Heart of Therapy

5049 Swamp Rd, Suite 305, Doylestown, PA 18923

**Office Policies and Practices 2022**

This document contains the office policies and practices of Heart of Therapy. It includes the terms and conditions of the services the therapists provide. It includes declarations of the rights and responsibilities of the client, and the responsible parties who help pay for the provided services. Please retain for your records.

**Fees:** Heart of Therapy is self-pay only and not in-network for any insurance companies and therefore it is required that clients and/or the identified responsible parties pay up front for the services provided. Payment is expected at the time of service, unless other arrangements have been made. Heart of Therapy accepts credit card, cash or check. There will be a $25 fee for each returned check.

Even if the client’s insurance company will reimburse the client for part or all of the cost of care, the client, and all responsible parties, are still responsible to pay up front for all services. If the client or responsible party would like to request reimbursement from his or her insurance company, Heart of Therapy can provide a Suberbill, as further described in the document, “Client Billing Form.”

Each client and responsible party will receive a statement reflecting the services that the client received and the payments that the client and responsible parties have paid for those services, as well as outstanding balances, if any, upon request.

**Initial Consultation:** In order to ensure a “good fit”, Heart of Therapy provides an initial free 15-minute consultation with the therapist. This consultation is only offered over the phone. If the consultation exceeds 15 minutes, the client will be billed a full session fee.

**Fee for Communication Between Sessions:** Heart of Therapy is committed to providing quality and accessible care. As such the therapists have the ability to make themselves available for communication between sessions. In order to ensure that cases are properly managed, and in an effort to respect the importance of individual session time, there will be a fee for responses to excessive calls, texts, or emails outside of session. Excessive calls, texts or emails is defined by more than 15 minutes of client/therapist contact during the week, through any means of communication. This additional communication is billed in 15-minute increments as it relates to your session fee, or at minimum $25 per each accrual of 15 minutes. This out of session contact cannot be sent to insurance for reimbursement. In emergency or crisis situations, 911 should be called by the client for immediate care.

**Non-payment:** Clients and responsible parties should notify Heart of Therapy if problems arise that impact their ability to pay for services in a timely fashion. The information for at least one valid credit card will be kept on file for each client, unless the client and/or responsible parties do not possess a credit card. If payment is not received within one week of the date of service, the credit card on file will be charged the outstanding balance. If a client has an outstanding balance that cannot be paid, Heart of Therapy reserve the right to terminate services to the client and to refer the client to other providers.

**Cancellations:** If a client needs to cancel a scheduled appointment, Heart of Therapy asks that he or she inform the therapist of this via email or text as soon as possible. If the therapist is informed of the cancellation more than 48 hours before an appointment time, there will be no charge for the cancellation. If they are informed of the cancellation less than 48 hours before the appointment time, the client or responsible parties will be charged 50% of the fee that would have been applied to the scheduled appointment. After 2 cancellations that occur within a 6-month period with less than 48 hours of notice, 100% of the appointment fee (instead of 50%) will be charged.

**Missed appointments:** Missed appointments with no notification given to the therapist will be billed at 100% of the appointment fee.

**Confidentiality and Privacy Practices:** Heart of Therapy is committed to protecting the privacy of clients, legal guardians (if applicable), and the people who help pay for the services we provide (“responsible parties”). We abide by all applicable laws and regulations related to protecting client privacy and the privacy of legal guardians and responsible parties.

**Information provided as part of the therapeutic services to clients is confidential, except in the following circumstances:**

1. **For treatment:** In order to provide and help coordinate care that meets current standards of acceptable medical practice, Heart of Therapy will, at times, need to communicate and share information, including a client’s mental health information or information about responsible parties, with the client’s other health care providers.

