

Private Practice Information and Guidelines

Welcome to my private practice of clinical psychology. Below are guidelines and important information that will facilitate our work together.

My Availability:

I generally am in the office and seeing patients from **Monday through Thursday – 10:00 to 5:30.**

I do carry a cell phone that also serves as my business phone. I'm available for consultation after-hours and on weekends for urgent situations. If I am going to be away and unreachable, I'll advise you of alternate coverage arrangements. **If your psychological emergency has become life threatening you should not hesitate to call 911.**

If you are in need of help and you cannot reach me, the services listed below are available to you:

Region Ten Emergency Services: 434-972-1800. Region Ten is the county mental health services for Albemarle County. When contacting Region Ten, you will initially speak with an operator. You should ask to be routed to the Emergency Services Clinician. He or she is a licensed mental health professional employed by Region Ten. http://www.regionten.org/serv_access.htm

Madison House HELP Line: 434-295-HELP (434-4357). HELP Line is an anonymous, confidential telephone service serving the residents of Charlottesville, Albemarle County and the University of Virginia. It is a University of Virginia student-run, student-operated program, staffed entirely of volunteers, affiliated with Madison House. Region Ten is probably a better choice if your situation is serious and you may be in need of hospitalization. But if you need someone to talk you through a difficult time, the Help line is a good resource. <http://www.madisonhouse.org/helpline/>

National Suicide Prevention Lifeline 1-800-273-TALK (273-8255). The National Suicide Prevention Lifeline provides free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week. <http://www.suicidepreventionlifeline.org/>

Initial Sessions:

When I see someone who is new to my practice, my preference whenever possible is to schedule a double session – typically one and three quarter hours duration. That amount of time allows me to develop an in-depth sense of why you've chosen to receive professional help and how we should proceed with future treatment planning.

If someone is utilizing health insurance for payment of my fees, a double session is usually not possible, as insurance doesn't typically pay for sessions that extend beyond a one-hour meeting. Where this is the case I will try to schedule two individual sessions in relatively close proximity to one another.

Our initial meeting is also a time for you and I to get a sense of whether the "patient-therapist fit" is comfortable and potentially effective. If I determine that I'm not the best professional to provide what is needed, I will be up-front about that. Similarly, if you determine you do not want to proceed further, that's fully acceptable too and the fee for the first hour of our meeting(s) will be

waived. Effective psychotherapy is a mutual endeavor and it's important that a basis of mutual comfort is established from the outset.

Phone Communication:

I use my cell phone as my business phone and I check messages relatively frequently. My voice mail is confidential and I will do my best to get back to you as soon as I am able. If you have an after-hours emergency that cannot wait until the next day, **you may reach me by calling: 434-962-7495.**

E-Mail Communication:

I'm comfortable using e-mail communication to discuss appointment changes or other details pertaining to scheduling or billing. However, **I do ask that you not e-mail me with personal or clinical material**, as I prefer to hear communication from patients directly. E-mail without access to vocal tone and facial expression can be too easily misunderstood or misinterpreted.

If you do want to utilize e-mail for communication of non-clinical issues there is a section at the end of this document where you may consent to our use of e-mail. You should also be aware that confidentiality can't be assured with any-e-mail communication. Whenever using e-mail to communicate there is always the possibility that a third party can access a network or an individual communication.

If you do not wish to use e-mail for simple communication due to security concerns, you will have access to a more secure messaging system. This is explained in the section titled On-line Practice Management Program.

Payment for Services:

Payment for services is expected at the time of each session. I accept cash, checks, credit (Visa, Mater Card, Discover) and/or debit cards.

My own credit/debit card processing costs are approximately 4% of what's placed on the card. **I defray some of those administrative costs by passing on a 2.5% administrative billing fee to patients who use credit/debit cards for payment.** That amount is tallied and charged to patient's cards on a once monthly basis.

Patients always have the option of paying for services with cash or check, in which case no administrative processing fees will be billed.

My standard for non-insurance based work is \$135 per 50-minute session. The following fees are applicable when we elect alternate time frames:

- 60 minute session - \$160
- 90 minute session - \$240
- 1 hour and 45 minute session - \$280 (double session intake)

I do not charge any fees for time spent on insurance matters, clinical entries into your medical record or my communication with other providers regarding your treatment. However, if you need a letter or a report written for legal purposes, employment related issues or anything else that lies

outside the scope of our psychotherapy, my time is billed at my standard rate unless you and I make an alternate agreement.

Appointment Cancellations and/or No Shows:

If you cannot attend a scheduled session it is important that the session be canceled by 5:00 PM of the day before your appointment. **If you do not cancel with sufficient notice or if you miss the appointment without any notice, you will be billed \$67.50** (50% of my standard fee).

Please be aware that I cannot bill insurance for missed sessions. If the non-canceled missed session was due to circumstances beyond your control, I'm open to discussing the option of waiving the fee.

Releases of Information:

If there are other medical providers (past or present) who hold information about your mental health treatment that would be helpful for me to receive, please sign a release which will allow the provider(s) to send me relevant treatment information. This may also entail hospital medical record departments if you've had any previous psychiatric hospitalizations. **A pdf copy of my Release of Information can be obtained by going to my website and locating the page – “Forms” – under the section titled “Patient Portal.”**

If there are other medical/mental health providers who will continue to work with you concurrent with our psychotherapy I strongly recommend you sign a release allowing our communication.

You'll note there is a specific section on the release form that covers **faxes and/or e-mail communication. If you elect to permit e-mail communication with one or more of your medical/mental health providers, select and initial the line on the release that says – “I authorize the information to be transmitted by e-mail.”** Be assured that in any e-mail exchange with another professional I will only use your first and last initials in the communication. I will also not convey any content that could serve as a clue to your identity in the event the e-mail were to end up in the wrong hands. You also are fully within your rights to not permit e-mail communication with other professionals.

If there are others in your life (family members, spouse, partner, etc.) that you want me to be able to communicate with, a Release of Information will be needed for those individuals as well.

A release of information may be rescinded at any time. For your own protection it is best if you also put this in writing. It will be placed in your hard-copy chart and attached to the release you are rescinding. With the exception of legally mandated exceptions (pages one and two) and information requested by insurance companies, your psychotherapy with me is confidential and you determine who I can or cannot communicate with.

Utilization of Health Insurance:

I belong to the following insurance panel networks: **Anthem (BCBS) and Optima**. If you are going to be utilizing health insurance please bring your insurance card to your first session.

You and I are obligated to stay with the payment schedule determined by your insurance company. As an **in-network provider** I have already agreed to a negotiated rate with your insurance

company. I have additionally agreed to bill your insurance and accept reimbursement directly from them. You will be responsible for your co-payment.

If your insurance does not reimburse sessions due to factors such as unmet deductible, unpaid insurance premiums, a lapse of your policy's coverage, etc., you will be responsible for payment of services at my standard rates.

Insurance Late Fee Policy

When I see patients with insurance coverage there are two different service codes that are typically billed for individual psychotherapy. 90837 is a service code number used for individual psychotherapy, 53-60 minutes. 90834 is the code used for individual psychotherapy, 45-52 minutes. There is typically a \$10-\$20 provider reimbursement difference between 90837 and 90834, with the latter receiving the lower reimbursement amount. I generally schedule insurance-paid sessions for 53 minutes which then allows insurance billing of 90837.

If a patient is more than 10 minutes late for a psychotherapy session, billing for the session will be submitted with the code of 90834 instead of 90837 in order to represent an accurate accounting of session time. In instances when a patient is late and the session is billed at 90834, a \$10 late fee will be billed in order to compensate for the lower reimbursement rate of 90834. This late fee will not be submitted to insurance and thus payment of the fee will be the patient's responsibility.

Out-of-Network Billing:

If you are insured and I am not a network provider for your policy, my fees will be billed at my standard rate unless otherwise agreed upon. I will also provide you with a monthly invoice for services that will identify me as an out-of-network provider. **My preference is that you pay me in full for each session and arrange to have insurance reimbursement come directly to you.**

Confidentiality:

If you are over 18 all matters pertaining to our treatment except legally mandated exceptions and required disclosures to your insurance company are confidential and cannot be released to any third party without your written consent. The legally mandated exceptions are:

- 1) If you are at high risk for serious self-harm or harm directed towards others, I am obligated to notify appropriate authorities to insure your safety and/or the safety of others.
- 2) Additionally if I learn from you that there is an intended victim(s) from your action, there are circumstances where I am obligated to inform the victim(s).
- 3) If abuse of a child, an elderly individual or other vulnerable population is strongly suspected, I am obligated to inform appropriate authorities who may intervene as needed.
- 4) Your treatment records may be subpoenaed by a court of law if you are involved in legal action. If you do not want me to comply with the subpoena, I will do what I can to quash the court order. However, if that endeavor is unsuccessful, I am legally obligated to comply with the subpoena request.

The remaining content pertains to: 1) My on-line practice management program, 2) Choice to use of e-mail vs. secure messaging, 3) My use of a billing assistant, and 4) Patients rights and responsibilities. If you're not interested in this level of detail, you may skip to the last page, which requires your signature.

On-line Practice Management Program:

I utilize an online practice management program named **TherapyAppointment.com** (TA). It is well-established, password encrypted, website designed specifically for the management of psychotherapy practices. It meets all HIPAA regulations for maintenance of patient confidentiality. Patients should be assured that access to the program requires several levels of security clearance. In the five-year history of the program's service, there have been no unauthorized security breaches.

My credit card/debit card billing is done through a company called Merchant Warehouse. The electronic billing to specific cards is routed through TA's software to Merchant Warehouse. Merchant Warehouse is not privy to any information about our work, except the date of billing and the amount being billed.

If you've not already done so, prior to your first session, you should go to my website – www.RussFederman.com and access the page that says **Patient Portal**. When you click on that link you will see a prompt that says “**Haven't Seen Russ Federman Before?**” Below that, click on the button that says “**Register as a new patient/client.**” That form should be completed on-line **prior to our first session**. The information requested will provide me with your basic demographic and contact information plus all the required information for TA to submit insurance claims through Office Ally.

Secure Messaging through TherapyAppointment.com: When you complete the New Patient Registration Form, you will be asked to **set up a password**. Once your password is in the system, you will be able to check to see when your future appointments are scheduled. If you wish, TA will also send you an automated appointment reminder on the day prior to your next appointment. You may choose between 1) cell phone text message, 2) e-mail or 3) voice mail message. You will also be able to send fully secured messages to me once you have entered the TA Patient Portal.

If you do not want me to contact you via e-mail, I too can use secure messaging through TA. You need to identify your preference in the Electronic Communication Section at the end of this document and set up a username and password through the Patient Portal of my website. If we're using TA for electronic communication you will receive an e-mail from TA stating you have a message. You then go to the Patient Portal on my website, enter your password and retrieve the message which is waiting for you.

Use of Local Billing Services:

I also use a local billing service named SASC, LLC, owned by Cindy Payne. Ms. Payne troubleshoots claims that are delayed or denied. Ms. Payne has on-line access to my billing screens in TA, but she has no access to any personal or clinical information about specific patients. A Business Associate contract is in place and Ms. Payne is obligated to HIPAA standards of patient confidentiality that I am required to maintain.

Patient's Rights and Responsibilities:

1. You have the right to receive an explanation of your diagnosis and your treatment plan. If at any point that plan is significantly revised, you have the right to be informed of how and why the treatment plan has been altered.
2. You have the right to expect the maintenance of patient confidentiality in accordance with HIPAA standards for medical practice. Exception to patient confidentiality have been explained in sections of this document titled Confidentiality, E-mail Communication, On-line Practice Management Program, Use of Local Billing Services and Unpaid Balances.
3. You have the right to receive copies of all HIPAA covered treatment records created by me. These include electronic entries into your TA treatment record or any hard copy documents I've written that may be stored in your hard-copy file.

The only circumstance where I can deny the release of your treatment record to you is if I determine that your receipt of said records would sharply increase the probability of your danger to self or others.

4. You have the right to be notified of any breaches of patient confidentiality that may occur in relation to my records, the records of TherapyAppointment.com, the records of SASC, LLC and/or the records of Merchant Warehouse. If such were to occur you would also be informed of the specific measures being taken to address the breach of confidentiality.
5. You have the right to expect that I adhere to all laws and regulations governing the practice of psychology as set forth by the Virginia Board of Psychology.
http://www.dhp.virginia.gov/Psychology/psychology_laws_regs.htm
6. You have the right to expect that I adhere to all guidelines for clinical practice and conduct as set forth in the American Psychological Association's Ethical Principles of Psychologists and Code of Conduct. <http://www.apa.org/ethics/code/index.aspx>
7. It is your responsibility to adhere to the financial agreements you have made with me.
8. It is your responsibility to adhere to all other practice guidelines as set forth within this document.

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Signature Page for Practice Guidelines

Consent to Treatment and Private Practice Psychotherapy Agreement

I consent to begin treatment with Dr. Federman. I understand that psychotherapy is not without risk and that painful emotion and negative/distressing thoughts can sometimes occur as a function of the psychotherapeutic process. I have read Dr. Federman’s – “Private Practice Information and Guidelines” I fully understand the content and I agree to abide by all that is outlined therein.

Name (please print): _____

Signature: _____

Today’s date: _____

Electronic Communication

E-mail is generally not considered to be a secure form of communication and can represent a HIPAA patient confidentiality violation. The exception is when the patient specifically allows such communication. Please select your preference from the two choices below while also placing your initials at the end of your choice:

_____ I provide permission for Dr. Federman to contact me through e-mail with content pertaining to scheduling or billing issues. **Initials:** _____

_____ I do not want to receive e-mail communication from Dr. Federman. My preference is to have Dr. Federman use the secure messaging system within TherapyAppointment.com whenever he needs to communicate with me in writing. **Initials:** _____

Insurance Agreement and Assignment of Insurance Benefits

(Complete only if I am an in-network provider for your insurance company)

I hereby agree to have Dr. Federman bill my insurance company (_____) for
(name of company)
psychological services rendered by him. I also provide permission for Dr. Federman to provide all information required by my insurance company for said billing. If Dr. Federman is a network provider with my insurance company, I authorize the above named company to issue payment directly to Dr. Federman. I agree to fulfill my responsibility for paying any insurance deductible as well as the full amount of my co-payment for each session.

Name (please print): _____

Signature: _____

Today’s date: _____