



Andrea Morganstein, LPC LLC

203 W Chestnut Street, Ste 202
West Chester, PA 19380-2517

Phone: (610)314-0799
Fax: 610-601-5999
www.amcounseling.net

This document contains information required by federal and state law.

Client Information and Consent to Treatment/Evaluation

Welcome to the mental health practice of Andrea Morganstein, LPC, LLC (AM). This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. I can discuss any questions you have 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 1) taken action in reliance on it; 2) if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or 3) you have not satisfied any financial obligations you have incurred.

BEHAVIORAL HEALTH SERVICES

Investment of time, commitment, and mutual respect. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the problems you are experiencing. There are many different methods I may use to deal with the problems you hope to address. Psychotherapy is a partnership that I enter into with a sense of mutual respect between. Setting aside time for our work and making good use of it is one way that I will be demonstrating respect for one another. It calls for an active effort on both of our parts. In order for therapy to be most successful, you will have to work on things we talk about during our sessions and at home.

I understand that your hard-earned money is paying for our sessions and that you are taking time out of your busy life to invest in the work that we do to improve upon your current life situation. I will do my best to be prepared to make productive use of our time together and to check in with you to ensure that we are focusing on the issues that you feel to be most important. If we agree upon a “homework” assignment for you to do, it is because we’ve decided together that it will assist you to develop a skill that will be helpful or to create more insight into the struggles that you are currently facing. Giving priority to completing your homework, even if it’s not a success, will keep your treatment moving forward as much as possible.

Psychotherapy can have benefits and risks. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and reductions in feelings of distress, but there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. **By the end of the evaluation, I will be able to offer you some initial impressions of what your treatment will include and an initial treatment plan, if you decide to continue with therapy.** In some cases, particularly with children, the initial evaluation will take several sessions. You should consider this information along with your own assessment about whether I am a person with whom you feel comfortable working. If you have questions about your treatment, diagnosis, or sessions, you should discuss them with me whenever they arise.

APPOINTMENTS

Initial sessions run approximately **75 minutes**. After that, **ongoing sessions** are **45 minutes** long. I do tend to take more time with the initial visit. **60-minute** sessions are available, if you prefer, but some insurance plans don’t cover it. I set aside your appointment time specifically for you and do my best to take you into the therapy space on time. There are times when I may run behind due to another client’s emergency or emotional distress. Please know that this is a courtesy that I will also extend to you as well, should the need arise.

Because this time could have been available to another person, I will expect you to keep any appointment you make unless an emergency occurs or you give 24 hours notice. **Please refer to the Financial Policy agreement for our financial policies** for details regarding missed appointment/late cancellation fees.

CONTACTING ME

I maintain a phone number/voice mail system that is available to take your messages 24 hours a day. In most cases, non-urgent messages can be left on voice mail and will be picked up and returned within a few hours during daytime office hours.

EMAIL/TEXT COMMUNICATIONS

Encrypted/secure email and texting options, for routine communication about appointments and other matters, is available. **If you communicate with me via email or text, please be aware that privacy and security are a complex issue and it is possible to still send information in an “insecure” manner.** I cannot guarantee that emails will be received in a timely manner or monitored frequently. I recommend that you take precautions to protect the confidentiality of email, such as safeguarding your computer password and maintaining current recommended security features on your electronic devices.

Do not use email or texts for emergency communications.

Please refer to the Communications Policy for further details.

Emails and text messages (not including general practice information) will be part of your medical record. I will not release your email address to 3rd parties unless you consent for me to do so. Please refer to our Notice of Privacy Practices (HIPAA notice) for information as to permitted uses of your health information and your rights regarding privacy matters. Clients will receive emails about information on general practice news, groups, seminars, workshops, and satisfaction surveys if interest is indicated on their client questionnaire.

EMERGENCIES

Your therapist (or, in the event of time off, a colleague outside of the practice bound by the same ethics of confidentiality) will monitor voicemail messages for urgent matters. If you are experiencing an urgent situation, and can wait for a return call from your therapist or the covering colleague, leave a detailed, confidential voicemail message and a therapist will return your call as soon as possible, no later than 10:00 am on the next business day. If possible, and when appropriate, some calls will be returned during evenings and weekends.

If you are having any difficulty getting through to me, or are unable to wait for a return call, or are in need of immediate attention, please go the nearest emergency room or call 911.

If you block anonymous calls, please turn off such blocking while you wait for a return call as I often return calls from confidential telephone numbers. **Do not use email or texts for emergency communications.**

CONFIDENTIALITY AND POSSIBLE EXCEPTIONS

The law protects the privacy of all communications between a client and a licensed mental health professional. This is very important because you need to feel that the therapy space is a safe place for you to talk honestly about things that can often be hard to talk about. The reason we have HIPAA laws is because the federal government knows that my professional, ethical duty to keep your information private is crucial to you being able to use our time well. What's the point of coming to therapy if you don't feel that you can be honest? Therefore, 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).

