



Enlightening Hope Counseling, LLC

13380 Route 30 Suite 5D

North Huntingdon, PA 15642

Phone: 724-689-6714

Definitions: Enlightening Hope Counseling, LLC also referred to as "EHC" in this document

APPOINTMENTS AND CANCELLATIONS:

Please remember to cancel or reschedule 24 hours in advance. If you do not show your appointment or cancel with less than 24 hours notice, you will be charged the full cost of your session, not to exceed the contracted rate of your insurance or private pay agreement. These charges and fees can not be charged to the insurance company. Payment is due prior to scheduling the next appointment. EHC/Therapist has the right to waive or reduce the fee on a case by case basis.

This is necessary because a time commitment is made to you and is held exclusively for you.

If you are late for a session, you may lose some of that session time. I will end the session at the scheduled time in order to avoid disruption of services to others. I will adjust your billing accordingly to reflect the time spent in session. If you are more than 10 minutes late to your session without prior communication, you may be required to cancel or reschedule. Late Cancellation and No Show Policy will apply if you arrive more than 10 minutes late to session and need to cancel or reschedule.

REOCCURRING OR STANDING APPOINTMENTS:

If you late cancel or no show 3 consecutive sessions and have a standing appointment, your standing appointment will be removed from the system.

SESSION LENGTH:

The standard meeting time for psychotherapy is approximately 55 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 55-

minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

TELEHEALTH:

EHC provides telehealth services. Telehealth is provided on a HIPAA compliant platform that offers video/audio. EHC reserves the right to refuse telehealth services to you and recommend in-person if I feel you are not clinically appropriate for telehealth. If you are unable to attend in-person sessions with me due to proximity, I will refer you to a provider who is closer to you. If EHC or I recommend that you are appropriate for in-person therapy and you decline the recommendation, you will be referred to other providers in their area.

It is your responsibility to insure that you are in a confidential place while participating in Telehealth. EHC/therapist has the right to terminate a telehealth session if I feel that confidentiality may be broken.

If you engage in telehealth, you are required to provide me your location at the start of session for safety reasons. You are also required to provide an emergency contact.

ALTERNATIVE TELEHEALTH PLATFORM:

If for some reason, the Simplepractice Telehealth does not function properly, EHC utilizes Microsoft Teams to conduct sessions. Teams is a HIPAA compliant platform.

PROFESSIONAL SERVICE FEES:

Initial Evaluation: \$200

55 minute session: \$150

45 minute session: \$120

30 minute session: \$70

15 minute Initial Consultation: Free

SLIDING SCALE:

EHC reserves the right to reduce the service rate on a case by case basis. Copays and deductibles are not eligible for a reduced rate.

OTHER FEES NOT LISTED:

If during the course of treatment, you need another service that is not listed (Examples include but are not limited to: report writing, telephone calls lasting more than 15 minutes, or attending meetings that you have requested I attend), we will discuss that fee before that service is completed and a fee agreement for that service will be signed. The standard rate for these services is \$150 per hour but depending on the nature of the situation that rate may be adjusted.

CHILD CUSTODY EVALUATIONS:

Enlightening Hope Counseling, LLC or Bethany Ackerman, Ph.D., LPC do not provide child custody evaluations. I feel that this is out of my scope of practice. If you are in need of a child custody evaluation or if during the course of treatment, you need a child custody evaluation, I will be happy to help you locate a provider who provides this service.

DRUG AND ALCOHOL EVALUATIONS/VERIFICATION OF TREATMENT FOR M.A.T:

Enlightening Hope Counseling, LLC or Bethany Ackerman, Ph.D., LPC do not provide court ordered drug and alcohol evaluations. We also not provide verification of counseling for medication assisted treatment. If you are in need of these services, we will be happy to help you locate a provider who provides these services.

INSURANCE CLIENTS:

Each insurance company has their own standard fees for the intake and subsequent appointments. This is the rate that they agree to pay and is part of my Provider Contract. You are responsible for copays, coinsurances, and/or any deductibles. You are responsible for payment at the time of service.

If you have an insurance company that I am a participating provider for (in-network), we are able to bill the insurance for services provided. With your permission, I am able to bill the insurance for services provided.

There may be times that your insurance company may deny payment for services provided. You may need to file an appeal or grievance against this denial. I will do my best to assist your during this process but you will be responsible to file this appeal or grievance with the insurance company. In the event that payment is still denied after the appeal or grievance, you will be responsible for payment of services.

If you chose to use your insurance, you should be aware that insurance companies do require me to provide them with information to be reimbursed. These include, but are not limited to, your name, diagnosis, date of service, and session length in minutes. In addition, insurance companies may require me to provide more extensive information to verify services including but not limited to treatment plans or goals, assessments, or copies of

records, including the entire record. Insurance companies are held to the same HIPAA standards; however, once I send the information to the insurance company, I am no longer responsible for the information. In the event that the insurance company requires more detailed or extensive information, you will be made aware of this. It is important to remember that you always have the right to pay for services yourself to avoid the potential problems described above.

