

**Wayne K. Pansa, Jr., LCSW, LLC**  
**5205 W. Woodmill Dr., Ste. 33LL, Wilmington, DE 19808**  
**302-455-7065**

**Key Policy Summary Statement**

**Therapy**

I am a Licensed Clinical Social Worker (LCSW). I provide diagnostic services and clinical talk therapy.

Your first appointment/s will include a diagnostic/evaluation period to determine your treatment needs and whether I can meet those needs. If psychotherapy begins, we will schedule one session per week, every other week, monthly, or as otherwise determined during intake.

The length of each appointment and the total length of your treatment may vary based on your clinical needs and scheduling constraints.

**Insurance & Payment**

**Payment and Billing:** If you plan on using your insurance benefits for your treatment, we request that you verify your benefits by calling your insurance company and obtaining any necessary authorizations prior to scheduling your first appointment.

If you have a co-payment, coinsurance, or deductible with your insurance company, please be prepared to pay this amount in full at the time of your appointment. You will be billed separately and held responsible for any portion of the treatment that you receive and your third party payment does not cover, regardless of the reason for denial. I accept debit and credit cards. I require a credit or debit card be held on file for all patient responsible balances that exceed 60 days past due.

I reserve the right to cancel all appointments if full payment is not received at time of service.

Your account may also be referred to an outside collection agency and you agree to pay for all collection costs incurred. Further, you understand that if your account is referred to a collection agency, or if your past due status is reported to a credit reporting agency, the fact that you received treatment at my office may become a matter of public record.

**Privacy**

**LIMITS ON CONFIDENTIALITY.** In general, the law protects the privacy of all communications between a patient and mental health professionals. 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:

- I may occasionally find it helpful to consult with other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of patients. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel it is important to

our work together. I will write all consultations in your Clinical Record (which is called “PHI” in my Notice of Providers’ Policies and Practices to Protect the Privacy of Your Health Information).

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient seriously threatens harm to himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who could help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services we provided to you, such information is protected by the doctor-patient privilege law. We cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information. We strongly discourage this as it is often nonproductive to the therapeutic relationship.
- If a government is requesting the information for health oversight activities we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves.
- If we are treating a patient who files a worker’s compensation claim, we may, upon appropriate request, be required to provide otherwise confidential information to your employer.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and we may have to reveal some information about the patient’s treatment. These situations are unusual but include:

- If we have reason to believe that a child who we are evaluating or treating is an abused child and/or an adult was an abused child in the past, the law requires that we file a report with the appropriate government agency, usually the Division of Family Services. Once such a report is filed, we may be required to provide additional information.
- If we have reason to believe that an elderly person or other adult is in need of protective services (regarding abuse, neglect, exploitation, or abandonment), the law allows us to report this to the appropriate authorities, usually the Department of Aging, in the case of an elderly person. Once such a report is filed, we may be required to provide additional information.
- If we believe that a patient presents a specific and immediate threat of serious bodily injury regarding a specifically identified or reasonably identifiable victim and he/she is likely to carry out the threat or intent, we may be required to take protective actions, such as warning the potential victim, contacting the police, or initiating proceedings for hospitalization.

If any of the above situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary; however, my first priority will be to ensure the safety of the victim.

While this written summary of exceptions of confidentiality should prove helpful in informing you of potential problems, it is important that 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 an attorney. In situations where specific advice is required, formal legal advice may be needed.

**PROFESSIONAL RECORDS** You should be aware that, pursuant to HIPAA, I may keep Protected Health Information about you. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance company.

Except in unusual circumstances that involve danger to yourself or others where information has been supplied to me confidentially, or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such person, you may examine and/or receive a copy of your Clinical Record if you request it in writing.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$1 per page (and certain other expenses). Please note that requests may take up to 10 business days to fulfill. Your clinical record is part of an electronic medical record (EMR). All information is password protected to prevent unauthorized parties from viewing records.

**MINORS AND PARENTS** Patients under 18 years of age who are not emancipated and their parents should be made aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else. In these circumstances, I will notify the parent of our concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **Missed Appointments**

Cancellations made with less than 24 hours notice will result in a \$25 fee. Missed appointments are \$35. All fees are due at the time of the next scheduled appointment and must be paid prior to the session beginning.

Patients with two or more missed appointments in a 60-day period may be discharged from the practice.

### **Terminating Treatment**

All relationships have a beginning, middle and end. This is true in treatment relationships as well. In treatment, ideally the patient and provider should mutually agree that it is time to terminate the

therapeutic alliance when the patient's treatment goals have been achieved and there is a reasonable expectation that the gains will be maintained. There are, however, circumstances in which there is not mutual agreement. I acknowledge that the patient may choose to terminate treatment at any time. If you choose to terminate and request it, I will supply you with a referral to another provider. You will remain obligated for any unpaid balances and other contractual agreements.

Though it is rare, providers may also initiate termination without your consent under the following conditions:

- The goals of treatment have been met and treatment is no longer needed
- There is noncompliance with the structure of treatment (canceling or missing appointments, failure to pay fees, failure to follow through with recommendations, etc.)
- There is lack of progress despite appropriate treatment
- A conflict of interest arises
- Illness or disability of the provider or family member requiring a significant reduction in or absence from work