

AFFILIATES IN CLINICAL SERVICES, PC
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PROVIDER-PATIENT SERVICES AGREEMENT
INFORMED CONSENT

Welcome to our practice. This document (the Agreement) contains important information about our professional services and business policies. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about them. When you sign the acknowledgement of receipt of this document, it will also represent an agreement between patient and Affiliates in Clinical Services (ACS). You may revoke this Agreement in writing at any time. That revocation will be binding on us unless we have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the provider and patient, and the particular problems you bring forward. There are many different methods we may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Counseling often leads to better relationships, solutions to specific problems, and significant 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, we will be able to verbally offer you some first impressions of what our work will include and we will establish goals, if you decide to continue with counseling. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Counseling involves a large commitment of time, money, and energy, so you should be very careful about the provider you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a referral.

MEETINGS

We normally conduct an initial evaluation at the first meeting. If necessary, the evaluation may be continued at the next couple of follow up meetings. On occasion, standardized tests are used as apart of the evaluative process. If this is necessary, we

will speak with you about the cost as testing is generally not covered by insurance. Feedback regarding this evaluation is usually verbal. During this time, we can both decide if your provider is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule regular 45-minute follow up meetings (one appointment hour of 45 minutes duration) at times we agree on, although some sessions may be longer or more frequent. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours (1 business day) advance notice of cancellation.** If you are charged for a missed appointment (currently the fee is \$50.00), your insurance company does not cover this expense and you (or your responsible party) will be personally responsible for the charge. This fee must be paid prior to the next appointment.

PROFESSIONAL FEES

Our Reasonable and Customary (R&C) fee is \$175.00 for a 45-minute session and \$175.00 per hour for Other Services you may need, though we will break down the hourly cost for work for periods of less than one hour. The R&C for the initial appointment is \$300.00. Other Services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other professional service. Our general policy is to not become involved in legal proceedings while we are acting as your provider, however, if you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$300.00 per hour for preparation and attendance at any legal proceeding.

CONTACTING US

Due to our work schedules, we are often not immediately available by telephone. We probably will not answer the phone when in session with a patient. When unavailable, telephones are answered by office staff or by voice mail. We monitor messages frequently and will make an effort to return your call on the same day if we are in the office. If not that day, then we will make an effort to return your call on the next business day in the office. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

Voice mail for office staff and providers is available at all times so messages may be left even if the office is closed.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by Health Insurance Portability and Accountability Act (HIPAA). See the HIPAA Privacy Notice for details.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we 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 carrier. Except in unusual circumstances that involve danger to yourself and others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, you may examine and/or receive a summary 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 our presence, or have them forwarded to another mental health professional so you can discuss the contents. We are sometimes willing to conduct this review meeting without charge. In most situations, we are allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If we refuse your request for access to your summary Clinical Record, you have a right of review, which we will discuss with you upon request.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for your provider's own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from patient to patient, they can include the contents of our conversations, our analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to us that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

MINORS & PARENTS

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless we decide that such access is likely to injure the child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our 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, we may provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We may 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 which case, we will notify the parents of our concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Our administrative staff will fill out forms and provide you with assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. There are cases where your insurance company, by contract, has arranged to pay your expenses subject to certain terms and restrictions. In cases where the contract is not enforceable, the financial responsibility reverts back to you or your responsible party. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course our administrative staff will provide you with whatever information they can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we may be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While progress is possible in short-term therapy, some patients feel that they need more services after insurance benefits end. If you choose to continue therapy, you will be expected to pay for your services directly, and we can discuss this further should the need arise. Some managed care plans will not allow us to provide services to you once your benefits end. If this is the case, we will attempt to find another provider who will help you continue your psychotherapy.

You should be aware that if your health benefits are provided by a self-insured employee benefit plan or other arrangement regulated by the federal ERISA statute, such plan will have considerably more access to information in your Clinical Record. They will not have access to your Psychotherapy Notes. If you have any question about the nature of your health benefits, you should contact the group that provides the benefits for you.

This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it.

Once we have all of the information about your insurance coverage, we may discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.