



RED BIRD

Mental Health

Contract for Outpatient Services: Child

Welcome to Red Bird Mental Health Services, LLC (RBMH). This document contains important information about our professional services and business policies. Please read it carefully and write down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

PSYCHOLOGICAL SERVICES FOR CHILDREN

Prior to beginning treatment, it is important for you to understand our approach to child therapy and agree to some rules about your child's confidentiality during his/her treatment. Under HIPAA and the APA Ethics Code, RBMH is legally and ethical responsible to provide you with informed consent. As we go forward, RBMH will try to remind you of important issues as they arise.

Therapy is most effective when a trusting relationship exists between the counselor and the client. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. In the state of Pennsylvania, individuals over the age of 14 can consent to treatment and control access to their records. If your child is over the age of 14, please note that this agency cannot legally provide you with information about your child's therapy without a release signed by them.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If your child is at serious risk of harming him/herself or another, you will be informed.

It is RBMH's policy to provide you with general information about your child's treatment status, but we may only do so with the child's consent if the child is over the age of 14. If it is necessary to refer your child to another mental health professional with more specialized skills, your therapist will share that information with you. At the end of your child's treatment, you may request a treatment summary that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, your therapist will strive to listen carefully so that they can understand your perspective and fully explain their perspective. You and your child's therapist can resolve such disagreements or agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. Should you discontinue therapy, it is recommended that you allow the option of having a few closing sessions to appropriately end the treatment relationship.

Although your therapist's responsibility to your child may require involvement in conflict between parents, your therapist's involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session as confidential. Neither parent will attempt to gain advantage in any legal proceeding from your child's therapy. RBMH needs your agreement that in any such proceedings, neither of you will ask your therapist to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena the therapist or to refer in any court filing to anything related to your child's counseling.

Note that such agreement may not prevent a judge from requiring testimony, even though RBMH will work to prevent such an event. If your therapist is required to testify, your therapist does not provide opinions regarding custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, your therapist may provide information as needed, if the appropriate releases are signed or a court order is provided but will not make any recommendation about the final decision.

MEETINGS

Normally, the first 2-3 meetings consist of evaluation in which your therapist will conduct a clinical interview and develop a plan for therapy. During this time, the therapist will also determine if they are the most appropriate treatment provider for your child. In general, a psychotherapy session lasts between 45-60 minutes once per week, although times may vary. Please give 24 hours advance notice if you need to reschedule. The no show fee for the missed session is \$25.00.

BILLING AND PAYMENTS

You will be expected to pay for each session, including co-pays, co-insurance, and deductibles at the beginning of the session. Payment by insurance companies or other organizations is never guaranteed and you are responsible for fees not covered or reimbursed by your insurance for one or more reasons, including but not limited to exclusions from your insurance plan, your insurance plan's designation of the RBMH as an out-of-network provider, and/or my failure to provide your insurance card or relevant personal or financial information. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.

You may be using the Victim Compensation Fund to pay for services. Depending on the circumstances surrounding the crime involved, Victim's Compensation reimburses a certain amount of money for counseling services. Once the fund of money is depleted, you will be required to pay for any remaining services.

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

PROFESSIONAL FEES

In addition to weekly appointments, this agency charges fees for other professional services and billing is based on 15-minute increments. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals, preparation treatment summaries, and the time spent performing any other requested services. If you or your child becomes involved in legal proceedings that requires your therapist's participation, the client will be responsible for the therapist's professional time if he or she is called to testify by the client. Because of the difficulty of becoming involved in such legal proceedings,

RBMH will be charging an initial flat fee for a four-hour block of time. For each additional hour of time required, you will be charged hourly. The full hourly fee schedule is available upon request.

AUTHORIZATION FOR PAYMENT

You hereby authorize payment directly to RBMH for services provided by RBMH. You hereby accept responsibility for all charges not covered by your health insurance. If you are self-pay, you agree to pay the fee at the time of service. You hereby acknowledge that you have been informed that the services provided may not be covered by your insurance plan. You hereby elect to proceed with RBMH’s provision of services with the understanding that you may be personally responsible to pay for the services being rendered to you.

