

1. ESC P & P 2024

ES Counseling Office Policies

We are committed to providing you with a clear understanding of the office and financial policy. If you have any questions or concerns, do not hesitate to ask. We have a firm belief that 'clear is kind' and have outlined the policies and practices in a way to be understood. Educate yourself with the following and indicate that you fully understand each policy.

Financial Policies

At each visit, please confirm we have the correct and complete insurance information. We request a copy of your driver's license, valid credit card and current insurance card at the first visit. You will be responsible for any and all deductibles, co-payments and services not covered by insurance. It is your responsibility to stay informed of insurance changes, deductible balances, authorization requirements, etc.

I understand current information for insurance and charges are my responsibility

At each visit, copayments, co-insurance and payments for self-pay services and balances are due in full at the start of session. Personal checks are not accepted. We accept cash, MasterCard and Visa credit cards, debit and Health Savings Account (HSA) cards. If the client is a minor, the adult who brings the child is responsible for paying the fee at the time of service or for paying prior to the appointment. It is your responsibility to bring exact change for your payments. No change will be given and any overpayment will be credited to your account. If you are unable to pay on the day of service, please call more than 24 hours prior to your appointment to reschedule your visit to avoid the no show/late cancellation fee. The no show or late cancellation fee for appointments cancelled within 24 hours of the appointment is the rate of the session.

My session rate:

Payment Method:

I plan to use an HSA/FSA card for payment of charges

Copay/Co-Insurance
Amount if Using
Insurance:

Client status:

No Shows/Cancellations

All sessions, including the initial appointment are subject to the no show or cancellation fee. The fee is based upon the full rate (allowable charge) of your session. This includes copay and insurance payment. Your credit card will be charged if first appointment is missed.

My cc will be charged for no show/late cancel appointments regardless of my payment type

It is required that you provide credit card information to be kept in your confidential patient record to cover any no show or cancellation fee that you may acquire. Please confirm the card is valid. Your credit card information will be processed in the event of a no show or cancellation and you will be sent a receipt of the transaction to the e-mail address on file. A \$2.50 service charge may be charged to your account for each 'declined' transaction due to incorrect information provided or for deficit of funds, and for any payment of balance after two attempts for reimbursement through invoicing. Please be aware of expiration dates and HSA limits through the course of treatment.

I understand valid credit card must be kept on file

Attendance and Termination of Services

Clients will be part of the decision-making process on session frequency and length. It is standard to have weekly sessions initially and then to decrease frequency of appointments while goals are being met. Sessions less frequent than monthly may not be beneficial and may not be deemed medically necessary by insurance companies therefore there is a risk that insurance will not cover the session. The end of services can be determined by meeting all treatment goals or can be a result of lack of appointments over 60 days. Ideally, the therapist would prefer to have a closure session if the client knows sessions will be ending.

A course of treatment may be ended by the therapist for the following reasons: 2 late cancel or no show appointments, client not paying for services when rendered or accumulating a balance without a plan to satisfy the debt (does not eliminate the balance), not adhering to office policies and practices or if the therapist has referred client to a more specialized provider.

If client or their guardian chooses to discontinue services for any reason, it is expected

that the provider or office will be informed in writing and all future appointments will be cancelled outside of 24 hours. No show fee applies if appointments are not cancelled. 'Not checking email' for reminders is not a factor in assessing a no show fee. It is your responsibility to attend appointments scheduled.

I understand the attendance and discontinuation of services policy

Collections

If your account requires outside collection efforts, you will be responsible for the balance. A lapse in treatment will not erase the balance due. Prior to sending the statement to a collections service, we will send two courtesy account statements via email and US Mail indicating the unpaid balance. If an outstanding client balance is on the account, no further appointments will be scheduled, and any outstanding appointments will be cancelled until the balance has been satisfied in full. Once the account is sent to the collections company, the client must only communicate with collections company. That process Does end the professional relationship and a client will not be able to return to the office as a client. As a business, it is our responsibility to only provide services for which payment will be made. As a client, it is your responsibility to pay for services scheduled.

