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POLICIES AND PROCEDURES

Practice Information for Clients

This document provides information about practical issues related to your counseling with me. Please feel free to discuss any of the issues raised in this policy as well as any other questions that you might have concerning our working relationship.

Confidentiality

Most issues discussed during the course of therapy are confidential in nature. In general, no confidential information will be shared with anyone without your written permission. There are a number of exceptions to this rule. For example, one exception is where a psychologist has reason to believe that a client may present an imminent threat of harm to another individual or themself. A second exception is if I have reason to suspect, on the basis of my professional judgment, that a child is or has been abused, I am required to report my suspicions to the authority or government agency vested to conduct child abuse investigations, I am required to make such reports even if I do not see the child in my professional capacity. I am mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she committed child abuse, even if the victim is no longer in danger. I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused. At times, a judge may issue an order compelling a psychologist to release confidential information. In insurance reimbursement situations, the client may be requested to sign a release allowing the psychologist to share information with the insurance company. A federal law, the Health Insurance Portability and Accountability Act (HIPAA), provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI). Attached, is a copy of the provisions of this law that apply to the records of your treatment with me.

In cases involving the treatment of minors, it is my policy to request that the parents respect the confidentiality between the child and me. Therefore, I suggest that parents avoid questioning their child about the specifics discussed during sessions. Of course, I encourage children to share important information and feelings with their parents. If a situation arises that I feel is important for parents to be informed, I will arrange a meeting for the child and parents to discuss the pertinent issues. If such a meeting is not possible, I will discuss the issues alone with the parents after informing the child of my intentions. In addition, one of the goals of family therapy is to encourage appropriate and open communication among family members. In this regard, our efforts in therapy will be directed toward this end. In such situations, I will be available to answer questions and to make suggestions to parents regarding their relationship with their children and regarding specific situations that may arise during treatment.

If another professional is seeing you or one of your family members, particularly a mental health professional, I may request that a release be signed so that efforts can be coordinated. It is also helpful in planning our work together that I obtain information from any previous counseling relationship or the results of psychological evaluations. These efforts are all intended to minimize wasted time and increase the efficiency of our time spent working together.

Social Media and Telepsychology

Given the ongoing development and use of telecommunication technologies in our society and healthcare, it is important to consider the special circumstances that these technologies present to our professional relationship. Telecommunication includes, but is not limited to telephone, mobile devices, interactive videoconferencing, email, chat, text and internet.

Social Media

In an effort to maintain clear boundaries in our professional relationship, I cannot accept friend or contact requests from clients. Including clients as contacts on these sites can compromise your confidentiality and our respective privacy. Please do not leave messages or wall postings to contact me as these sites are not secure and no response will result.

Email and Text Messaging

If you need to contact me between sessions, for scheduling or changing appointments can be handled by texting my cell phone 610-804-5078. It is important to note that email is not always a secure means of communication, particularly if you are using a public Wi-Fi network, such as a store or coffee shop. This means of communication is not secure and any use of messaging is with this understanding of the lack of security.

I prefer that you bring in copies of any electronic communication of a clinical nature if sent to me in between sessions. This does not apply to text messages for setting up appointments or email messages for setting up appointments. **Please wherever possible use text messages for scheduling and please respond to texts as soon as possible.**

Appointments

Counseling appointments are 50 minutes long and are generally scheduled once a week, at least at the outset of the counseling. I will greet you and bring you to my office to begin each session. The average length of counseling is about 7 to 10 sessions, with some clients having fewer or more sessions depending on the concerns presented, Decisions about duration of counseling and when to end it are discussed in a collaborative, transparent manner. Please see the addendum re: Good Faith Estimate.

There is a good chance Rocky, my small therapy dog will be with me. Rocky is very friendly, mixed breed rescue dog that provides added comfort to those interested clients during our counseling sessions. That said, Rocky is super loving and mellow, and typically hangs out off to the side, unless clients want him close to them.

Occasionally, longer sessions may be arranged in advance should certain issues arise in which longer sessions would be helpful. As therapy progresses and treatment is beginning to wind down, sessions are usually scheduled less frequently in preparation for ending therapy. Every effort will be made to schedule sessions at times that are convenient to you.