CONTACTING YOUR THERAPIST

Your therapist may not be immediately available by telephone, as they are typically in session while in the office. When unavailable, please leave a voicemail or email. Please note that our email system is not encrypted. Your therapist will make every effort to contact you within 24-48 hours, with the exception of weekends, holidays, or vacation. If you are experiencing an emergency, you are advised to contact your family physician or go to the nearest emergency room. If your therapist is unavailable for an extended time, please call the office at 570-606-1888.

Emergency Contact Information:

Helpline of NEPA	888-829-1341 (570) 829-1341	http://www.helpline-nepa.info/
Luzerne County Victim’s Resource Center	1-866-206-9050	http://www.vrcnepa.org/contact.php
Suicide Prevention Hotline	1-800-273-8255	http://www.suicidepreventionlifeline.org/
Commonwealth Health Wilkes-Barre General Hospital Emergency Room	(570) 829-8111	https://www.commonwealthhealth.net/wilkes-barre-general-hospital-commonwealth
Geisinger Wyoming Valley Medical Center Emergency Room	(570) 808-7300	https://www.geisinger.org/gwv
First Hospital:	(570) 552-3900	https://www.commonwealthhealth.net/first-hospital-commonwealth

PROFESSIONAL RECORDS

Effective January 1, 2019, the following fees may be charged by a health care facility or health care provider in Pennsylvania for production of records in response to subpoena or request:

FEES:	Maximum
Amount charged per page for pages 1—20	\$1.55
Amount charged per page for pages 21—60	\$1.55
Amount charged per page for pages 61—end	\$.39

Amount charged per page for microfilm copies	\$2.20
Flat fee for production of records to support any claim under Social Security or any Federal or State financial needs-based program	\$29.19
Flat fee for supplying records requested by a district attorney	\$23.04
* Search and retrieval of records	\$23.04

Notwithstanding the foregoing, RBMH shall only charge you the price of \$.05 per page for any copies requested by you.

The fees listed previously shall apply for paper copies or reproductions on electronic media whether the records are stored on paper or in electronic format. In addition to the amounts listed previously, charges may also be assessed for the actual cost of postage, shipping and delivery of the requested records.

CONFIDENTIALITY

In general, the privacy of all communications between a client and therapist is protected by law and information can only be released with your written permission. However, there are a few exceptions.

- (1) Thus, in certain situations legal proceedings, you have the right to prevent your therapist from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may court order testimony if he/she determines that the issues demand it.
- (2) Your therapist is a Mandated Reporter, which means that there are some situations in which we are legally obligated to take action to protect individuals from harm. Confidentiality will be waived and pertinent information will be revealed to the appropriate authorities. For example, if a child, elderly, or disabled person is being abused, this information must be reported to the appropriate agency.
- (3) Furthermore, if your therapist has reason to suspect, on the basis of professional judgment, that a child is currently or has ever been abused, they are required to report suspicions to the authority or government agency authorized to conduct child abuse investigations. Your therapist is required to make such reports even if he or she has not seen the child in their professional capacity. Additionally, we need to report suspected child abuse if anyone tells your therapist that he or she knows of any child who is currently being abused.
- (4) Your therapist is mandated to report suspected child abuse if anyone aged 14 or older tells them that he or she committed child abuse, even if the victim is no longer in danger.
- (5) If your therapist believes that a client is threatening serious bodily harm to another, they are required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If the client threatens to harm himself/herself, they may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection. These situations have rarely occurred in practice. If a similar situation occurs, your therapist will make reasonable effort to fully discuss it with you before taking any action.
- (6) If your therapist is involved in a malpractice lawsuit, confidentiality will also be waived.
- (7) For communication between sessions, email communication and text messaging with your permission is used for administrative purposes unless other agreements have been made.

This means that email exchanges and text messages with the office or your therapist should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that RBMH cannot guarantee the confidentiality of any information communicated by your email or text. Therefore, your therapist will not discuss any clinical information by email or text and prefer that you do not either. Also, these methods **should not** be used if there is an emergency. Call 911 or go to the nearest emergency department if there is an emergency.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important to discuss any questions or concerns that you may have at your next meeting. Your therapist will be happy to discuss these issues with you, but formal legal advice may be necessary.

