

# Practice Policies

DANELL BLACK, LPCC 12727

danellblackcounselor@gmail.com

559-930-9475

## PRACTICE POLICIES

### CLIENT PORTAL

For convenience to you, the client, and myself, the psychotherapist, you will be emailed a link to access a HIPAA-compliant online site where you can securely manage your appointments, billing information, electronic messaging, documents, and so much more. Your link will contain a password unique to you, and you are able to change it once you log in and set up your account.

### FEES FOR SERVICES

If you are not using your behavioral health benefits through your insurance company or do not have insurance, my standard fees for in-person and telebehavioral health therapy services are as follows:

Initial intake session consisting of 60 minutes is \$150.00

60 minute session is \$130.00

45 minute session is \$110.00

50 minute couples/family session is \$130.00

30 minute session is \$65.00

15 minute documentation fee is \$40

Group fees are \$45 for the 1.5 hour session.

If you do not have insurance, but are in need of a sliding scale for services due to economic hardship, please contact me prior to scheduling your appointment to discuss your hardship further with me. You will need to bring your most recent federal income tax statement with you to your appointment. The rates below will remain in effect until your hardship is resolved as determined following reviews and discussions with you every 3 months.

The sliding scale for a 45-minute session is as documented below:

Income of \$0-60k= \$65

Income of \$60-80k = \$80;

Income of \$80-100k = \$100; and

Income of \$100-\$120k = \$120

## GOOD FAITH ESTIMATE

This GOOD FAITH ESTIMATE explains how much your medical care will cost. Under the law health care providers need to give patients who don't have insurance or who are not using insurance an estimate of the bill for medical items and services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. Make sure your health care provider gives you a Good Faith Estimate in writing at least 1 business day before your medical service or item. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises)

## APPOINTMENTS AND CANCELLATIONS

**Scheduling:** You may schedule appointments up to two months in advance with me or in the Simple Practice Client Portal. The standard "53 minute psychotherapy hour" is reserved for you. Please note that if you are using insurance, your insurance may designate the length of time for your sessions; the standard being 45 minutes. All sliding scale appointments are 45 minutes in length.

A \$10.00 service charge will be charged for any checks returned for any reason for special handling.

**Contact Info:** I respect and value your time with me and I ask you to do the same for me and my business. With that said, life happens for all of us, and we may need to cancel or reschedule appointments at times. Always reach out to me thru the Simple Practice Client Portal or by text at 559-575-0165 if you are running late or need to cancel/reschedule a scheduled appointment. You can also convert an appointment from in-person to phone/video at any time by letting me know prior to the start of your appointment. On the occasion that I may need to cancel an appointment, I will attempt to reschedule you within the same week; otherwise, as soon as conveniently possible by both parties. If I am ever running late, I will text you or contact you via the Client Portal. Please note, I can only provide services when you are physically located within the state of California.

**Late Start/Early Ending:** You pay for the time that you schedule with me. If you are a cash paying client, and you are late to your session or choose to end the session early, you will be seen for the time that you attend and charged the full fee. If you are an insurance-based client, your appointment will be cancelled after 7 minutes of not showing, and a no show/late cancellation fee will apply (not applicable to Kaiser and Medi-Cal clients).

**Fees and 24 Hour Notice:** Please remember to cancel or reschedule 24 hours in advance to your appointment time so that your appointment time can be offered to another client in need of services. I only schedule one client for each hour, so if you fail to cancel your appointment in advance, you leave me with an unpaid hour of time. Therefore, you will be responsible for the cancellation fee of \$65(\$45 for group cancellation) per incidence, or that which has been agreed upon with your insurance, if cancellation is less than 48 hours. I will review specific situations individually in regards to unexpected illnesses or emergencies; however, with automatic text and email reminders being sent from the Client Portal at 48 hours and 72 hours prior to the appointment, there is always a way to let me know in

advance that you cannot make an appointment. I reserve the right to discuss any concerns regarding the frequency of canceling appointments, explore barriers to treatment, and/or terminate your care if needed. If your insurance does not allow for such fees, your treatment will be terminated if the 24 hour notice is not respected. Whenever possible, please feel free to begin this conversation with me yourself so that we can avoid interruptions to your care.

**Outstanding Balance:** There is a fee for the services that I provide. Invoices need to be paid by the end of the month in which that session was held. I will not schedule any additional appointments for you until that balance is paid.

## CREDIT CARD

When paying with a credit card, you authorize scheduled charges to your credit card for regularly scheduled appointment fees, missed appointment fees, late cancellation fees, the balance of fees denied by your insurance company, and/or not paid by your insurance company within 90 days of date of service. You authorize these charges to your card beginning the first date of service until 90 days after termination of services. If you have questions about these charges, you agree to contact me, Danell Black, LPCC. You agree that you will not pursue a refund directly through your credit/debit card company, bank, or financial institution. If any of your actions yield a chargeback for any reason, you agree to pay any and all penalty fee(s) incurred by me. Credit cards are processed by either Stripe or Ivy Labs only; both of which are HIPAA compliant companies. A credit card must remain on file for all clients (except Medi-Cal); however, you may pay for your services in cash.

