

# Schachner Associates, P.C.

## Comprehensive Psychological Services

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### FORENSIC SERVICES CONTRACT

Welcome to our practice. This document contains important information about our forensic services and policies. Please read it carefully. If you have questions, please discuss them with your clinician, evaluator or the Practice Manager. When you sign this document, it will represent an agreement between us. You will receive a copy of this document.

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### FORENSIC PSYCHOLOGICAL SERVICES

Schachner Associates offers a full range of forensic psychological services, including:

- Child custody evaluations
- Competency evaluation
- Independent Psychological (Medical) Evaluation
- Assessments of criminal offenders
- Personal injury
- Psychological issues pertaining to immigration status
- Psychological issues related to employment
- Court ordered therapy (individual, family, co-parenting, reunification)

Psychotherapy requires a voluntary effort on the client's part. It is most successful when the client actively works on issues discussed during the therapy session. The experience may generate uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. Psychotherapy often presents as a supportive, direct relationship formed to help a client solve problems, gain insight, and express feelings safely.

Forensic services are **NOT** psychotherapy. Many aspects of the forensic experience are different than traditional therapy. Confidentiality, clinician role, record management and compensation are significantly different whenever some aspect of the legal system (forensic) is involved. Below are some key factors we wish to present for your review.

1. Confidentiality (defined as private or secret):
  - Information in forensic evaluation or consultation is generally not confidential.
  - You should assume that anything you say or information you provide may be required or requested to be released to appropriate legal representatives such as attorneys or the Court.
  - Even when we are hired by your attorney or by you, our final work product may be used/presented in a legal process by your attorney and may not remain confidential from that time of its release.
  - Ultimately, a Court can order an evaluator to release materials/records.
2. Clinician Role (who we report to and what we are supposed to do):
  - Our role is to evaluate person(s) referred through a legal process or conduct a specific type of therapy in accordance with a court order or request from an agency or attorney.
  - It is a complex process to determine whether we are working for you, your legal representatives, an agency, or the court.
  - Evaluations are typically released to the Court or to an attorney; we are not required to provide you with records or reports.
  - Please see our informed consent documents specific to your evaluation or therapy.
3. Record Management:
  - Our evaluations or other materials collected are often not under your control in regards to release.
  - In court ordered therapy (or therapy in connection with a court order), records belong to you as a client (or to parents if a child is 13 or younger), but certain parts of records may be requested or court ordered to be released.
  - No material provided to this evaluator/clinician should be considered completely confidential.

4. Compensation (payment for services):

- Please see the forensic fee schedule for rates.
- All contact of 10 minutes or more may be charged.
- All services must be paid for in advance.
- An estimated initial retainer is not a guarantee of your final cost for forensic work, and actual costs may change based on services requested, extent of consultation or record review, and other similar factors.
- As applicable, you may request a breakdown of billed charges for your review.
- Even when therapy is submitted for attempted insurance reimbursement, there are services that cannot be submitted to insurance. Services billed under our forensic rate include (but are not limited to) consultation with collateral data sources, attorneys, and the Court; review of records, emails, texts or other legal documents; correspondence, administrative charges (copying for example).

**APPOINTMENTS**

**If you miss an appointment or cancel with less than 24 hours' notice, you must pay for that session at the next appointment. This charge is specified below.** Office voicemail picks up 24 hours a day and can be used to cancel an appointment. The only exception to our 24 hour notice policy is if you would endanger yourself by attempting to come (for example, driving on icy roads) or if you experience a sudden illness or family emergency. Please know that our office does not, and will not, contact you for appointment reminders. *\*Please see detailed No Show Cancellation Agreement*

\_\_\_\_\_  
Client Initials

\_\_\_\_\_  
Date

**OFFICE HOURS**

The office's administrative functions (scheduling, billing, etc.) are available between 9:00am and 4:30pm, Monday-Friday.

**MEDICAL EMERGENCIES**

Our office is not a facility that provides care for individuals with physical illnesses. In the event of a medical emergency on site, our staff will call 911. For all other medical issues, please contact your primary care physician.

**FEEES FOR FORENSIC PSYCHOLOGICAL WORK**

-Basic collateral data review; initial consultation; consultation outside of an evaluation; court-ordered therapy, including co-parent counseling and reunification therapy: **Charged at \$200.00** per hour or portion thereof in 10 minute increments.

-Forensic evaluations; Expert witness record reviews; research; review of records; letters; written or oral reports; consultation with attorneys: **Charged at \$250.00** per hour or portion thereof in 10 minute increments.