There are other situations that require only that you provide written, advance consent. **Your signature on this Agreement provides consent for those activities, as follows:**

- We may occasionally find it helpful to **consult other health and mental health professionals** about a case. During a consultation, I take every effort to avoid revealing the identity of any client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- When I take some **time off, arrangements will be made for a similarly licensed clinician to monitor voicemail for urgent matters** so that they can provide brief phone consultations, when necessary. It will be your choice whether you decide to make use of this option. There may be times when I think it would be wise to prepare the covering

colleague that you may need to call. In that case, your therapist will provide some of your information with the covering colleague in advance so that they can be as helpful as possible to you, should you need them.

- **I also have contracts** with Hushmail (an email provider), Spruce Health (a phone and texting service), and other vendors. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract. Again, only necessary information is shared.
- Disclosures required by health insurers are discussed elsewhere in this agreement.

The HIPAA Notice spells out situations where I am required to release information even without your consent. There are some situations in addition to those included in the Notice where I am permitted or required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend ourselves.
- *If I believe you are a danger to yourself or others, I will do whatever I need to do to protect you and others, including contacting your family, emergency services, or the police.*
- *If I have reason to suspect, on the basis of our professional judgment, that a child is or has been abused, I am required to report our suspicions to the authority or government agency vested to conduct child abuse investigations.* (Please see the HIPAA Notice for more details.)

Based on Act 147, passed by the Pennsylvania state legislature in 2005, it is Andrea Morganstein, LPC, LLC's policy that minors aged 14 – 17 control consents to release information, except that parents/legal guardians can consent to release of records to a primary care physician or current mental health provider if I believe it is in the minor's best interest. **Parents/legal guardians have the right to: information necessary for providing consent, including symptoms, conditions to be treated, medications, other treatments, risks, benefits, and expected results.**

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you read the HIPAA notice and I discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not attorneys. In situations where specific advice is required, legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our professions require that I keep treatment records. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in the presence of your therapist so the contents can be discussed. Clients will be charged an appropriate fee for any time spent in preparing information requests, and for the records themselves.

If more than one person is seen in a session, both must consent to any release of the record.

INSURANCE REIMBURSEMENT

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. Your health insurance company is required by state and federal law to maintain the privacy and security of any information I share with them. If you have questions about what your health insurance company does with the information that is disclosed to them, you may contact them to request a copy of their Notice of Privacy Practices. Increasingly, billing is electronic, rather than dependent on paper claim forms. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

ADDITIONAL CONSENT TO TREAT A MINOR

Therapy is most effective when a trusting relationship exists between therapist and client. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a “zone of privacy” so they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, you will acknowledge that I will provide your child with age-appropriate privacy and confidentiality.

It is our policy to provide you with general information about treatment status. I will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will not share with you what your child has disclosed without your child’s consent. I will tell you if your child does not attend sessions. I will share general information such as issues discussed, progress made, and what other areas are likely to require intervention in the future. The details will vary with the age of your child and the specific situation—your therapist will clarify these issues in the initial session(s). If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Some of these behaviors may be minor problems, but at other times they may require parental intervention. Feel free to discuss with your therapist any concerns you have about how these issues will be addressed. If I ever believe that your child is at serious risk of harming him/herself or another, I will inform you.

The following is specific to potential custody or other legal disputes:

“I am aware that requesting the release of treatment plans, notes or reports in custody disputes, or subpoenaing testimony about any of the content of my child’s treatment, interferes with the therapy relationship and jeopardizes any gains made in psychotherapy. Therapists must be able to be neutral in family legal conflicts to be helpful. I agree that the role of Andrea Morganstein, LPC, LLC (AM) is limited to providing treatment and that I will not involve AM in legal disputes, especially a dispute concerning custody, custody arrangements, visitation, etc. Therefore, I knowingly and freely waive my right to request the release of information to myself or my attorney or any other Officer of the Court for such disputes. I agree to instruct my attorneys not to

subpoena AM or its staff, or to refer in any court filings to what AM staff has said or done. Except for records of attendance and billing, I understand that release of clinically significant information shall be by Court Order, signed by a duly appointed Judge. If I share legal custody of my child and both parents consent to treatment and I decide to withdraw my consent against the other parent’s wishes, I agree to 4 termination sessions if AM staff believes it is in my child’s best interest.

AM will continue to release records to your child’s physician for treatment purposes with the consent of one parent. If there is a court appointed evaluator in a custody dispute, and if appropriate releases are signed by both parents and a court order is provided, AM will provide general information about the child which will not include recommendations concerning custody or custody arrangements. If for any reason, AM staff are required to appear as a witness or speak to a custody evaluator or judge, time spent preparing reports, traveling, reviewing files, or other case-related costs will be charged at a non-insurance based rate to the party responsible.”