## INSURANCE

If I am an in-network provider with your plan, I will submit claims for you, but at our session you must pay any portion not covered by your plan. If I am NOT a provider for your plan, you will pay me in full at your session and I can give you a "Superbill" so that you can seek reimbursement from your plan if eligible for Out-Of-Network services. Charges not covered by your insurance, remain your responsibility. All payments are due at the beginning of each session. You can save your credit card/health care flex card information to your Client Portal for convenience. Please call your Insurance for information on your benefits.

## MINORS

If you are a minor, your parents/guardians may be legally entitled to some information about your therapy. I will discuss with you and your parents/guardians what information is appropriate for them to receive and which issues are more appropriately kept confidential. I will encourage you to share information with your parents/guardians when appropriate.

If you are the parent/guardian of a minor, kindly remember that the content of your minor child's therapy is protected by confidentiality laws, with the exception of high-risk behaviors, including suicidality, homicidality, grave disability, or harm to their property or someone else's. Parents/guardians, you are responsible for sharing information with any other parent/guardian involved. I will not mediate between parents/guardians at any time. It is not my role to conduct custody evaluations, determine whether a

parent is "fit" or not, recommend one parent over the other, nor focus on custodial matters. If this is your goal, please let me know so that I can refer your child to another therapist who does provide this service.

## LITIGATION

Sometimes clients become involved in litigation while they are in therapy or after therapy has been completed. Sometimes clients (or the opposing attorney, in a legal case) want the records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure regarding many matters, clients' records are generally confidential and private in nature. Clients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If you or the opposing attorney are considering requesting your clinician's disclosure of the records, I will do my best to discuss with you the risks and benefits of doing so.

If you become involved in legal proceedings that require my participation, you agree by signing this Agreement to pay the fees listed below for any time I must spend on your case, including but not limited to time spent to appear in court or give depositions, letter writing, and preparation time. I require retainers to be paid in advance. As a general policy, I cannot be available "on-call" as being called to come to court at the last minute in that fashion is too disruptive to my practice and not fair to my clients that otherwise would be scheduled that day.

- \$150 per hour - for all preparatory time (e.g., reviewing the file, court preparation with attorney, communications related to preparation).
- \$275 per hour - for all time away from office due to depositions or testimony and for all time required out of the office (i.e. including drive time) that I would otherwise not be able to see clients.
- \$1100 - the minimum charge for a court appearance and/or deposition.

All retainers are due in full 7 days prior to the court hearing or deposition appointment time.

- \$75-\$150 for all letters, varying by document type and amount of time needed to compose and review letter. Attendance letters to the school for minors are not applicable to this charge.

## Records Request

- \$25 - A base price for administrative costs.
- \$9.70 - fee (not to exceed) certifying the medical records may also be charged if required.

Fees for copying documents may be:

- \$0.97 per page for the first 20 pages
- \$0.83 per page for pages 21 through 100'
- \$0.66 for each page copied in excess of 100 pages.

- Postage fees not to exceed \$40.

ALL fees are due by credit card or cash before they are released. Appropriate Releases of information must be signed as well.

## DISABILITY

This notice is to inform all new and current clients that per California Labor Code Section 3209.8, I am not able to provide letters or completed paperwork supporting or not supporting disability claims as such a recommendation is out of my scope of practice. If you are in need of a referral to a medical provider, psychiatrist, or psychologist, please let me know - referrals can be provided. It is up to the referring provider to decide if they will provide this accommodation.

## NOTICE TO CLIENTS

AB 630, Chapter 229, Statute of 2019 requires all mental health counselors, whether licensed or unlicensed to give notice to clients receiving psychotherapy where they may file a complaint. Should you have any complaints regarding your mental health services you may file a complaint with the Board of Behavioral Sciences. The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

## TERMINATION

It is my ethical duty to provide therapy only when your concerns/clinical issues are within the scope of my training, when I feel you are actively participating in treatment, and when I feel you are benefiting from the work that we are doing in therapy sessions. Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

## COLLABORATIVE OFFICE

Three Oaks Wellness Collaborative is a suite shared by multiple wellness providers who are in business for themselves, but sharing physical space, resources, knowledge, and share the common goal of helping their clients to grow stronger. Please speak to me directly with any questions regarding the

practice of my business, confidentiality while in the Collaborative Office setup, or concerns while waiting in the shared client waiting room.

#### DISCLAIMER

I am not legally responsible for care received from professionals that I refer you to. Our agreements do not involve other providers in the suite, who operate solo practices (we are not a group).

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Updated on 4/24/23