Your e-signature indicates that you have read the information in this document, both the Consent Form and HIPPA, and agree to abide by its terms during our professional relationship. Please sign below if you are unable to E-sign.

Client's Name

Guardian's Name

Client's or Guardian's Signature (if under 14)

Date



RED BIRD

Mental Health

HIPAA: NOTICE OF PRIVACY PRACTICES

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

Uses and Disclosures

There are a number of situations where we may use or disclose to other persons or entities your confidential medical information. Certain uses and disclosures will require you to sign an Acknowledgement that you received our Notice of Privacy Practices, including treatment, payment and health care operations. Any use or disclosure of your protected health information, for anything other than treatment, payment or health care operations requires you to sign an authorization; provided, however, that certain disclosures required by law or under emergency circumstances, may be made without your authorization. Under any circumstance, we will use or disclose only the minimum amount of information necessary from your medical records to accomplish the intended purpose of the disclosure.

Use and Disclosure Without Authorization

We are permitted to use and disclose your confidential medical information for the following purposes:

Treatment We will use your medical information to make decisions about the provision, coordination or management of your health care, including diagnosing your condition and determining the appropriate treatment for that condition. It may also be necessary to share your medical information with another health care provider whom we need to consult with respect to your care. We may also disclose certain information to a pharmacist for the purpose of filling a prescription for you, to a physical therapist to provide physical therapy under appropriate circumstances, or to a facility or other providers should you require surgery or other hospital care. These are only examples of uses and disclosures of medical information for treatment purposes that may or may not be necessary in your case.

Payment We may need to use or disclose information in your medical record to obtain reimbursement from you or your health insurance plan, or another insurer for our services rendered to you. This may also include determinations of eligibility or coverage under the appropriate health plan, pre-certification and pre-authorization of services or review of services for purposes of reimbursement. This information may also be used for billing, claims management and collection purposes together with related health care data processing through our system.

Operations: Your medical records may be used in our business planning and development operations, including improvement in our methods of operation, and general administrative functions. We may also use the information in our overall compliance planning, medical review activities, and arranging for legal and auditing functions.

There are certain additional circumstances under which we may use or disclose your medical information without first obtaining your authorization. Those circumstances generally involve public health and oversight activities, law enforcement activities, judicial and administrative proceedings and in the event of death. Specifically, we are required to report to certain agencies information concerning certain communicable diseases, sexually transmitted diseases and HIV/AIDS status. We are also required to report instances of suspected or documented abuse, neglect or domestic violence. We are required to report to appropriate agencies and law enforcement officials information that you or another person are in immediate threat of danger to your health or safety as a result of violent activity. We must also provide medical record information when ordered by a court of law to do so or if we are the subject of a malpractice lawsuit.

Authorization for Use or Disclosure

Except as outlined in the above sections, your medical information will not be used or disclosed to any other person or entity without your specific Authorization, which may be revoked by you in writing at any time. In particular, except to the extent disclosure has been made to governmental entities required by law to maintain the confidentiality of the information, information will not be further disclosed to any other person or entity with respect to information concerning mental health treatment, drug and alcohol abuse, HIV/AIDS, or sexually transmitted diseases which may be contained in your medical records. We likewise will not sell your protected health information in a manner prohibited by HIPPA, disclose your medical record information to an employer for purposes of making employment decisions, to a liability insurer or attorney as a result of injuries sustained in an automobile accident, or to educational authorities, without your written authorization.

Additional Uses and Disclosures

We may contact you from time to time to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Individual Rights

You have certain rights with respect to your medical record information, as follows:

1. You may request that we restrict the uses and disclosures of your medical records. If you request a restriction on the use of information for treatment, payment and operations, or restrictions involving your care or payment related to that care, we are not required to agree to the restriction; however, if we agree, we will comply with it, except with respect to emergencies, disclosure of the information to you, or if we are otherwise required by law to make a full disclosure without restriction.
2. You have the right to request receipt of confidential communications of your medical information by an alternative means or at an alternative location. If you require such an

accommodation, you will be charged a fee for the accommodation and will be required to specify the alternative address or method of contact and how payment will be handled.

