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OUTPATIENT SERVICES INFORMED CONSENT

Welcome to my practice. 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), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices (The Notice) for use and disclosure of PHI for treatment, payment and health operations. The Notice, which is provided with this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully either now or before our next session. Please jot down any questions you might have so that we can discuss them. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. The revocation will be binding on me unless I 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.

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the client, and the particular problems you bring forward. There are many different methods I 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. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. It is important to note, however, that 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 sessions, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow. If after a few sessions, you do not feel comfortable working together, please let me know so that we may discuss it. It is important for you to feel comfortable with the therapist/counselor. If you would like, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETING TIMES AND CANCELLATIONS

I normally conduct an evaluation that will last from two to four sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, sessions will be of 45-minute duration at a time and frequency we agree upon. (Usually bi-weekly after the first four sessions.) Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Cancellations ARE NOT paid by insurance companies. If I am late for our scheduled appointment time, we will still meet for the full 45-minute session. However, if you are late, I cannot extend our time past the ending time in

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order to maintain punctuality for subsequent appointments. I diligently strive to maintain punctuality in appointment times.

PROFESSIONAL FEES

My fee for an initial evaluation is \$175. The fee for individual or marital therapy, thereafter, is \$135.00 per session. If there are any family sessions in the course of therapy, the fee is \$150.00 for a 45 - minute session. In addition to weekly appointments, I charge \$75.00 for late cancellations or appointments for which you do not show without cancellation. The charge for other professional services you may need is \$180 per hour, although I will break down the cost if I work for periods of less than one hour in performing other services. Other services include letter 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 services you may request of me. I will request payment prior to release of any specific report/document. If you become involved in legal proceedings that require my participation, I will expect you to pay for my professional time even if the request is made by another party, i.e your attorney. Legal testimony is considered on a case-by-case basis and due to the difficulty in preparing for this service, I charge \$250.00 per hour. Additionally, my fee is \$2500.00 for full day and \$1500.00 for half-day courtroom testimony or attendance at any legal proceeding. All payments for treatment summaries, letters, and legal consultations must be paid in full prior to submission or court testimony. As your therapist I will provide only facts if questioned in any legal proceedings, as opposed to an evaluation as an expert witness; in other words, no opinions will be provided as treatment and legal evaluation are separate considerations. **PLEASE INITIAL HERE**

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage which requires another arrangement. There is a returned check fee of \$50.00. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. If such legal action is necessary, the costs will be included in the claim. If a collection agency is used, its costs will be charged to you. In most collection situations, the only information I release regarding a client's treatment is his/her name, address, the nature of services provided, and the amount due. **PLEASE INITIAL HERE**

In order for me 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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees.

Due to the rising costs of health care, insurance benefits have become increasingly 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 sometimes require authorization before they provide reimbursement for mental health services. It is also important to note that often the initial authorization is incorrect/incomplete and payment may be affected by the company's adjustment of the authorization. Additionally, insurance 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 much may be accomplished in shortterm therapy, some clients may believe they need more services after insurance benefits end.

You should also 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. An insurance company or other third-party payer regulated under New Jersey law may request that the client authorize the therapist to disclose certain confidential information to the third-payer in order to obtain benefits, only if the disclosure is pursuant to a valid authorization. A valid authorization under this statute shall: 1) be in writing; 2) specify the nature of the information to be disclosed, specify the person authorized to disclose the information, specify to whom the information must be disclosed, and specify the purpose or use of the information, both at the time of disclosure and at any time in the future; 3) specify that the client is aware of his or her rights to confidential communications under therapist/client privilege; 4) be signed by the

client, or the person authorizing disclosure (e.g. the client's parent, guardian, or legal guardian); and 5) contain the date that the authorization was signed. Any authorization executed pursuant to this statute is valid for one year from the date the authorization is signed and applies only to the disclosure of information available on the date the authorization is signed.

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 questions about the nature of your health benefits, you should contact the group that provides the benefits for you.

Any information disclosed to your insurance company 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, I have no control over what they do with it once it is in their hands. In some cases, they may share information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

Once I have all of the information about your insurance coverage, we will 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 our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

CONTACTING ME

I am often not immediately available by telephone. Although I may be in the office, I will not answer the phone when I am with a client. When I am unavailable, you may text me or leave a message in my voice mail which I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays unless otherwise specified in a separate therapy contract. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician, psychiatrist or the nearest emergency room and ask for the psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or another individual this information is confidential. You may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are my professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you review them in my presence so that we may discuss the contents, or have them forwarded to another mental health professional. In most situations, I am allowed to charge a copying fee of \$ 1.00 per page.

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CONFIDENTIALITY

In general, law protects the privacy of all communications between a client and a therapist, and I can only release information about our work 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:

1. I may occasionally find it helpful to consult other professionals about a case.

consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you do not 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.

2. You should also be aware that in the event I practice with other mental health professionals or employ administrative staff, I will need to share protected information with those individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members will be provided training about protecting your privacy and will agree to not release any information outside of the practice without the permission of a professional staff member.
3. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. I cannot provide any information without your (or your legal representative's) 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 me to disclose information.
2. If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
3. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding the client in order to defend myself.
4. If a client files a workers' compensation claim related to the services I am providing, I may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment.

1. If I believe that a child has been subject to abuse, neglect or endangered in any way, I must file a report with the Division of Youth and Family Services. Once such a report is filed, I may be required to provide additional information.
2. If I have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the client or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.
3. If a client (or family member) communicates a threat, or if I believe that the client presents a threat of imminent serious physical violence against a readily identifiable individual or the public, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

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If such situations arise, I will make every effort to fully disclose it with you before taking any action, and I will limit my disclosure to what is necessary. Also note that because of confidentiality, I will not acknowledge our professional relationship in public. That is, if we happen to see one another outside of the office, I will not greet you unless you make first contact.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. The laws governing confidentiality are quite complex, and I am not an attorney. In situations where specific legal advice is required, formal legal advice may be needed.

PLEASE REMEMBER YOU MAY BE CHARGED THE FEE OF \$75 FOR MISSED APPOINTMENTS OR APPOINTMENTS CANCELLED WITH LESS THAN 24 HOURS NOTICE. YOU. NOT YOUR INSURANCE COMPANY PAY THIS FEE. THIS IS A BUSINESS POLICY, NOT A PUNITIVE ONE. YOUR APPOINTMENT TIME IS HELD ONLY FOR YOU, AND IF YOU DO NOT ATTEND IT IS NOT AVAILABLE TO OFFER TO ANOTHER.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE INFORMATION IN THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO ASK ANY QUESTIONS YOU MAY HAVE. THIS IS YOUR INFORMED CONSENT FOR TREATMENT WITH ANGELA DEL RUSSO, MA, LPC CCTP WITHIN THE SCOPE OF MY LICENSE AND TRAINING; AND YOU AGREE TO ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP. *YOUR SIGNATURE ALSO INDICATES THAT YOU RECEIVED A COPY OF THE HIPAA NOTICE DESCRIBED ABOVE, AS WELL AS A COPY OF THIS DOCUMENT. * INITIALLED AREAS ACKNOWLEDGE THAT YOU HAVE READ AND CONSENT TO THESE ITEMS.

Name _____ **Date**_____

Signature _____