CLIENTS WHO CHOOSE NOT TO USE INSURANCE:

If you chose not to use your insurance's mental health benefits, you will be charged the cash rate fee. You will be required to sign a form stating they are voluntarily choosing not to use your insurance. You can begin using your insurance at any time. Payment for services will be due at the start of session.

PRIVATE PAY FOR MEDICAL ASSISTANCE OR MEDICARE

EHC is not in-network with PA Medical Assistance or Medicare. If you have Medical Assistance or Medicare as primary or secondary insurance, you are not eligible for private pay agreements. You will be referred to a provider who is in network with Medical Assistance or Medicare.

NO SURPRISES ACT/GOOD FAITH ESTIMATES

The No Surprises Act requires that you be given an estimate for the services you will be provided. In order to comply with the No Surprises Act, EHC will provide you Good Faith Estimates if who chose not to use your insurance or if you do not have insurance. These estimates will include the your name, date of birth, description of the services that will be provided, itemized list of services that the client can expect to be provided, diagnostic codes, services codes, and expected charges, provider name, NPI, tax id number, and the office location where services will be provided. The estimates will not be a contract and nor an obligation to pay. These are Good Faith Estimates and the services are subject to change based on need and/or if circumstances change. You will not need to sign the Good Faith Estimate. The estimate will be documented in their chart.

The Good Faith Estimates will be provided as follows:

- If a service is scheduled at least 10 business days in advance, the Good Faith Estimate must be provided within 3 business days. (This is within 3 business days of the *scheduling*, not of the appointment itself.)
- If a service is scheduled at least 3 business days in advance, the Good Faith Estimate must be provided within 1 business day of scheduling.
- If a service is scheduled less than 3 business days in advance, a Good Faith Estimate is not required.

- If an individual requests a Good Faith Estimate, it must be provided within 3 business days.

· If you are receiving long-term or ongoing services, a Good Faith Estimate will be completed every 12 months, to cover the next 12 months of planned or potential services.

If you are not using your insurance benefits, you have a right to receive a Good Faith Estimate upon request. A link to the No Surprises Act is included on EHC website if you would like additional information.

REFUNDS:

If you are due a refund from EHC, you will receive it via the original form of payment. If you paid via check or cash or if the original form of payment is unavailable (ie card cancelled), client will be issued a check from EHC. All refunds will be documented in the chart and billing system.

CREDITS ON ACCOUNTS:

If you have a credit on your account for any reason, you may be chose to use the credit to cover future copays or deductibles or you may receive a refund to their original form of payment.

RETURNED CHECK FEE:

If a check is returned to EHC for non-sufficient funds, you will be charged a \$35 returned check fee.

COPAYS AND DEDUCTIBLES:

Copay and deductible payments are due at time of service. Due to insurance company policies, copays and deductibles can not be reduced or waived by EHC.

FAILURE TO PAY ACCOUNT BALANCE:

If you accumulates a balance of more then \$250, counseling services will be suspended until payment is made to take the account balance below \$250. In the event you fail to pay your account balance or terminate services, EHC will make reasonable attempts to collect the balance due. If you terminate services and/or do not pay your account balance, EHC reserves the right to proceed with sending your account to collections which may negatively impact your credit score. You will be notified in writing prior to EHC sending your account to collections and given a final opportunity to pay your account balance.

PAYMENT PLANS:

You can go on a payment plan for counseling services if your balance is beginning to exceed \$250. If you are on a payment plan and the balance is decreasing, services will not be suspended or discontinued. If you stop making consistent payments on a payment plan, services will be suspended. A payment plan agreement, signed by you, will be placed in your chart.

INSURANCE BENEFITS:

It is the your responsibility to know your insurance benefits. Enlightening Hope Counseling, LLC will make reasonable efforts to confirm benefits prior to the first session and whenever insurance changes occur; however, if the insurance fails to pay then you are responsible for the balance. It is your responsibility to notify Enlightening Hope Counseling, LLC immediately of any changes to your insurance.

ON-CALL PROCEDURE:

The on-call emergency number for Enlightening Hope Counseling, LLC is 724-689-6714. In case of crisis, please call 911, Westmoreland Mobile Crisis 1-800-836-6010, RESOLVE CRISIS Network at 1-888-796-8226, call or text Suicide and Crisis Lifeline at 988, or go to the nearest emergency room.

EMERGENCY CONTACT:

You are asked to provide an emergency contact. If you present with a clinical emergency including but not limited to medical or psychological, I will attempt to contact your emergency contact listed in the chart. You have the right to decline to provide an emergency contact. If you decline to provide a emergency contact, it will be documented in the chart.