3. You have the right to inspect, copy and request amendment to your medical records. Access to your medical records will not include psychotherapy notes contained in them, or information compiled in anticipation of or for use in a civil, criminal or administrative action or proceeding or for which your access is otherwise restricted by law. We will charge a reasonable fee for providing a copy of your medical records, or a summary of those records, at your request, which includes the cost of copying, postage, or preparation of an explanation or summary of the information.
4. All requests for inspection, copying and/or amending information in your medical records must be made in writing and be addressed to “Privacy Officer” at our address. We will respond to your request in a timely fashion.
5. You have a limited right to receive an account of all disclosures we make to other persons or entities of your medical records information except for disclosures required for treatment, payment and health care operations, disclosures that require an Authorization, disclosures incidental to another permissible use of disclosure, and otherwise as allowed by law. We will not charge you for the first accounting in any 12-month period; however, we will charge you a reasonable fee for each subsequent request for an accounting within the same 12-month period.
6. You have the right to obtain a paper copy of this notice if the notice was initially provided to you electronically, and to take one home with you if you wish.
7. All requests related to your rights herein must be made in writing and addressed to “Privacy Officer” at the address noted below.
8. You have a right to restrict the disclosure of information if the disclosure is to a health plan for the purposes of carrying out payment or health care operations (not treatment) and the protected health information pertains solely to an item or service for which RBMH has been paid in full by you on an our-of-pocket basis.

Our Duties

We have the following duties with respect to the maintenance, use and disclosure of your medical records:

1. We are required by law to maintain the privacy and security of the protected health information in your medical records and to provide you with this Notice of its legal duties and privacy practices with respect to that information.
2. We are required to abide by the terms of this Notice currently in effect.

3. We have the right to deny access to an individual if the information was obtained from someone other than a health care provider under the promise of confidentiality and the access would be reasonably likely to reveal the source of the information or a licensed health care professional has determined that the access is reasonably likely to endanger the life or physical safety of the individual or another person.
4. We reserve the right to change the terms of this Notice at any time, making the new provisions effective for all health information and medical records we have and continue to maintain. All changes in this Notice will be prominently displayed and available at our office or upon request.

Complaints

You may file a written complaint to us or to the Secretary of Health and Human Services if you believe your privacy rights with respect to confidentiality information in your medical records have been violated. All complaints must be in writing and must be addressed to the Privacy Officer (in the case of a complaint to us) at the address set forth below or to the person designated by the U.S. Department of Health and Human Services if we cannot resolve your concerns. You will not be retaliated against for filing such a complaint. More information is available about complaints online at the government's website: <http://www.hhs.gov/ocr/hipaa>

Contact Person

All questions concerning this Notice or requests made pursuant to it should be addressed to:

Megan Velo-Zorzi, Psy.D., M.Ed.
65 N. Washington Street
Wilkes-Barre, Pa 18701
570-606-1888

Effective Date

This Notice is effective March 15, 2020 and applies to all protected health information contained in your medical records maintained by us.

ACKNOWLEDGMENT: RECEIPT OF NOTICE OF PRIVACY PRACTICES

I have received a copy of Red Bird Mental Health Services, LLC's ("RBMH") current Notice of Privacy Practices:

Name (please print): _____

Signature: _____

Date: _____

I am a parent or legal guardian of _____ (patient name). I have received a copy of RBMH's current Notice of Privacy Practices.

Name (please print): _____

Relationship to Patient: Parent Legal Guardian

Signature: _____

Date: _____

If the individual or parent/legal guardian did not sign above, RBMH staff must document when and how the Notice was given to the individual, why the acknowledgment could not be obtained, and the efforts that were made to obtain it.

Notice of Privacy Practices given to individual on _____ (date)

In Person Mailing Email Other _____

Reason individual or parent/legal guardian did not sign this form:

- Did not want to
- Did not respond after more than one attempt
- Other _____

The following good faith efforts were made to obtain the individual or parent/legal guardian's signature. Please document with dates, times, individuals spoken to, and outcome, as applicable, the efforts that were made to obtain the signature.

- In person conversation _____
- Telephone contact _____
- Mailing _____
- Email _____
- Other _____

Staff Name (please print): _____ Title: _____

Signature: _____ Date: _____