These providers include, but are not limited to, the following:

1. The client’s Psychiatrist
2. The client’s primary care provider(s)
3. The client’s substance use disorder program
4. Other physicians, nurses, physician’s assistants, nurse practitioners, and other health care providers who care for the client
5. The client’s pharmacy/pharmacies
6. The client’s medical and/or hospital laboratory/laboratories
7. The client’s social worker(s) and/or community care agencies
8. Hospital staff, if the client becomes hospitalized.
9. **For payment:** Because Heart of Therapy does not accept payments from insurance companies, the therapist does not communicate with them directly. In some circumstances and at a client’s or legal guardian’s request, the therapist may be asked to communicate with the insurance company to support the client’s efforts to obtain reimbursement from them for services provided. Communications of this nature lasting more than 15 minutes per instance will be charged to the client at the client’s hourly rate.
10. **For friends, family members, and other social contacts who support a client’s health:** It may be important for a client’s friends, family members, or other social contacts to be informed about the client’s health problems, health care providers, and current treatment(s), treatment plan options, treatment plan risks, and treatment plan benefits. At a client’s request and with the client’s or legal guardian’s permission, Heart of Therapy will provide information about the client’s mental health and mental health care to these persons. Although responsible parties help pay for a client’s care, information cannot be released about the client’s mental health and mental health care to a responsible party without the client’s permission. At a minimum, however, the client will be asked to allow Heart of Therapy to communicate to the responsible party the following information about each service we provide to the client: date, time, type of service, fee, and amount of fee for which the party is responsible.
11. **For parents or legal guardians of minors:** Clients under 18 years of age are not legally entitled to the same confidentiality laws that apply to adult clients. Therapy is most effective, however, when a trusting relationship exists between the client and doctor. Heart of Therapy prioritizes the privacy of minor clients to optimize the therapeutic relationship. While a client’s parent(s) or legal guardian(s) will be informed about a minor client’s health problems, current treatment(s), treatment plan options, treatment plan risks, and treatment plan benefits, the therapist typically does not reveal to parents or legal guardians the details of the therapeutic interactions without the minor client’s permission, unless necessary to do so to prevent harm (see 6 below).
12. **As required by law:** Local, state, and federal laws and regulations require the disclosure of private information in certain circumstances. Heart of Therapy must abide by these laws.
13. **To prevent harm:** Heart of Therapy is required by law and legal precedent to disclose private information if such disclosure will prevent or lessen a serious or imminent threat to the health or safety of a client, another person, or the public. In such circumstances, the therapist will generally be releasing private information to the police or another entity that is able to prevent or lessen the serious or imminent threat of harm. If the therapist learns that a client may seriously harm another person, the therapist is required by law and legal precedent to warn that person.
14. **To public health agencies:** Governmental public health agencies require therapists to release private information about clients in specific circumstances, including to prevent or to control certain infectious diseases and food-borne illnesses, to mitigate child abuse or neglect, and to mitigate elder abuse or neglect. Heart of Therapy must abide by these laws.
15. **To health oversight agencies:** As authorized or required by law, Heart of Therapy may disclose private information to governmental and other agencies responsible for the oversight, regulation, licensing, accreditation, and auditing of health care services.
16. **For lawsuits and other legal actions:** Heart of Therapy may be required to release private information in response to lawsuits, other legal proceedings, court or administrative orders, subpoenas, warrants, summons, or other lawful processes.
17. **With client permission:** With a client’s or legal guardian’s written permission, Heart of Therapy may release the client’s mental health information to any other outside party. The client may revoke this permission at a later time; however, they cannot retract any information that has already been released.

**Treatment Records vs. Psychotherapy Notes**: For each client, a treatment record is created that documents the services provided to that client, including the following: dates and times for each encounter; type of services delivered; reasons for each encounter; assessments; diagnoses; treatment response; and billing and coding information. For individual and family psychotherapy clients, a separate set of psychotherapy notes may be created, which are used to document and analyze the psychotherapy work. In the interest of maintaining the privacy and confidentiality of psychotherapy, the privacy of these notes is protected to a greater extent than medical records. Nonetheless, Heart of Therapy may be required to release these notes in certain circumstances, including the following:

1. As required by law
2. To prevent harm to the client, another person, or the public
3. To agencies responsible for the oversight, regulation, licensing, accreditation, and auditing of health care services.
4. In response to lawsuits, other legal proceedings, court or administrative orders, subpoenas, warrants, summons, or other lawful process.