VACATION/CLINICIAN UNAVAILABLE:

If I am planning to be unavailable for an extended period of time (longer than 48 hours excluding weekends and holidays) for vacations or for other planned reasons and will not have phone or internet access, I will make all reasonable attempts to notify you as soon as possible but no less than 1 week prior to the planned absence. I will arrange for another qualified clinician or practice to provide on-call coverage during this time. These providers will only be available to see you for a session in a crisis or emergency situation; however, your insurance may not be able to be billed for this service and you will be responsible for any costs incurred. Covering clinician will provide me an update regarding any communication and it will documented in your chart.

PHONE COUNSELING:

EHC does not provide counseling via the phone. Counseling must be provided via a HIPAA complaint platform with audio and visual capabilities. Counseling must be provided Simplepractice or in the event of technical issues with Simplepractice that can not be resolved, counseling will be provided via Microsoft Teams which is a HIPAA compliant platform. In the event that you or I are unable to connect to the session via the required platforms, the session will need to be rescheduled.

OUT OF STATE CLIENTS:

Due to state licensing laws, you must be physically located in the State of Pennsylvania during your session including for telehealth. The owner/counselor of EHC, Bethany L. Ackerman, Ph.D., LPC is licensed in the State of Pennsylvania. If at the time of your session, you are not physically located in the State of Pennsylvania, your session will be cancelled and you will be charged for the session per the late cancel/no show policy. It is your responsibility to notify me of your location at the time of your telehealth session.

COLLEGE STUDENTS:

Due to licensing laws, if you attend college out of state, you will be not be eligible for services while on the college campus regardless of your primary address. You may attend counseling while on school breaks or when physically located in the state of Pennsylvania. If you choose, EHC will work to coordinate care with a provider near your college while you are in school.

COMMUNICATION IN BETWEEN SESSIONS:

If you need to reach me or EHC in between sessions, the following options are available to you:

Simplepractice Client Portal: You may send me messages through the SimplePractice Client Portal. This is similar to text messaging and emailing me. You are also able to upload documents or files that you would like to share with me through the portal. I will respond to messages within 24 business hours. The link for the portal is available on the EHC's Website www.enlighteninghopecounseling.com or you can download the SimplePractice Client App. This is the preferred method of written communication.

Phone: You may contact me via telephone at 724-689-6714. You may leave a confidential voicemail. Your call will be returned within 24 business hours.

Texting: You are asked not to text my cell phone number due to confidentiality concerns. If you would like to text, please use the Simple Practice Client Portal or App.

Email: You may contact me via email at backerman@enlighteninghopecounseling.com

Any communication that is sent between you, I, and/or EHC , regardless of how it was received, will be documented and become part of your permanent medical record.

TELEPHONE ACCESSIBILITY:

If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that Face- to-face sessions are highly preferable to phone discussions. If a true emergency situation arises, please call 911, Westmoreland Mobile Crisis 1-800-836-6010, RESOLVE CRISIS Network at 1-888-796-8226, call or text Suicide and Crisis Lifeline at 988, or go to the nearest emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION:

Due to the importance of your confidentiality and the importance of not having dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, Twitter, Instagram, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and

copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

TERMINATION:

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified therapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment or do not have contact with EHC or your therapist for 60 days, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued. You will be discharged from EHC.

IMMEDIATE DISCHARGE/TERMINATION:

I may terminate you immediately and without additional appointments if you make threats of violence towards therapist, therapist's family, any associate of EHC, including those with whom therapist shares office space with, or EHC as a business; if you engage in acts of intentional vandalism towards EHC property or property of those associated with EHC; if you engage in acts of violence towards therapist, therapist's family, or any associate of EHC.

If you are subject to immediate discharge you will be notified by phone and/or letter stating the reason for your discharge and you will be provided referrals to other providers. Understand that in cases of threats or acts of violence, EHC reserves the right to contact the local authorities (ie. police) if appropriate. Clients who are discharged for threats of violence or engage in violence will not be eligible for readmission to EHC.

PROFESSIONAL RECORDS:

As part of our therapeutic relationship, I am required by law to maintain records of your treatment. This is a requirement of federal and state law, as well as, insurance companies and other institutions. EHC uses Simplepractice as an electronic medical record (EMR). Documents stored in Simplepractice include but are not limited to your demographics, treatment plans, assessment, progress notes, communication, and signed documents. SimplePractice is a secure, HIPAA compliant medical records database. In the event that I need to maintain any paper records, they will kept in a locked file cabinet in the EHC office. To comply with Federal and State laws, records are kept for 7 years from the date of termination.

Progress notes are written after each session. They typically contain summary of what was discussed in session, an update on your progress, assessment of your current state, techniques used, and a plan for the next session. Treatment plans are created with you and provide the goals for therapy. They include both long term and short term goals as well as possible action steps to help you achieve these goals. They are updated every 60 days.

INDIVIDUAL RIGHTS TO YOUR RECORDS:

A patient does NOT have a legal right to view their Psychotherapy Notes (HIPAA Privacy and Security Act, Code CFR 164.524 (a)(1)(i). Psychotherapy notes are defined by HIPAA as "notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during private counseling sessions, or in a group, a joint, or family counseling session and that are separated from the rest of the individual's medical record. Psychotherapy notes excludes medication, prescription and monitoring, counseling start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the

following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date." Code CFR64.508(a)(2)

REVIEWING OF RECORDS:

If you want to review your therapy notes that fall outside of the guidelines noted in CFR 64.508 (a) (2), you must provide a written request to EHC. EHC will review your request and if it is determined that viewing these notes may cause you harm, your request will be denied and you will receive a written explanation (a letter) explaining the basis of this decision. If it is determined that no additional harm will come from viewing these records, you will be provided a copy. It is recommended that due to some of the language in these notes, which may be unfamiliar to you, it is recommended that you review these notes with your therapist or another mental health provider. A decision regarding the review of your records will be given within 30 days of receiving the written request, regardless of the date on the written request.

CONTESTING OF MATERIAL IN RECORDS:

After reviewing your record, you also have a right to contest material in your records and it will be duly noted in your record. You do not have a right to alter your records or dictate information be removed. You have the right to access and view your record, but you do not own the records, they are property of Enlightening Hope Counseling, LLC.

RECORDS TO ANOTHER PROVIDER:

If you decide to end treatment with Enlightening Hope Counseling, LLC and begin services with another mental health provider, you have the right to request that your records be sent to the new provider. You will need to sign a release for the records to be sent to the new provider.

COUNSELING AND RECORDS FOR MINORS:

If you are under 14 years of age, please be aware that the law provides your parents the right to review your treatment records as well as obtain information from us about your diagnosis, progress, and treatment. It is our policy to request an agreement from parents that they agree to avoid unnecessary review of records and involvement in your treatment with us. If they agree, we will only provide them general information about our work together, unless we feel there is a high risk that you will seriously harm yourself or someone else. In this case, we will notify them of our concern.

Parents and Legal Guardians of minors (age 14-17) may request medical records on behalf of minor clients; however, these records request are limited to providing records to another provider or the client's primary care physician (PA Act 147).

HIPAA COMPLIANCE:

If you feel that your HIPAA rights have been violated in any way, you may contact the owner and HIPAA Privacy Officer of Enlightening Hope Counseling, LLC, Bethany Ackerman at 724-689-6714 or BAckerman@enlighteninghopecounseling.com

DISPUTES AND COMPLAINTS:

Any disputes or complaints that can not be resolved between you, your therapist, and/or Enlightening Hope Counseling, LLC can be directed to the PA State Board of Social Workers, Marriage & Family Therapists, and Professional Counselors 252 N 7th Street, Harrisburg, PA 17110 Phone: 717-787-7769

SUPPORTING VENDORS/BUSINESS ASSOCIATE CONTRACT

In the course of operating Enlightening Hope Counseling, LLC we contract with various external vendors such as a billing company (Worthy Billing and Consulting, LLC), claims clearinghouse, and an electronic health record (EHR) vendor. Please note this list is not exhaustive. In all these cases we have a HIPAA business associate contract in place with our vendors. This means they understand the federal HIPAA guidelines for confidentiality and agree to abide by those regulations set forth and maintain the same level of confidentiality that healthcare professionals are bound to in the event they should encounter patient information. Our billing company is used for services including, but not limited to, helping submit billing claims to insurance companies, manage payments, help manage client accounts, and assist with collection services. Support staff of our billing company have restricted access and can not access client notes or records. They are provided only the information needed to complete medical billing and manage client accounts. Our claims clearinghouse and Electronic Health Record (EHR) are used to submit medical claims electronically and maintain patient records. In both cases, bank level security and encryption is used to protect client information. Their systems are also electronically automated and vendor support rep's are only accessed if a data input error occurred. Support staff of the claims clearinghouse and EHR vendor have restricted access and are not able to access patient narrative notes. Our EHR vendor, like most EHR vendors, does have authority to use de-identified patient information. They do this in compliance with HIPAA guidelines to ensure any data extracted for research purposes can in no way be identified to a client. If you have any concerns or further questions, please contact Bethany Ackerman, Enlightening Hope Counseling LLC's owner and HIPAA Privacy Officer at 724-689-6714 or BAckerman@enlighteninghopecounseling.com

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE AND CONSENT TO THE ITEMS CONTAINED IN THIS DOCUMENT.