# 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, since it's an agreement between you and our practice. If you have questions, please discuss them with your clinician.

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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 has one standard, email-based appointment reminder only that can be requested. You are solely responsible for remembering the date and time of your session(s). **Please see detailed No Show Cancellation Agreement*

_____ _____
Client Initials Date

## OFFICE HOURS

The office's administrative functions (scheduling, billing, etc.) are available on rotating scheduled approximately Monday through Friday between 9:00am and 5:00pm.

## 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.

## FEES 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 $250.00** 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 $300.00** per hour or portion thereof in 15 minute increments.
-Testimonial Work: **$300.00** 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** **Deny** **Date**
Client Initials Client Initials

## PAYMENTS AND BILLING

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

We send regular account balance statements via mail/e-mail or the patient portal. You may pay your balance in person with your clinician, online through our payment portal, or by calling the office; by credit/debit card, check/e-check, or cash. All major credit cards are accepted. The majority of FSA and HSA cards can be used to pay for therapy expenses. It is your responsibility, however, to confirm this with your card carrier based on the parameters of your account.

**Credit/debit card information must be provided when booking your first session** in order to secure your appointment slot and will be kept on file to cover any fees. Your information is kept safe and secure on our HIPAA-compliant online platform. **It is your responsibility to ensure the information provided is accurate, complete, and kept up-to-date.** Your card may be charged automatically within 5-7 business days for a variety of reasons related to your care, including, but not limited to, the following:

- Service Fees (e.g., Private pay-rate, copays, co-insurance, deductible amounts, and other professional services including report writing, telephone consultations longer than ten minutes, meetings with other professionals, preparing records or treatment summaries, completing forms). Until insurance coverage is confirmed, your clinician may require prepayment of the anticipated deductible.
- The remaining charges for services rendered but not paid for by the insurance company within thirty (30) days of the date of service.
- Fees for no-shows or late cancellations if the practice is not notified 24 hours before the scheduled appointment. (This is not something that can be billed to the insurance company.)
- Fees for therapy-related materials (workbooks, DVDs, CDs, and other materials, as well as fees).
- Fees incurred as a result of late payment, non-payment, transactions rejected due to insufficient funds, chargeback, or retrieval.

We take the security of your personal information seriously. While all security measures to protect your information are in place, no company can guarantee that any online system cannot be breached, so by allowing Schachner Associates, P.C. to store your information, you accept responsibility and risk.

**Late Payment:** Accounts that are 30-59 days late are charged a late payment fee ($25.00 per month on the 1st of each month). There is a $25 fee for transactions rejected due to insufficient funds.

**Collections:** If an account is 60+ days past due without an agreed upon installment plan, our office reserves the right to use legal means to secure payment. This may involve filing in small claims court, including legal costs associated with filing and a $200 fee. In collection situations, information released is limited to a client's name, the nature of services provided, and the amount due.

**Financial Hardship:** We may be willing to work out a client payment plan that includes a reasonable period for resolving the balance. If the client's balance remains unpaid, we reserve the right to suspend services until the balance is paid in part or in full. We reserve a limited number of slots for clients requesting fees based on a sliding scale.

**Credit/Debit Card Authorization:**

| **Credit/Debit Card Information** |
|---|
| Card Type: ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX ☐ Other _____ |
| Cardholder Name (as shown on card): _____ |
| Card Number: _____ |
| Expiration Date (mm/yy): _____ |
| CVV Code: _____ |
| Billing Address: _____ Phone #: _____ |
| City, State, Zip: _____ Email: _____ |

By signing below, I certify that the credit/debit account information I have provided is accurate and that I am an authorized user on account. I authorize Schachner Associates, P.C. to keep my credit card information on file and charge the above fees automatically and on an

ongoing basis. I understand that I am responsible for notifying Schachner Associates, P.C. if my credit/debit card information needs to be updated. Schachner Associates, P.C. agrees to ONLY charge for services rendered as described above or for appointments not cancelled 24 hours in advance. I agree to contact my clinician or the Office Manager at Schachner Associates P.C. with any questions or concerns about charges first before attempting to resolve the discrepancy with my financial institution.

Client Signature: _____. Date: _____

**Responsible Party for Billing:** If you want to list someone else as the person responsible for payment, the following information must be completed and signed. Signing this section means that you give our office permission to speak with the responsible party about billing. This includes sending billing statements, discussing insurance issues (ex: deductibles, copays), and missed/late cancelled sessions. It does not include releasing clinical information, unless there is a written consent from the client or legal guardian(s). **If you're 18+, and the person you designate doesn't agree to be responsible for payment, or does not pay the bill, you are responsible for all charges.**

Name of Payer:_____ Address of Payer:_____

Relationship to Client:_____ Phone of Payer:_____

Signature of Client:_____ Date:_____

## 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 may attempt to obtain insurance reimbursement depending on the nature of treatment or evaluation, at the consideration of the psychologist. 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. We reserve the right to refuse to allow the use of insurance in forensic cases regardless of court order or insurance availability.

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 Administrative staff answer 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 as soon as possible. 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.

## 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<br>Department of State, Professional Compliance Office<br>P.O. Box 2649<br>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 you 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.

## SOCIAL MEDIA POLICY

Because the use of various types of electronic communications is common in our society, many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of our profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law. If you have any questions about this policy, please feel free to discuss this with your clinician.

### Email and Text Message Communications

Email and text messaging communication are used only with your permission and only for administrative purposes unless you and your clinician have made another agreement. That means that email exchanges and text messages should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email or text about clinical matters because this is not a secure means of communication. If you need to discuss a clinical matter, please feel free to call your clinician to discuss it on the phone. You can also wait to discuss it during your next therapy session.. Email and text messaging should not be used to communicate with your clinician in an emergency situation. Clinicians try to respond to emails and texts within 24 hours, except on weekends, holidays, or when scheduled to be out of the office.

**Social Media**

Our clinicians and office staff do not communicate with or contact any clients through social media platforms like Twitter and Facebook. Please do not try to contact office staff or clinicians through social media. Clinicians and staff might participate on various social networks, but not in a professional capacity. If you have an online presence, there is a possibility that you might encounter office staff or a clinician by accident. If that occurs, please discuss it with your clinician directly. The office staff and clinicians will not respond to social media contact. If clinicians or staff discover they have accidentally established an online relationship with a client, they will discontinue that relationship. This is because these types of casual social contacts can create significant privacy risks for you.

**Web Searches**

Office staff and clinicians will not use web searches to gather information about a client without permission. We believe that this violates client privacy rights. However, we understand that a client might choose to gather information about clinicians through a web search. In this day and age, there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about staff or clinicians through web searches, or in any other fashion, please discuss it with your clinician during a session so that we can address it and any potential impact on your treatment.

_____ _____

Client Initials Date

**TELEPSYCHOLOGY**

**Benefits and Risks of Telepsychology**

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician don't have to be in the same physical location. It can be more convenient and eliminate the need to travel to the clinician's office. However, telepsychology requires technical competence on both our parts. There are some differences between in-person psychotherapy and telepsychology, as well as some risks.

- Risks to Confidentiality: Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. You should participate in teletherapy only while in a room or area where other people are not present, cannot overhear the conversation, and will not interrupt. Your clinician will take reasonable steps to ensure your privacy, but **it is important for you to make sure you find a private place for your session where you will not be interrupted**. It is also important for you to protect the privacy of the session on your cell phone or other device. It is your responsibility to make sure that all antivirus and operating system software is up to date. For these reasons, your clinician and Schachner Associates cannot guarantee the security of your personal information.

-We request that you inform us, preferably in advance, any time you wish to conduct Telepsychology from another state. This is available only to certain clinicians and certain states. We need the advance notice to confirm if we are able to meet your request. Teletherapy out of state is available only on a case by case basis upon clinician approval.

| _____ | _____ | _____ |
|---|---|---|
| **Accept** | **Deny** | **Date** |
| Client Initials | Client Initials | |

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.

_____ _____

Client Signature Date

_____

Printed Name

_____ _____

Parent/Guardian Signature Date

_____ _____

Parent/Guardian Printed Name 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: _____

Rev. 10/18