**Medical Information Rights:** Although a client’s treatment records are the property of Heart of Therapy, the client, legal guardian, and/or responsible parties have the following rights related to the client’s medical records:

1. **Right to inspect and copy:** With certain exceptions, a client or legal guardian has the right to inspect and/or receive a copy of the client’s medical records. If the client or legal guardian requests a copy of the client’s medical records, the client and all other responsible parties will be charged, at Heart of Therapy hourly rate, for the time it takes to prepare the copies.
2. **Right to request an amendment or addendum:** If a client or legal guardian believes the client’s medical records are incorrect or incomplete, he or she may ask Heart of Therapy to amend the information or create an addendum to the records. This request must be submitted in writing that is dated, timed, and signed. Heart of Therapy may choose to deny the request, particularly if the record in question was not originally created by Heart of Therapy (e.g. copies of outside medical records or diagnostic tests that have been included in the record) or if the therapist believes the medical record to be accurate and complete.
3. **Right to an accounting of disclosures**: Each client or legal guardian has the right, in certain circumstances, to have a list of the people to whom Heart of Therapy has disclosed the client’s mental health information. This request must be submitted to us in writing that is dated, timed, and signed. If a client makes more than one such request in a 12-month period, the client and all other responsible parties will be charged, at Heart of Therapy’ hourly rate, for the time it takes to create the list.
4. **Right to request restrictions:** Although, as listed above, Heart of Therapy may release a client’s mental health information to (1) other providers, (2) payors (e.g. the client’s insurance company), and (3) friends, family, and social supports, the client or legal guardian may request that such information not be released to specific individuals in these categories. This request must be submitted to us in writing that is dated, timed, and signed. The request must include what information he or she does not want released and to whom he or she does not want the information released. Heart of Therapy is not required to comply with such a request, particularly if the request interferes with the client’s care, the law, the client’s safety, and the safety of others.
5. **Right to request confidential communications:** Each client, legal guardian, and/or responsible party has the right to request that Heart of Therapy communicate with him or her in a way that maintains his or her privacy. For example, he or she may request that voice messages only be left at certain telephone numbers, but not at others. This request must be submitted in writing that is dated, timed, and signed. Heart of Therapy will accommodate all reasonable requests.
6. **Right to receive a copy of this information**: Clients, legal guardians, and/or responsible parties have the right to receive a copy of this document. This request must be submitted in writing that is dated, timed, and signed.
7. **Professional consultation and supervision**: Heart of Therapy may receive professional consultation and supervision from colleagues with expertise relevant to the care of their clients. This may include psychotherapy supervision groups. Heart of Therapy gives each client or legal guardian the ability to request that the therapist not disclose the client’s private information for the purpose of professional consultation and supervision. This request must be submitted in writing that is dated, timed, and signed. Heart of Therapy will accommodate all reasonable requests. There is no penalty if a client or legal guardian refuses to allow the therapist to disclose private information for this purpose.

**Conduct outside the office:** To protect the privacy of clients, legal guardians, and responsible parties, Heart of Therapy will not approach or greet clients, the clients’ legal guardians, or responsible parties if the therapist happens to see them outside the office. Please do not be offended if the therapist applies this policy to you; this measure is simply to ensure that your privacy is not violated.

**Care of minors (under 14 years of age):** To protect the safety of Heart of Therapy clients and their families, no minor may be left unattended in the waiting area. For clients under 14 years of age, a parent, legal guardian, or adult chaperone chosen by the parent or legal guardian must accompany the client to the waiting area and be available in the waiting area 10 minutes prior to the expected end of the appointment. Heart of Therapy must approve any absence of the parent, guardian, or identified adult chaperone from the waiting area during the appointment time.

