

Family Center by the Falls Office Policies and Procedures

Welcome to the Family Center by the Falls (FCBTF). We realize the decision to pursue mental health treatment for yourself or your child is a major decision and you may have many questions. This document seeks to inform you of our policies, state and federal laws, and your rights. If you have other questions or concerns, please ask and we will try our best to provide you the information you need.

PROVISION OF SERVICES

Please understand that FCBTF offers a variety of mental health services, including psychiatric and psychological assessment and treatment, psychological and psychoeducational testing, individual and family counseling, telemedicine, educational workshops, support groups, school consultation and coaching for academic performance/executive functioning. Our practice includes child and adolescent psychiatrists, clinical psychologists, licensed professional clinical counselors, licensed clinical social workers and education specialists. We regularly serve as supervisors or preceptors for medical residents/fellows and students in training in psychology, counseling or social work.

During the initial visit/evaluation we will seek to determine how we might best serve you and/or your child's needs. Referrals will be provided if we determine you/your child would be best served by another professional. Our services are voluntary. You are free to terminate our services at any time. If you choose to obtain services from our practice, you will be required to read and sign the last page of this document stating that you understand, accept, and will abide by these policies and procedures.

APPOINTMENTS

Services are provided by appointment only. Appointments are scheduled by our office staff or the clinician serving you and/or your child. If you can't keep a scheduled appointment, **please notify us at least 24 hours prior to the appointment. If you cancel within 24 hours of a scheduled appointment or fail to come to a scheduled appointment you will be charged 50% of the anticipated session fee. Payment is due prior to your next appointment and is not covered by insurance.**

TELEPHONE CALLS AND E-MAIL

Our clinicians **do not** respond to phone calls during sessions. Phone calls may be answered by our office staff or by voice mail during **normal business hours**. We typically have support staff on site on Mondays from 10:00 AM – 4:00 PM and Thursdays from 11:00 AM to 5:30 PM, but staff check and return messages remotely on other business days. We attempt to return routine phone calls within two business days.

Please keep in mind that discussion of treatment issues by phone, as well as calls to obtain insurance authorization/reimbursement, will be billed as *Telephone Calls or Electronic Communication*. This service is not reimbursed by insurance companies. Phone calls and E-mail responses that require ten or more minutes of your clinician's time will be billed in accordance with our published rates and payment is due by the next session or within 30 days, whichever comes first. Please note that not all of our clinicians use E-mail.

Additionally and importantly, **E-mail is never to be used in an emergency situation! In an emergency, please call our office during business hours (or if necessary, 911) or proceed to the nearest emergency room. If a live staff person is not available, please call our answering service at (440) 473-9031.**

In emergencies, at least one of our physicians is available. We respond to emergencies only for active patients. An “active patient” is defined as a person who has received services from a clinician in the practice within the past six months.

LETTERS AND FORMS

Requests for letters and other written communication consume a great deal of time for our clinicians. We bill on a pro-rated basis of the hourly rate for the clinician with a minimum charge of \$30.00 for any letters or reports requested of us by parents or school officials. Any reports, letter or records (including, but not limited to reports for insurance authorization) that you request from us that require staff preparation outside of scheduled evaluation or treatment visits will be billed as “*report preparation*” and is not covered by insurance. An *evaluation summary* will be sent, free of charge, at your request, to your child’s referring clinician and/or primary care physician.

HOME, SCHOOL, OR OTHER SERVICES PROVIDED OUTSIDE THE OFFICE

Some of our clinicians will, as appropriate, provide services in your home, your child’s school, or other alternative locations. There will be a surcharge (not billed to insurance) for travel time for services provided outside the office. Round trip travel time will be billed at 50% of the clinician’s hourly rate on a pro-rated basis.

PRESCRIPTION REFILLS

Patients obtaining medical services from our physicians will receive prescriptions sufficient to last until the next scheduled follow-up visit. Exceptions may occur when your/your child’s physician is initiating a new medication, adjusting the dose of medication, or discontinuing medication. If you cancel or reschedule an appointment and need a new prescription or refills prior to your next appointment, **please call us at least five working days in advance of the prescription running out.** We don’t accept prescription requests from pharmacies by phone or fax. **There will be a minimum \$30.00 charge for prescriptions provided outside of scheduled appointments, unless a change in medication is initiated by your physician. If more than one prescription is requested, there will be a \$10.00 charge for each additional prescription.** You can pay this fee with a credit card over the phone or in person.