Cancellations will be accepted up to 24 hours before the appointment (a minimum of 1 business day). After this time, you will be charged for the time reserved. The exception to this is an emergency or inclement weather, which causes dangerous road conditions. Scheduling an appointment means it will be held for you and, therefore, cannot be used by another person. When canceling an appointment, please leave a message on my voice mail at (610) 804 - 5078 or you may text me at the same number. I will return the call/email to re-schedule the appointment as soon as I am available. It is important to remember that coming regularly and on time is an indication of your commitment to therapy.

Emergencies

I am generally available on a 24-hour basis to assist you in coping with emergencies. It is important, of course, to attempt to prevent emergencies by working on issues as they arise and prior to the point at which a crisis occurs. In the event of a crisis, call me and I will try to help. Please call my cell phone at 610-804-5078 and leave a message including a phone number where you can be reached. If I am not immediately available, for true emergencies call the Chester County Crisis Intervention Hotline at (610) 918-2100. If not, go to your local hospital emergency room. If I am not immediately available, I will call you as soon as I receive the message and am free to call.

It is important to understand the telephone is not a good substitute for talking face-to-face. However, when calling makes good sense, such as dealing with a crisis or problem situation at the moment, feel free to speak with me. You will know intuitively if this is the case. Brief and occasional phone calls of 10 minutes or less will not require reimbursement. However, lengthy phone calls will be billed at $280.00 per 50-minute time block or portioned thereof. Written correspondence such as completing letters to schools or other authorities will be also billed on a prorated basis.

Financial Arrangements

I expect clients to pay in full for each session at the time of their visit unless arrangements have been made to pre-pay on a monthly basis. The fee for both an initial consultation and ongoing 50-minute sessions is $280.00 paid by check or cash or Venmo. There is a $35.00 fee for any bounced checks. Please note that if you wish to pay by credit card or PayPal, the fee is $290.00.

Other services include report writing, telephone conversations, or reviewing evaluations of other healthcare professionals lasting longer than 10 minutes, as well as attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other professional service you may request of me. These other services are billed and prorated at $280.00 per 50 minutes time interval.

I typically work with children from the ages of 5 years and older. I provide parent counseling for children under the age of 5. Please, however, note that I do not do any counseling related to court-referred circumstances, nor with children under the age of 16 whose parents are in high conflict separation or divorce situations. In these cases, I can refer you to colleagues who have specialized expertise with families in high-conflict separation and divorce. I do, however, provide counseling and coaching to parents in these types of high-conflict situations. In any situations where attorneys or outside organizations require phone calls from me, letters or reports, or court testimony, these will also be billed on a prorated basis. If you do 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. This includes consultation, report writing, travel to court, waiting in court to testify, conversations with attorneys and collateral contacts and any other time spent on the case [Because of the complexities of legal involvement, I charge $450.00 per hour for preparation and attendance at any legal proceeding.]

If your financial situation changes during the course of treatment and you find that you are unable to afford my fees, please discuss the situation with me as soon as you are made aware of it. In rare cases, arrangements can be made to defer payments or to decrease the frequency or length of sessions. Another alternative is referral to a community agency with coordination of services by communicating the work that we have already accomplished. If you maintain health insurance, part of your expenses may be covered. You can attach a copy of the statements, which I provide, to your insurance form, and send it directly to your insurance company for reimbursement.

Terminating Therapy

I firmly believe that you are the best judge as to how long you should remain in therapy and whether or not therapy is of use to you. It is important that you feel comfortable discussing this issue with me at any time. Frequently, clients know intuitively when it is time for them to move on and work on their own. However, sometimes clients wish to terminate therapy prematurely because it is difficult to persevere with the work of maintaining long-term changes or because the issues discussed in therapy are painful. Whatever the reasons for ending treatment, it is important that your feelings and plan be discussed within the therapy sessions. The issue deserves to be discussed thoroughly and termination planned. Hopefully, as we work together, we will be able to be candid about all aspects of our relationship. Of course, I will raise the topic whenever I believe it is in your best interest to change the frequency of sessions or to stop treatment.

