

WNY Center for Children and Families Psychological and Educational Services

792 B Davison Road Lockport, NY 14094

716-531-8050

drnaylor@wnyccf.com

Client Services Agreement

This document contains important information about professional services and business policies for WNY Center for Children and Families (WNYCCF). Please read it carefully. After you have reviewed this document, if you agree to the policies and procedures described, please sign the treatment/Notice of Privacy Practices Form. If you have any questions, please discuss it with your provider at the beginning of the session. When you sign this document, it represents an agreement and it will become part of the patient Clinical Record.

Psychological Services

Psychological services may include individual psychotherapy, group psychotherapy, telemedicine, family therapy, and consultation services and evaluations/assessments. Therapy can have benefits and risks. Because therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings like sadness, anxiety, or anger. On the other hand, therapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Providers at WNYCCF utilize treatment approaches that have demonstrated effectiveness. Some of the treatment approaches for children and teens can be reviewed at www.effectivechildtherapy.com or for adults at <http://global.oup.com/us/companion.websites/umbrella/treatments/>. Treatment may often involve collaterals (e.g., parents of children who are patients have a key role in their child's treatment). Between session activities are frequently assigned and outcome of therapy has been shown to be related to effort on the part of patients and collaterals that occurs between sessions. ***Psychological evaluations/assessments yield results and recommendations. By signing the service agreement form you acknowledge that an assessment may yield inconclusive results or the result you either expected or did not expect. You have a right to discuss your concerns with your provider any aspect of your treatment/evaluation.

Timeline of Treatment

Ongoing therapy generally follows a specified number of sessions; however, therapy may take less or more time depending on the person and the nature of the person's goals. The expected timeline of therapy will be discussed within the first three sessions. Treatment will also adhere to policies set forth by your insurer, if applicable (e.g., timeliness of routine visits or emergency visits). Each session will last around 50 min. You may end therapy at any time. Generally, you will be the one who decides when therapy will end. When possible, you are encouraged to make this decision with your provider. There are some situations in which your provider may decide that therapy will end. If your provider determines that they are not able to help you, you will be informed of this fact and referred to another therapist who may meet your needs. You will also be made aware if there is a potential conflict in treatment due to a dual relationship. Additionally, if you do not maintain involvement in

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treatment (e.g., successive missed appointments, cancelled appointments without scheduling follow-up appointments), then you will be notified of a potential discharge and referral back to your medical doctor.

Billing and Payment

Payment is due at the time of service. Cash, credit card, and check are accepted. Please refer to the payment authorization form to indicate your method of payment. A credit card is kept on file (requirement). You will be provided with a receipt for all payments. Partial payment plans to address past due balances can also be arranged. If more than 90 days pass without full payment on services provided, then it is the policy of this practice to reserve the right to utilize legal action to secure payment for services, which may include utilizing third party collections. If this occurs additional fees may apply. There is a \$30.00 fee for returned checks.

Insurance

This practice may be a participating provider with your insurance carrier. You are required to contact your insurance carrier to determine if we are in-network. If your provider is a participating provider with your insurance, then we will submit necessary paperwork regarding your insurance. At each visit, you will be responsible for your co-payment. If you have a plan with a deductible or coinsurance, you may be required to pay for the deductible at the time of service, if your deductible has not been met. Please note that insurance carriers may require me to disclose information about a patient necessary for business operations. If we are not a participating provider with your insurance, you will be provided with a statement of services provided and will be assisted in filling out required documentation to aid in any potential reimbursement. However, you will be charged for the full cost of the service at the time of the service and you will be responsible for seeking reimbursement from your insurance carrier. Please contact your insurance carrier to review the mental health benefits covered by your policy as well as verify any information regarding benefits available, annual deductibles or coinsurance, and any co-payment fees.

***Please note that WNYCCF providers do not participate with NYS Medicaid; however Dr. Naylor does participate with several managed Medicaid plans. If you or your child is enrolled directly with NYS Medicaid, then you are responsible for any applicable payments.

If there is an error in billing you will be notified. If overpayment occurs, you will have the option of applying overpayment to future services or reimbursement.

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Professional Fees

Please note that the following rates are what is billed to an insurance plan and are also the private pay rates. The fee for an initial appointment is \$200.00 (CPT Code 90791). The initial appointment generally lasts between one hour to an hour and a half. 60 minute psychotherapy and family therapy codes are billed at \$175.00 (CPT Code 90837). 45 minute psychotherapy is billed at \$150.00. 30 minute psychotherapy is billed at \$120.00. Group psychotherapy is billed at \$60.00 per session. Consultation is billed at a rate of \$175.00. Psychological testing and report writing is billed at \$175.00 per hour. There may be additional charges depending on the services provided. If diagnostic assessments involve obtaining teacher information, then a separate code is utilized to obtain reimbursement (CPT Code 96127) at the rate of \$15.00 per assessment. Some insurances do not reimburse for this code. If collaterals are involved in treatment then an add-on code will apply (CPT Code 90785), billed at \$20.00. If you become involved in legal proceedings that require participation by your provider, you will be expected to pay for all of your provider's professional time by the hour, including preparation and transportation costs, even if your provider is called to testify by another provider. Please refer to the sample statement/bill reflecting cost of services.

Cancellation and Missed Appointment Policy

Once an appointment is scheduled you will be expected to attend unless you provide 24 hours advance notice of cancellation, regardless of the reason for cancellation. Based on your preference of communication (email or text), you will receive a reminder of your appointment 24 hours in advance. **Please utilize the patient portal to self-schedule/reschedule appointments. You will receive an email from TherapyPortal.com. Please check your spam/junk mail in case it was sent there. If a session is missed or cancelled within the 24 hours prior to the start of the appointment, then you will be billed for a missed appointment fee of \$30.00.**

Contacting Your Provider

To contact your provider, call 716-531-8050. Leave a message with your name, phone number, the best times to reach you and a brief description of the reason for your call. Your call will be returned within the next day. If you are calling after hours, or the nature of your call is an emergency, call 716-638-0677. You will be provided with additional information on how to contact your provider or you may be directed to take more immediate action by calling 911 or your local crisis hotline. You may choose to contact your provider through email. Please note that treatment is not provided through email/text and email/text should not be utilized for emergency services. Appointments are currently only scheduled or rescheduled via phone and through the patient portal which can be accessed at: <https://www.therapyportal.com/p/justinnaylor14221/>.

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Professional Records

HIPAA and professional guidelines require that your Protected Health Information (PHI) be included in your clinical record. Please refer to how PHI is utilized by reviewing the privacy practices document. You have a right to review your clinical record. You acknowledge that your electronic signature is valid. You are required to place in writing your request to review your clinical record and to request any portion of your record to be sent to another party. You have a right to copies of session notes and reports. There is a fee of 75 cents per page of copying plus mailing for records provided to you. There is no fee for records shared between your provider and other healthcare professionals. Records requests should be addressed to the following address:

Western New York Center for Children and Families Psychological and Educational Services

792 B Davison Road

Attn: Justin Naylor, Privacy Officer

Lockport, NY 14094

Patient Centered Care, Patient Rights and Responsibilities, and Emergency Transfer of Care

As a patient, you have the following rights and responsibilities:

- To be provided with information about the nature of therapy and the cost of services prior to engaging in therapy
- To be provided with information for you to make an informed decision/consent of your treatment
- To be able to discuss concerns you have regarding your treatment
- To obtain additional information regarding the practice of psychology and rights of patients in NYS at:

<http://www.op.nysed.gov/prof/psych/psychbroch.htm>

- Confidentiality under federal and state laws governing psychotherapy services
- To humane, person-centered care free from any discriminatory view or practice
- To treatment that adheres to your insurance's policies
- To contact and consult with legal counsel at the patient's expense
- Additional rights under HIPAA
- To active involvement in the development of your course of treatment
- Adult and Minor patients have a right to treatment in an emotionally neutral setting
- Minor patients have a right to treatment free from disputes/arguments between parents/guardians that may compromise treatment. Unless otherwise specified, treatment and assessment information cannot be used for litigation.

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- Emergency transfer of care: If a patient presents in imminent danger a plan will be made to secure the patients safety, which may include, but is not limited to conducting a lethality assessment, transport to an emergency room via ambulance with provider coordination, or calling 911.
- Patients/collaterals are encouraged to contact their provider in a crisis situation to plan for a follow-up visit.

Confidentiality and Limitations

The law protects privacy between a client and a psychologist. In most situations, information can only be released to others if you sign a written authorization form that meets certain legal requirements. It is important to inform you of the few situations in which we are either permitted to or mandated to disclose information without your consent or authorization. Confidentiality and limitations applies to all business associates and psychological trainees associated with this practice.

- Duty to Warn and Protect: When a patient informs a psychologist of a plan to harm others, psychologists are required to notify the intended victim and notify authorities.
- When a patient discloses an immediate intent to harm themselves (e.g., have a concrete plan), psychologists are required to notify legal authorities and make reasonable attempts at ensuring the safety of the patient.
- If a court orders release of information about your treatment.
- If a government agency is requesting the information for health oversight activities.
- If a patient files a complaint or lawsuit against a provider, information may be disclosed regarding that patient.
- If requests are made by patients and/or their designee for the acquisition of services/supports (e.g., application for specific benefits such as SSI).
- When there is indication of abuse of a patient (i.e., child or vulnerable adult), psychologists are required to notify authorities and/or social service agency.
- NY SAFE Act: New York Secure Ammunition and Firearms Enforcement Act MHL 9.46 requires mental health professionals to report to their local director of community services (DCS) or his/her designees when, in their reasonable professional judgment, one of their patients is “likely to engage in conduct that would result in serious harm to self or others.”
- Minor's parents/guardians generally have access to their children's records. Adolescents 13 - 17 generally have additional privacy rights with regard to medical care and therapy. We will discuss the limitations of confidentiality when treatment involves a minor.
- Additional rights are provided through HIPAA.

Updated: 3/19/2021 JAN