Please remember that many of the medications our physicians prescribe (especially stimulant medications for ADHD) cannot by law be phoned or faxed to a pharmacy.

If your insurance company or pharmacy benefit manager requires prior authorization for prescription medication, our office support staff will attempt to get prescriptions for the medication approved at no charge. Psychiatrists are not available to speak with representatives of insurance companies or pharmacy benefit managers or to complete online authorizations or paperwork related to authorization of either clinical services or prescription medication. It is your responsibility to pay for any medication prescribed to you or your child. If you are unable to do so, please contact your/your child’s physician to discuss more affordable medication alternatives.

We are unable to submit prescriptions on behalf of patients directly to mail-order pharmacies or pharmacy benefit managers.

EDUCATIONAL SERVICES

Any classes, workshops, or online training provided by FCBTF staff are educational in nature and are not considered “treatment.” There is no assurance of confidentiality in such activities.

TREATMENT COORDINATION

We need to be able to share information for the purpose of coordination of care with other behavioral healthcare professionals involved with your child/family. We may also desire to share information relevant to your child’s primary care physician. We will not charge for any time spent in coordinating care with your child’s primary care physician or referring clinicians **with whom we have a collaboration agreement**. If your child is receiving ongoing services from a behavioral healthcare professional from outside our practice, we must have your permission to share appropriate information with that individual/group in order to provide services to your child. **We reserve the right to request that you discontinue services with other behavioral healthcare professionals if we believe those services interfere with our ability to provide the highest quality of service to your child/family.**

CONFIDENTIALITY

In general, state and federal laws protect the privacy of all communications between a patient and a counselor or psychologist, and information about our work will only be released with your written permission. There are a few exceptions, which are very infrequent, but you should be aware of these circumstances.

- If the patient/client is in such a mental or emotional condition that he/she poses a danger to him/herself or others, or the property of another person.
- If a patient/client presents a clear and substantial risk of imminent harm to another person, the treating professional is required to notify intended victims and/or law enforcement personnel.
- To report allegations of abuse or neglect of a child, elder, or vulnerable adult (i.e., someone who is disabled), to the state Department of Children and Families Abuse Hotline.
- To report a crime committed on premises or a crime against a FCBTF staff member.
- If a patient/client chooses to file a lawsuit or complaint against the practice, relevant information may be disclosed as part of defense proceedings.
- To assist medical personnel to provide treatment in a legitimate medical emergency, if the patient/client is unable to give such information.
- If a government agency is requesting the information for health oversight activities, FCBTF may be required to provide it to them.

These situations have rarely occurred in our practice. If a similar situation occurs, your treating professional will make every effort to fully discuss it with you before taking any action.

In order to provide you with the best possible service, your treating professional may occasionally seek clinical consultation with another professional. No names or specific identifying information will be released, and the consultant is also legally bound to keep information confidential.

There are a few other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- FCBTF is a practice of mental health professionals from multiple disciplines and employed support staff. In most cases, FCBTF needs to share protected information among members of our staff for clinical and administrative purposes, including scheduling, billing, treatment coordination and quality assurance. All professionals employed by the practice are bound by the same rules of confidentiality. All staff members have received training on protecting your privacy.
- FCBTF has formal business associate contracts with billing, data processing, and collection services that promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, FCBTF can provide you with the names of these organizations and/or a blank copy of this contract.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep treatment records. We will maintain your medical record including intake and treatment information. You have a right to view and obtain a copy of your medical records as provided for in the Federal and Ohio law and professional ethics. You are entitled to receive a copy of your records, or we can prepare a summary of the record for you. Professional records can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, we recommend you review them with your treating clinician so they might discuss the content of the records and answer any questions you might have. This service is provided at no charge.

Patients will be charged an appropriate fee for any professional time spent in responding to information requests.

LEGAL ISSUES

We do not provide legal advice or forensic services as part of our practice. Please notify your clinician immediately if you are or become involved in a legal or criminal matter that may require our participation. If you become involved in legal proceedings and require our participation, you are expected to pay for professional time rendered. In addition, potential conflicts may arise that may render us unable to provide your/your child's ongoing mental health care.