-Testimonial Work: **\$250.00** per hour, minimum charge 2 hours. Full day includes a 1 hour break. Court appearance charge in half or full day amounts, unless falls under 2 hour minimum.

*\*Please see detailed Fee Agreement for Forensic Psychological Services*

**GRADUATE AND POST-GRADUATE INTERNS**

Schachner Associates, P.C. periodically employs a variety of graduate interns to assist with evaluation and treatments. These may include advanced practicum students or postdoctoral fellows. They conduct professional psychological services under licensed supervision. Your initial here and signature at the end of this contract confirm your acceptance of work with them should they be assigned to assist your clinicians or as your clinician.

\_\_\_\_\_  
**Accept**  
Client Initials

\_\_\_\_\_  
**Deny**  
Client Initials

\_\_\_\_\_  
**Date**

**BILLING AND PAYMENTS**

You will be expected to pay for each session or co-pay at the time of service. Our office accepts cash, check, or debit card. We will not release reports or treatment summaries if an account is not paid in full.

If your account has not been paid for more than 30 days and a payment plan has not been agreed upon, our office will assess a late payment fee of \$5.00 or 1% interest per month on your remaining balance (whichever is higher). This fee will be charged on the 1<sup>st</sup> of each month until payment is received or an installment plan is agreed upon. There is a \$25 fee for checks or debit transactions rejected due to insufficient funds.

If your account has not been paid for more than 60 days and an installment plan has not been agreed upon, our office reserves the right to use legal means to secure payment. This may involve filing in small claims court. If legal action is necessary, the costs will be included in the claim. In collection situations, the information released is limited to a client's name, the nature of services provided, and the amount due.

### **INSURANCE AND MANAGED HEALTH CARE**

Please note that Court Ordered therapy and forensic evaluations do not meet requirements that allow for the use of mental health benefits to be employed to pay for services. In the event that therapy is medically/psychologically necessary, prior treatment is active or recent, and a Court Order merely confirms the nature or specifics of those proceedings, this office will attempt to obtain insurance reimbursement. Despite the aforementioned attempt, there are many aspects of therapy in a Court Ordered situation that cannot be submitted for reimbursement from medical insurance. These situations include (but are not limited to) review of records, consultation with attorneys, and provision of treatment summaries to or communication with the Court.

If your therapy is paid for in full or in part by a managed care company, there are some limitations to your rights as a client. The company may limit how many sessions are available or how much time you have to complete therapy. They may refuse to pay for therapy if your clinician is not on their list of providers. Some managed care policies require a regular report of your progress in therapy and, on occasion, access to your records. Though the company may claim to keep such information confidential, your clinician has no control over the insurance company's rules or what they do with the information. At your request, your clinician can provide you with a copy of any report submitted to the insurance company.

Your clinician and the Practice Manager will assist you to maximize your benefits by filing necessary forms and gaining required authorizations. **However, it is very important that you find out exactly what mental health services your insurance policy covers, because you (not your insurance company) are responsible for full payment of our fees.**

To prevent lapses in coverage, please inform the Practice Manager if you see another mental health professional, if you terminate insurance coverage, or if you change insurance policies. If your benefits expire before you feel ready to end your sessions, you can discuss options with your clinician or the Practice Manager. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above.

### **DIAGNOSIS**

Most insurance companies require a clinical mental health diagnosis before they will pay your clinician's fees. A diagnosis is a technical term to describe the nature of your problem(s) and whether they are short-term or long-term. All diagnoses come from a book titled the **Diagnostic and Statistical Manual-V (DSM-V)**. Your clinician has a copy of this book in the office and can review your diagnosis with you. It is important to know that a mental health diagnosis becomes part of your permanent health record with the insurance company.

### **CONTACTING YOUR CLINICIAN**

The Practice Manager or office assistant answers all phone calls between 9:00am and 4:30pm. When the clinician is not available to take your call, you can leave a message with staff or on the clinician's voicemail. The clinician will make every effort to return your call the same day (with the exception of weekends and holidays). If it is difficult to reach you, please leave times to call back. If your clinician will be unavailable for an extended time (such as for vacation), they will provide you with the name of a clinician to contact in an emergency.

Each clinician has a contact number you can use to reach them during non-office hours if you are experiencing an emergency. If you are unable to reach your clinician and feel you cannot wait for them to return your call, contact 911 or go to the nearest emergency room and ask for the psychologist or psychiatrist on call.

**Note:** The office staff are not health care professionals. They cannot determine the degree of your emergency.

Postdoctoral fellows are supervised by Samuel K. Schachner, Ph.D. Any concerns or questions may be directed to Dr. Schachner as necessary at the main office number.

### **EMAIL AND TEXTING**

In order for the clinicians at Schachner Associates to provide you with the best possible care, we ask that you adhere to limits regarding when and how email and texting may or may not be used to contact our clinicians. While we take reasonable steps to ensure confidentiality and security in the telecommunications technology we employ, email, text and other forms of telepsychology may not be sufficiently secure to guarantee your confidentiality. Email and texting are NOT primary forms of communication. Therefore when scheduling or especially in the event of an emergency, we ask that you call the office. We do not perform therapy or consultation via email, chat, or text. These are **not** confidential mediums. *\*Please see detailed Email/Text Policy*

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Client Initials

\_\_\_\_\_  
Date

### **PROFESSIONAL RECORDS**

The laws and standards of psychology and professional counseling require your clinician to keep treatment records and define length of time treatment records are to be kept. You have the right to request that your entire record or a written summary of treatment be sent to another health care provider. You have the right to request that your clinician correct any errors in your file.

Note:

- Records will typically NOT be released in response to a subpoena
- Records **must** be released if there is a signed court order (after the order is reviewed)
- Records **can** be released with the appropriate written consent

### **COMPLAINTS**

If you are unhappy with your treatment, please discuss your concerns with your clinician. If you believe your clinician has behaved unethically, you can file a complaint with the Pennsylvania Department of State Bureau of Professional & Occupational Affairs.

Online Complaint Form: <http://www.dos.state.pa.us/bpoa/cwp/view.asp?a=1104&Q=432617&bpoaNav=>

Mailing Address: Commonwealth of Pennsylvania  
Department of State, Professional Compliance Office  
P.O. Box 2649  
Harrisburg, PA 17105-2649

Toll Free Hotline: 1-800-822-2113 (Pennsylvania only)  
Telephone Number: 717-783-4849 (outside Pennsylvania)

### **\*NO SHOW CANCELLATION AGREEMENT**

In order for the clinicians at Schachner Associates to provide you with the best possible care, we ask that our patients/clients make every effort to keep appointments and to arrive in a timely manner. Please make every effort to be on time for your appointments. If you are more than 15 minutes late, your doctor may not be able to see you and you may need to reschedule with the Office Manager. We require 24 hours' notice to cancel an appointment without charge. This Forensic Services Contract also outlines the amount that each clinician charges per session. If you do not show up for an appointment or cancel with less than 24 hours' notice you will be charged for the session. Please know that our office does not, and will not, contact you for appointment reminders.

### **\*EMAIL/TEXT POLICY**

In order for the clinicians at Schachner Associates to provide you with the best possible care, we ask that you adhere to limits regarding when and how email and texting may or may not be used to contact our clinicians. We recognize that use of email and texting, among other social media, has become commonplace. Many clients find our website on the internet and initially contact us through email. However, email and texting are NOT considered primary ways to communicate with our office.

Our office is using an email that may not be secure. Because email is not completely guaranteed to be a secure mean of communication, we encourage you to call our office during business hours if you need to discuss confidential information. We encourage you to limit information provided over email. If you choose to send us personal information, you accept the risk to confidentiality inherent to that process.

Clients may contact our office via email to forward records, return completed intake information, or to ask for written documents that we deem appropriate. However, scheduling should be completed over the phone with the office manager. You may request a scheduling change via email under the condition you recognize that the office may not respond for two to four days. Emails or texts should not be sent in event of an emergency or for any purpose requesting an immediate or same day response. Schachner Associates does not regularly check email over weekends or holidays.

We do not perform therapy or consultation via email, chat or text. These are not confidential mediums.

By signing this document you agree to the above terms and conditions set forth by Schachner Associates. We thank you in advance for your compliance with our policies and for working with us to insure your treatment is delivered in the best possible way.

Your signature below indicates that you have read the information in the Forensic Services Contract, received a copy, and agree to abide by its terms during our professional relationship.

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Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Printed Name

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Relationship to client

\_\_\_\_\_  
Clinician's Signature

\_\_\_\_\_  
Date

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**Office Use Only**

Client, parent, guardian, or personal representative given copy of Forensic Services Contract?      Yes      No

If "No", specify reason: \_\_\_\_\_  
Date \_\_\_\_\_

Client, parent, guardian, or personal representative given the Notice of Privacy Practices?      Yes      No

If "No", specify reason: \_\_\_\_\_  
Date \_\_\_\_\_

Signed: \_\_\_\_\_