I am aware of the collections process

Credit Card Understanding

I authorize ES Counseling, LLC to charge my credit card for agreed upon charges related to counseling sessions. I understand that my information will be saved to file for future transactions on the account for the person identified as client. I understand ES Counseling does not have access to the full credit card information once in the portal and it is my responsibility to maintain a valid, non-expired credit card.

I understand that not maintaining a valid credit card on file or erasing information necessary to use the card may result in termination from services.

Type responsible party's
name in the text box:

Good Faith Estimate Legal Statement

Pertains to clients who do not use insurance benefits

In accordance with Title I of Division BB of the Consolidated Appropriations Act, 2021 (CAA) amended title XXVII of the Public Health Services Act (PHS), Part E, this disclosure of patient protections against surprise bills ensures that consumers know their rights and ability to dispute. For consumers who get coverage through their

employer (including a federal, state, or local government), through the Health Insurance Marketplace® or directly through an individual health plan, beginning January 2022, these rules will:

- Ban surprise billing for emergency services. Emergency services, even if they're provided out-of-network, must be covered at an in-network rate without requiring prior authorization.
- Ban balance billing and out-of-network cost-sharing (like out-of-network co-insurance or copayments) for emergency and certain non-emergency services. In these situations, the consumer's cost for the service cannot be higher than if these services were provided by an in-network provider, and any coinsurance or deductible must be based on in-network provider rates.
- Ban out-of-network charges and balance billing for ancillary care (like an anesthesiologist or assistant surgeon) by out-of-network providers at an in-network facility.
- Ban certain other out-of-network charges and balance billing without advance notice. Health care providers and facilities must provide consumers with a plain-language consumer notice explaining that patient consent is required to get care on an out-of-network basis before that provider can bill the consumer.

For consumers who don't have insurance, these rules make sure they'll know how much their health care will cost before they get it, and might help them if they get a bill that's larger than expected.

I have read the purpose and scope of XXVII of the Public Health Services Act (PHS), Part E

No Surprises Act

In accordance with the "No Surprises Act", Section 2799B-6 of the Public Health Service Act, set to go into effect 01/01/2022, healthcare providers are required to provide a "good faith" estimate of expected charges for services to individuals not enrolled in a plan or coverage or a federal health program, both orally and in writing. This paperwork serves as an in writing "good faith" estimate for services rendered. As part of this paperwork, you will also receive a master list of most potential CPT codes that could prospectively be billed and their full pricing so you will reasonably know the absolute most you could be paying for any given service. This list is below. Given the nature of therapy services, typically exact estimates are difficult to predict due to not knowing severity of symptoms, recommended frequency of services, length of time of services, and any other variables.

If insurance coverage ends, the financial responsibility reverts to the client and the rates for services are as follows:

First Visit

\$140 90791 Intake — Psychiatric diagnostic interview examination in which diagnosis will be determined, goals identified and treatment plan will be outlined. 45 mins

Individual Counseling

\$140 90837 Individual psychotherapy. 53-60 mins

\$125 90834 Individual psychotherapy. 38-52 mins

Family Counseling

\$125 90846 Psychotherapy services without the patient present. 45 mins

\$125 90847 Family psychotherapy with the patient present. 45 mins

\$125 Couples Counseling helps couples of all types recognize and resolve conflicts, improve communication and strengthen their relationships. 45 mins

Group Counseling

\$50 90853 Group Counseling Provided by a trained therapist simultaneously providing therapy to multiple patients. 45 mins

I was provided a Good Faith Estimate of Charges for this course of therapy or I will use insurance benefits

I have received and reviewed the schedule of fees above and understand the charges as outlined