Treatment Contract

Now that you have read this policy, I ask that you sign below that you have read and understood the information contained in this document. Your signature indicates that you agree to enter into a professional relationship with me under the conditions as set in this document. It further indicates that you understand that you may terminate treatment at any time and that I may terminate treatment at some time if you do not comply with these policies or I feel that you are not benefiting from treatment. Finally, your signature also acknowledges receipt of the HIPAA notice.

I have read this document and agree to abide by it. I recognize that psychotherapy frequently brings up issues that are difficult to discuss and which may cause me discomfort to explore. Knowing this, I consent to treatment with Jeffrey Bernstein, Ph.D.

_____ _____
(Signature) (Date)

On behalf of _____, my minor child or person entrusted to me for guardianship, I agree to the above policies and give permission for Dr. Jeffrey Bernstein to provide treatment for my child.

_____ _____
(Signatures of both parents/legal guardians) (Date)

Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may *use* or *disclose* your *protected health information* (*PHI*), for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

• "*PHI"* refers to information in your health record that could identify you.
• *"Treatment, Payment and Health Care Operations"*
  – *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
  - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
• "*Use*" applies only to activities within my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
• "*Disclosure*" applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "***authorization"*** is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. *"Psychotherapy notes"* are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

• Child Abuse: **If I have reason to suspect, on the basis of my professional judgment, that a child is or has been abused, I am required by law to report my suspicions to the authority or government agency vested to conduct child abuse investigations. I am required to make such reports even if I do not see the child in my professional capacity. I am mandated to report suspected child abuse if anyone aged 14 or older tells me that he or she committed child abuse, even if the victim is no longer in danger. I am also mandated to report suspected child abuse if anyone tells me that he or she knows of any child who is currently being abused.**

▪ **Adult and Domestic Abuse:** If I have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), I may report such to the local agency which provides protective services.

• **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services, I provided you or the records thereof, such information is privileged under state law, and I will not release the information without your written consent, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

▪ **Serious Threat to Health or Safety:** If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and I determine that you are likely to carry out the threat, I must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent. Any time in the form of verbal consultation or reports issued will be billed at my fee of 195.00 per 50-minute time unit.

▪ **Worker's Compensation:** If you file a worker's compensation claim, I will be required to file periodic reports with your employer which shall include, where pertinent, history, diagnosis, treatment, and prognosis.

IV. Patient's Rights and Psychologist's Duties

Patient's Rights:
Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.

• ***Right to Receive Confidential Communications by Alternative Means and at Alternative Locations*** **– You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)**

• *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.

• *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.

• *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.

• *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

• I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
• I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
• If I revise my policies and procedures, I will provide you with a copy of the revisions at our next session.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me at 430 Exton Commons, Exton, PA 19341.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 14, 2003.

VII. Addendum as of 9/23/2013

If there is a breach of your confidentiality, then I must inform you as well as Health and Human Services. A breach means that information has been released without authorization or without legal authority unless I (the covered entity) can show that there was a low risk that the PHI has been compromised because the unauthorized person did not view the PHI or it was de-identified.

Most uses and disclosures of psychotherapy notes and protected health information for marketing purposes and the sale of protected health information require authorization. Other uses and disclosures not described in the notice will be made only with your written authorization. You must sign an authorization (Release of Information form) for releases that are not mentioned in the Privacy Notice (such as mandated reporting of child abuse, reporting of elder abuse, reporting of impaired drivers, etc.).

You have a right to receive a copy of your Protected Health Information in an electronic format or (through written authorization) designate a third party who may receive such information.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by the next appointment after the revisions are implemented.

By signing below, I acknowledge that I have received from Jeffrey Bernstein, Ph.D., the Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information.

Please sign and date here:

_____

Addendum: Good Faith Estimate

You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost.

Under the law, health care providers need to give patients who don’t have insurance or who are not using insurance an estimate of the bill for medical items and services.
You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.

Make sure your health care provider gives you a Good Faith Estimate in writing at least 1 business day before your medical service or item. You can also ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service.
If you receive a bill that is at least $400 more than your Good Faith Estimate, you can dispute the bill.

Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises