

# MARK FALANGO, LCSW, CSAT

PSYCHOTHERAPIST

3 VILLAGE SQUARE, SUITE 13 • NEW HOPE, PA 18938

215.701.7144

PA LICENSE NO. CW013580

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## PSYCHOTHERAPIST – PATIENT SERVICE AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Please read this agreement carefully before our next session. We can discuss any questions you have about the policies at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

### Psychological Services

Therapy is a relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to create change. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These respective rights are described in the following section.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things that we discuss outside of sessions.

The first few sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work may include. At that point, we will discuss your treatment goals and create a personalized, initial treatment plan, if you decide to continue. You should evaluate this information as well as your own assessment about whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise.

### Appointments

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session per week at a time we agree on, although some sessions may be longer or more frequent.

### Cancellation

The time scheduled for your appointment is for you and you alone. If you need to cancel or reschedule a session, it is required that you provide more than 24 hours notice. **If you miss a session without canceling, or cancel with less than 24 hours notice, you must pay for the missed session.**

In addition, you are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time. I will wait 20 minutes for you if you are late for an appointment.

### **Fees, Billing and Payment**

Session fees or insurance co-pays are payable at the time of service unless alternative arrangements have been arranged. Fees will be reevaluated periodically. **You will be responsible for paying the entire fee if your insurance fails to authorize units of service or if no units of service are available to you.** Should a balance accrue and no payment is received, I reserve the right to seek remuneration by any means legally possible including, but not limited to, the retention of a collection agency. There is a \$60.00 charge per hour to prepare documents for disability or legal purposes. You are responsible for charges due to insufficient check funds.

### **Insurance**

I accept payment directly from insurance companies on whose managed care provider plans I participate with. In the event that I am not a participating provider in your managed care plan, my services are typically reimbursable and I will provide you with a monthly statement that you may submit to your insurance to obtain out-of-network reimbursement. Insurance companies sometimes require a formal diagnosis with their claims. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. In the event there is a deductible for out-of-network benefits, you are responsible for the full amount of the deductible. If you have difficulty paying for therapy under the conditions outlined, then I would be happy to discuss alternative plans.

Although many patients have, and use, their mental health insurance benefits, others prefer to pay privately "out-of-pocket." There are various reasons to consider this including your confidentiality and benefit coverage. Your mental health records may impact your ability to obtain other medical, life, and disability insurance in the future. As a private pay client, you can be assured that treatment records are kept confidential, shared only with your prior written consent.

### **Confidentiality**

The confidentiality of all communication between a client and a psychotherapist is generally protected by law and I, as your therapist, cannot and will not tell anyone else what you have discussed or even that you are in therapy without your written permission. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. The HIPAA Notice Form can be found at [www.markfalango.com](http://www.markfalango.com). With the exception of certain specific situations described below, you have the right to confidentiality of your therapy. You, on the other hand, may request that information is shared with whomever you choose and you may revoke that permission in writing at any time.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a patient's treatment. If at all possible, I will make every attempt to inform you when these will have to be put into effect. The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a client is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens harm to him/herself or another, I may be required to seek hospitalization for the client, or to contact family members or others who can provide protection.

2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.
3. In response to a court order or where otherwise required by law.
4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
5. To the extent necessary for emergency medical care to be rendered.

Finally, there are times when I find it beneficial to consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

### **Confidentiality of e-mail, cell phone, and fax communication**

It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please let me know at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations.

### **Contacting Me**

I am often not immediately available by telephone. I do not answer the phone when I am with a client. If you need to reach me between sessions, or in an emergency, you have the right to a timely response. You may leave a message on my confidential voicemail at any time and your call will be returned as soon as possible or by the next business day under normal circumstances. After business hours Monday through Friday, I check my voicemail for messages for the last time at 8:00 PM.

On weekends, I typically check for messages midday and at 8:00 PM for the last time. I will only return a call on a weekend or after 8:00 PM if the matter is urgent and cannot wait until the next business morning. But, for any number of unseen reasons, if you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as we can talk. If you feel unable to keep yourself safe, go to your nearest hospital emergency room and ask to speak to the psychiatrist on call or call 911. I will make every attempt to inform you in advance of any planned absences, and provide you with a name and phone number of the therapist covering the practice.

### **Other Rights**

If you are unhappy with what is happening in therapy, I hope you'll talk with me so that I can respond to your concerns. Such criticism will be taken seriously and with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

You have the right to ask questions about any aspect of the therapy and about my specific training and experience. You have the right to expect that I will not have social relationships with clients or with former clients.

### **Consent to Psychotherapy**

Your signature below indicates that you have read this agreement and agree to its terms. Moreover, you agree to hold Mark Falango, LCSW, CSAT free and harmless from any claims, demands, or suits

for damages from any injury or complications whatsoever, save negligence, that may result from such treatment. Your signature also serves as an acknowledgment that you have been provided with access to the HIPAA Notice Form described above.

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Patient Name (please print)

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Patient Signature

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Date

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Mark Falango, LCSW, CSAT

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Date