**Electronic communications:** Email and texting are not private forms of communication, but are more like a postcard that can be viewed by anyone with access to certain areas of the Internet and/or cellular system. Electronic communications should not be used for urgent or emergent matters, as Heart of Therapy may not check email or text messages frequently enough to respond in a timely manner. If a client, the client’s legal guardian (if applicable), and Heart of Therapy agree to use electronic communications for routine issues (e.g. appointment times, medication refills, etc.), a separate Electronic Communication Consent Form must be signed by the client or the client’s legal guardian.

**Vacations and unavailability:** Heart of Therapy will notify clients (and legal guardians, if applicable) in advance of any periods of time that they will be unavailable due to prescheduled vacations. Your therapist may not be able to notify clients (and legal guardians, if applicable) of other times of unavailability that is the result of urgent or emergent matters. If your therapist is unavailable for any significant period of time, you will be contacted and offered an alternative therapist.

**Termination:** A client may discontinue care with Heart of Therapy at any time. There is no fee or charge for discontinuing care. Heart of Therapy reserves the right to discontinue their services to a client and to refer the client to other providers, particularly in the following circumstances:

1. If the client, legal guardian (if applicable), and/or responsible parties are unable to abide by the terms and conditions of these services as indicated in this document and in other documents signed by the client, legal guardian, and/or responsible parties in pursuit of care with Heart of Therapy;
2. If the client and/or legal guardian (if applicable) is unable or unwilling to abide by the treatment plan developed between the client and Heart of Therapy; or
3. If the client and/or responsible parties are unable to pay for services or care provided to the client, as noted above; or
4. If the client behaves in a way that is threatening to any member of Heart of Therapy, including using threatening or inappropriate language, gestures, or making threats of harm or criminal/legal action.

**No Surprise Act & Good Faith Estimate:**

Under the No Surprises Act *(H.R. 133 -* which will go into effect on January 1, 2022), health care providers need to give clients or patients who do not have insurance or who are not using insurance an estimate of the bill for medical items and services. Because of the fluid nature of behavioral health treatment, Heart of Therapy, LLC identifies a service as each individual session and as such the GFE will be the cost for each session.

* This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created.
* You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes (under the law/when applicable) related costs like medical tests, prescription drugs, equipment, and hospital fees.
* The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill.
* If you receive a bill that is at least $400 more than your Good Faith Estimate, you can dispute the bill.
  + You may contact the health care provider or facility listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available.
  + You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill.
  + There is a $25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.
* Make sure your health care provider gives you a Good Faith Estimate within the following timeframes:
  + If the service is scheduled at least three business days before the appointment date, no later than one business day after the date of scheduling;
  + If the service is scheduled at least 10 business days before the appointment date, no later than three business days after the date of scheduling; or
  + If the uninsured or self-pay patient requests a good faith estimate (without scheduling the service), no later than three business days after the date of the request. A new good faith estimate must be provided, within the specified timeframes if the patient reschedules the requested item or service.

*Note: A Good Faith Estimate is for your awareness only. It does NOT involve you needing to make any type of commitment.*

To learn more and get a form to start the process, go to [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 800-985-3059. For questions or more information about your right to a Good Faith Estimate or the dispute process, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 800-985-3059. Keep a copy of this Good Faith Estimate in a safe place or take pictures of it. You may need it if you are billed a higher amount.

**Changes to these policies and practices:** Heart of Therapy reserves the right to change the policies and practices listed in this document, and to make the changes applicable to any information they already have or will receive about a client, legal guardian, and/or responsible parties. The client, legal guardian (if applicable), and responsible parties will be informed in writing or electronically of any changes that are made.

**Questions and concerns:** If you have any questions or concerns about this document, please contact Amanda Johns, LCSW at Amanda@HeartofTherapy.com