hospital. If the patient is **unwilling** to go, you can contact me and I will complete the necessary orders, and the police can transport you to the appropriate facility. I will work with you to ensure that all of the necessary steps are taken to assure the patient's safety and that of others. Depending upon the immediacy of the crisis the following resources may be contacted: emergency services, psychiatric hospital; medical emergency room; managed care crisis manager; other relevant case adjudicator/counselor/worker.

## PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in one set of professional records. They constitute your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone including to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others or makes reference to another person unless such other person is a health care provider, and I believe that access is reasonably likely to cause substantial harm to such other person or if information is supplied to me confidentially by others, you or your legal representative may examine and/or receive a copy or your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. (In most situations, I am allowed to charge a copying fee of at least fifty cents per page and for other expenses).

In addition, I also may or may not keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the most effective treatment. While the contents of the Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record and information supplied to me confidentially by others). These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

The laws and standards of my profession require that I keep treatment records. With a written request, you are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these records contain information that can be misunderstood by someone who is not a mental health professional, it is my general policy that patients may not review them; however, I will provide at your request a treatment summary unless I believe that to do so would be emotionally damaging. If that is the case, I will be happy to send the summary to another mental health professional who is working with you.

#### **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records unless I believe that doing so would endanger the child or we agree otherwise. It is my policy to request an agreement from parents to consent to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I may also provide them with a summary of your treatment when it is complete. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

#### CONFIDENTIALITY & PRIVILEGED COMMUNICATION

Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act as to protect your privacy even if you do release to me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment without his/her Authorization. These situations are unusual in my practice but can occur:

Any communication between a psychologist -and her or his patient or client is confidential. This privilege may be waived under the following conditions:

- (a) When the psychologist is a party defendant to a civil, criminal, or disciplinary action arising from a complaint filed by the patient or client, in which case the waiver shall be limited to that action.;
- (b) When the patient or client agrees to the waiver, in writing, or when more than one person in a family is receiving therapy, when each family member agrees to the waiver, in writing.; or
- (c) When a patient or client has communicated to the psychologist a specific threat to cause serious bodily injury or death to an identified or readily available person, and the psychologist makes a clinical judgment that the patient or client has the apparent intent and ability to imminently or immediately carry out such threat and the psychologist communicates the information to the potential victim. A disclosure of confidential communications by a psychologist when communicating a threat pursuant to this subsection may not be the basis of any legal action or criminal or civil liability against the psychologist.
- (d) If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team;
- (e) If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
- (f) If you tell me of the behavior of another named health or mental health care provider that has either a) engaged in sexual contact with a patient, including yourself or b) is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the State Dept. of Health. I would inform you before taking this step. If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.

# The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy* with me.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner*. I will remind you of this policy before beginning such individual sessions.

Further, I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to 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, I 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. I will provide you with a copy of any report I submit, if you request it.

### CLIENT CONSENT TO PSYCHOTHERAPY

I have read this agreement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I understand the limits to confidentiality required by law. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the fees stated above. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Susan J. Mendelsohn, Psy.D. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Mendelsohn.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

<b>SIGNATURE:</b>		<b>DATE:</b>	
	Adult Patient or Legal Guardian of Minor		
SIGNATURE:		DATE:	
	Adult Patient or Legal Guardian of Minor		

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