Charges for Services Outside of Sessions

Telephone calls, e-mails and legal/forensic or other record reviews completed by your provider to coordinate care with parents, attorneys and other non-medical providers will be billed at the rate of \$35 per 15 minutes. Completion of medical forms, including but not limited to disability forms, Family Medical Leave Act (FMLA) forms and other reports or letters written for legal or financial purposes require a payment by the client. The fee is dependent upon the length of time used to complete the paperwork, including treatment summaries, and is billed at the rate of \$35 per 15 minutes of time regardless of provider. You will be given an estimate of charges and this will be paid prior to completion. Forms will not be completed in session and may take up to 14 business days. It is the therapist's discretion what records will be released and a treatment summary will be provided in lieu of records. Medical records released directly to other medical providers for collaboration and coordination of care are complimentary; however if a client requests their own records or for disability determination or legal reasons, the charge is \$1 per page and at the rate of \$35 per 15 minutes of time for completion of request. Requests for records will take up to 10 business days, or 14 calendar days depending on when they are requested. Please plan accordingly.

I understand charges for misc. services and timeframes for record requests

Out of Network Insurance Billing Policy

Updated as of January 2024

As of January 1, 2024, any billing to an Out of Network insurance company will be charged at \$5 per claim. If you have BCBS/FL Blue, United or its affiliates, or any other insurance besides Aetna, Cigna and Tricare, a \$5 charge will be added to your session for sending the claim. There is an option to receive a "Superbill" for each visit and you are able to send in your own claim as a member on the insurance which would require an email sent from your provider with the document attached. Please let your provider know if that is your preference.

I understand the Out of Network billing choices

My choice regarding
claim filing...:

Thank you for your attention and cooperation. By typing your name below, you understand that regardless of insurance status, you are responsible for your account. You have read the information and understand the policy.

Name:

Gifts

Although we understand the symbolic meaning behind personal gifts, timely payment of services when rendered is our payment. We are unable to accept any gift over the value of \$15.

I understand the office policy re: gifts

HIPAA & Confidentiality Patient Consent Form

I understand that I have certain rights to privacy regarding my protected health information. The rights are given to me under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I understand that by signing this consent, I authorize you to use and disclose my protected health information to carry out:

Treatment (including direct or indirect treatment by other healthcare providers involved in my treatment)

- Obtaining payment from third party payers (e.g. my insurance company)
- The day-to-day healthcare operations of the practice

I understand the necessary use of my protected health information (PHI)

Primary Care or
Pediatrician Name &
Phone:

Frequency of visits to
Primary Care:

- I choose not to release information to my primary care provider regarding treatment received at ES Counseling

I have also been informed of and given the right to review the Summary of the HIPAA Privacy Rule, which contains a more complete description of the uses and disclosures of my protected health information (PHI), and my rights under HIPAA. Location:
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/>

I understand that ES Counseling reserves the right to change the terms of this notice from time to time and that I may contact the office at any time to obtain the most current copy of this notice.

I understand that I have the right to request restrictions on how my protected health information is used and disclosed to carry out treatment, payment, and health care operations, but that you are not required to agree to these requested restrictions. However, if you do agree, you are then bound to comply with these restrictions.

Psychotherapy notes do not have to be released unless by judicial court order. For this reason, I understand if notes are requested, a treatment summary may be given in lieu of the notes, and therefore I may incur a charge for this service.

I understand that I may revoke this consent to contact my Primary Care provider, in writing, at any time. However, any use or disclosure that occurred prior to the date I revoke this consent is not affected.

- I understand my rights to restrict, request, and revoke access to my protected health information (PHI)

Intern Policy

ES Counseling utilizes the assistance of interns at times, both for observation and for therapy administration practice. Additionally, there will be times when a Masters student intern or a FL Registered Mental Health Counseling intern will accompany the licensed therapist into visits observing or shadowing. At times, it will be necessary to tape session via camera for either live review or recorded to observe therapist style, technique and skill. Interns and students benefit from being able to treat clients under a trained therapist and this experience is vital to their growth and education while simultaneously providing ES Counseling therapists with current and updated methods through collaboration with interns and other students. Continuing therapy education is beneficial for everyone involved and provides therapy clients with additional support while fostering the therapists' learning and growth. It is important that students or Masters level interns be allowed to accompany licensed therapists at times into therapy visits with clients or that we will observe live sessions or record sessions.

Confidentiality is strictly enforced. HIPPA guidelines are strictly followed and footage is not used for any other purpose unless permission is given by client.

- I agree to allow a Licensed Therapist to be accompanied by a Masters level intern when working with me/my child.
- I consent to allow specific sessions to be observed via camera or recorded with prior notification.
- I would prefer to not have any intern observe or view my session under any circumstance.

Sickness Policy

When you or your child is sick, talk therapy is not optimal, and in turn, is less beneficial. Therefore, if you or your child has a fever over 99 degrees, has a thick, yellow/green nasal discharge, is coughing without relief or has vomited or had diarrhea within the past 24 hours, please call and cancel the therapy session as soon as possible. You must be symptom-free for 24 hours, without the use of medications including Tylenol to have the appointment. If you would not send your child to school, please do not bring them to our office. Because we work so closely, our concern is not only your health, but also maintaining the health of our office, other clients, and our health.

- I will abide by the Sickness Policy as outlined above

COVID-19 Information

Providing a safe and healthy environment for your counseling sessions has always been important at ES Counseling. We care about the safety and health of you, our clients, as well as our own health and the health of our family members. The cleaning and sanitizing practices are the same and ongoing. We wipe all surfaces and door handles with name brand disinfectants daily, vacuum regularly and have 2 air purifying machines in the office to not only muffle sound, but sanitize the air of pollutants and allergens. We change our air filter in the timeframes suggested and use allergen and bacteria specific filters. We ask that clients do not report to sessions if there is a fever present without medication treatment, diarrhea, or if school or work was missed due to sickness on the day of the appointment.

The Center for Disease Control (CDC) suggests people “Stay home if they have respiratory symptoms (coughing, sneezing, shortness of breath) and/or a temperature above 100.4 F.” We have expanded our sickness policy for COVID-19 precautions to include telehealth sessions only for those who have traveled internationally in the past two weeks or if they have immediate family members or roommates who meet the CDC criteria or have returned from international travel (including cruises) in the past

two weeks. We encourage our clients to use CDC guidelines, as well as your local county government for information and decision-making purposes.

If you or a family member has tested positive for COVID-19, please do not present to session in-person for at least 5 days past positive test results. (updated January 2024)

I understand ES Counseling's COVID-19 policies

Recording of Sessions

Recording of sessions by clients or therapists is strictly prohibited without prior consent of both the therapist and client(s). The law regarding recording mental health sessions requires two person consent and does not obligate a therapist to agree to being recorded. Therapist are obligated to inform clients when sessions will be observed for learning/teaching purposes and sessions will be promptly deleted once viewed by student or supervisor. Clients are not authorized to record sessions, either through video or audio, unless the therapist is informed ahead of the session, gives consent and the \$1,000 per session fee has been paid.

I have read the Policy regarding recording my sessions, understand the two-party consent requirement and understand there is a significant charge for doing so

Social Media Policy

In our best effort to protect your privacy, we will not accept requests or invitations from clients or their first degree relatives for any social media to include, but not limited to Facebook, Twitter/X, LinkedIn, Pinterest, Instagram, Google+, Tumblr, Tik Tok or personal blogs. We have a monitored Facebook business page for ES Counseling and welcome 'likes,' but we will not respond to email or instant messaging through that site. We are appreciative of word-of-mouth referrals, however we cannot confirm or deny past or current client's treatment to potential or new clients. If you choose to write a recommendation on a business review site for ES Counseling, please keep in mind that you may be sharing personal information in a public forum and we support your decision to create a pseudonym that is not linked to your regular email address or friend network for your own privacy and protection (if you wish to remain anonymous). The same is the case for any reviews you may complete online.

I understand the Social Media Policy