FINANCIAL RESPONSIBILITY AND BILLING INFORMATION

We require payment in full for services at the time of each visit. Payment is due at the time of service. You may pay by cash, check, money order, Visa, Master Card, Discover or American Express. We will file a claim on your behalf to your insurance company for out of network services if you desire. Any reimbursement for care received in our practice will be mailed to you directly from your insurance provider. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is very important you understand extent of your mental healthcare benefits available through your insurance plan.

We do not participate in any insurance networks and do not accept insurance coverage as payment. Our office staff will be glad to file a claim on your behalf to your insurance company following your payment to us for services rendered. Most insurance companies require us to provide them with a clinical diagnosis. We may be asked to provide additional clinical

information to your insurance provider, such as treatment plans or summaries. In rare cases, insurance companies have demanded copies of patient medical records. This information will likely become part of your insurance company's records and will probably be stored electronically. FCBTF has no control over the information once it is in your insurance company's possession.

A parent or legal guardian needs to be present for any scheduled psychiatric appointment for patients under 18 years of age. It is not appropriate for minors to come to appointments unaccompanied unless payment arrangements are made in advance and your clinician agrees that a parent or guardian need not be present.

Please be aware that if your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure payment. This may involve hiring a collection agency or filing a claim in small claims court. If such legal action is necessary, the additional costs associated with collection will be included in the claim. Such claims will be filed in Geauga County. In most collection situations, the only information we release the patient's name, the nature of the service provided and the amount due. Refusal to pay for services may result in termination of care.

If you or another party request or subpoena our staff to participate in any legal proceedings, you agree to compensate the staff in accordance with our fee schedule for court-related work, including travel and preparation time. A fee schedule is available from our office staff.

When the patient is a dependent child of separated or divorced parents, **the parent bringing the child is responsible for payment.** Any court agreement regarding payment of medical services is between the parents.

TERMINATION OF SERVICES

FCBTF shall have the option to terminate counseling services in the event that the patient account is not kept current, defined as paid in full without other arrangements having been made.

MINORS AND PARENTS

Patients under 18 years of age who are not emancipated minors and their parents should be aware that the law allows parents to examine their child's treatment records except as described in the next sentence.

According to Ohio law, children between 14 and 18 may independently consent to and receive up to six sessions of counseling (provided within a 30-day period) and no information about those sessions can be disclosed to anyone without the child's agreement under most circumstances. While privacy in counseling is often crucial to successful progress, especially with teenagers, parental involvement is also essential to successful treatment.

For children ages 18 and over, it is FCBTF policy to request an agreement between the patient and his/her parents allowing FCBTF to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions.

MINOR CHILDREN AND DIVORCED, UNMARRIED, OR SEPARATED PARENTS

When treatment is provided to a minor child whose parents have been divorced, never married or separated; there may be an ethical and legal obligation by FCBTF to provide information concerning treatment of the minor child to both parents. In order to understand our role as treatment providers, we will require a copy of the divorce decree that establishes custody and allocation of parenting time. For purposes of this Agreement for services, the parent presenting the minor child for services is defined as the “presenting” parent, and the other parent as the “non-presenting” parent. The non-presenting parent is typically entitled to the same information as the presenting parent concerning the nature of treatment, treatment plan, time and date of appointments and any comments concerning treatment and treatment recommendation made by the treating psychologist to the custodial parent. Both parents should understand that they are not the patient/client and neither parent has the right to privilege or confidentiality with respect to information they provide inside or outside of scheduled appointments. Typically, the other parent is entitled to any information they do provide.

The non-presenting parent is not entitled to attend counseling appointments with the child unless appointments occur on their visitation day, or the presenting parent consents to making an appointment on a non-visitation day. The non-presenting parent is responsible for payment when attending a counseling appointment that the non-presenting parent has scheduled, unless both parents have made other arrangements in writing that are satisfactory to FCBTF.

FCBTF may recommend counseling that requires participation of the non-presenting parent. The rationale for any such recommendations will be discussed with you, and your input will be sought. If our treatment recommendations are declined by the presenting parent, we reserve the right to terminate services. Input of both parents in planning and conducting treatment is essential.

Please contact our office staff for clarification of any of these policies or procedures.

**Family Center by the Falls
8401 Chagrin Road
Chagrin Falls, OH 44023
(440) 543-3400 Fax: (440) 543-2287**

**Family Center by the Falls
Policy and Procedures Agreement Form**

Patient Name: _____

Date: _____

I have read and agree to abide by the office Policy and Procedures for Family Center by The Falls.

Name and relationship to the patient:

Date: