

## Treatment Information and Consent Form

Please read this information and ask Dr. Aylor if you have any questions.

Please initial each section after you have read it to indicate that you understand and agree to abide by it.

A copy of this document is available at [www.feelingdoctor.com/forms](http://www.feelingdoctor.com/forms)

### Clinical Services

Dr. Aylor can provide psychotherapy to help adults, couples and families with psychological difficulties. Services offered may include: evaluation, psychological assessment, and psychotherapy. Many services are in collaboration with your primary care physician or with your psychiatrist; however, no explicit transfer of information will occur without your explicit signed consent.

Services are by appointment only. Your appointment time is specifically reserved for you.

Because your appointment time is reserved only for you, it is necessary that you do not miss any appointments. Please call 24-hours in advance to cancel an appointment. Failing to call 24-hours in advance will result in a charge of \$200.00, this is the full cost for the time that I was unable to schedule another patient. If you have insurance I can only charge the full amount that the insurance company reimburses. This rate varies from company to company.

### Confidentiality of Medical Records

Professional ethics and California state law specifies that communications to medical staff are confidential and privileged and cannot be released or shared without your express written permission. All patients are assured of confidentiality in psychotherapy. A release of information form signed by you may authorize us to discuss information outside of this clinical setting should you desire to do so. You may revoke this written agreement at any time by notifying me of your desire.

There are some exceptions to confidentiality of which you should be aware:

1- In order to coordinate patient care, many insurance companies explicitly expect communication between specialist clinicians (including mental health clinicians) and the primary care clinician. This will only apply to you if you are billing your insurance company or if your managed care company referred you for treatment.

2- There are some situations in which clinicians are expected or required by law to disclose patient information (without patient consent) to relevant national, state or local agencies. These situations include:

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- Suspected child abuse or neglect.
- Suspected elder abuse or neglect.
- Serious threat to injure a person or property.
- Serious danger to self.
- When demanded to provide records by the U.S. Patriot Act.
- When subpoenaed, as ordered by a judge.
- Should you or your significant other claim emotional distress in legal filings, the confidentiality of your records cannot be assumed to be protected.

3- In order to obtain reimbursement or authorization for services from insurance companies or similar agencies, Dr. Aylor must disclose certain personal and clinical information such as your name, diagnosis, dates and types of appointments to the insurance company. Many insurance companies may also require more specific clinical reports such as your symptoms and level of current functioning, usually after your first appointment, your last appointment and to request additional sessions.

If you absolutely do not want any information to be released to any insurance company or similar agency, you may wish to consider paying "out of pocket" instead of using your health insurance benefits. If you have any questions about how your insurance company handles and stores sensitive information, you should contact your insurance company directly.

### Patient Feedback and Complaints

If you become dissatisfied with your clinical care, it is best to try to resolve your concerns directly with your therapist. This will provide you with a helpful means to work through issues or concern. If you are still dissatisfied with your clinical care, your therapist will gladly help you to find therapeutic alternatives within the community.

### Patient Bill of Rights

- 1- You have the right to be treated with consideration, dignity and respect. You also have the responsibility to respect the rights, property and environment of the therapist and other patients.
- 2- You have the right to review your own medical records with your therapist and the right to have the privacy and confidentiality of those records maintained.
- 3- You are also entitled to exercise these rights regardless of gender, sexual orientation, marital status or culture; or economic, educational or religious background.
- 4- You have a right to know about your mental health care and coverage, including:
  - Participating actively in decisions regarding your care.
  - The names and titles of all professionals involved in your treatment.
  - Your psychological condition.
  - Any services or procedures involved in the recommended course of treatment.

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- Any continuing recommendations following the end of your care.
- How your health plan operates, as stated in your explanation of benefits.
- As a partner with your health plan and your therapist, you have a right to:
- Ask questions about any advice or prescribed treatment plan if you need any additional information.

Contact your health plan member services department to address all questions and concerns as well as to make suggestions for improvement to the health plan.

- Appeal any unfavorable clinical or administrative decisions.

As a partner in your own psychological care, you have a right to refuse treatment providing you accept responsibility and consequences for such a decision. You have a responsibility to:

- Identify yourself by presenting your behavioral health plan card when receiving services.
- Provide your current provider with all previous treatment records, as well as accurate and complete information.
- Be on time for all appointments and notify Dr. Aylor 24-hours in advance when you need to cancel or reschedule an appointment.
- Receive all non-emergency care through your therapist.
- Notify your therapist or behavioral health plan member service within 48-hours or as soon as possible if you require and receive hospitalization or emergency care.
- Pay all required co-payments at the time you receive services.
- You have the right, at any and all times, to contact the health plan member services department to assist you with any issues that may arise regarding your behavioral health plan.

It is your right to have all of the above rights apply to the person you have designated with legal authority to make decisions regarding your mental health care.

### Advisement

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If you are using managed care benefits for your mental health services, you should know the following important principles:

Managed care benefits cover only "medically necessary" services. This is generally defined as evaluation and treatment of mental conditions that significantly affect your ability to perform your usual activities at home, work and/or school.

Treatment is expected to be action-oriented and symptom resolving with goals for efficiency, effectiveness, and returning you back to your usual level of functioning at work, home or school.

Usually, insight-oriented psychotherapy treatment for long-term personal or relationship

issues is not covered.

Preauthorization of insurance coverage benefits is required. Your therapist does this in conjunction with her Billing Department. This information may be conveyed either by phone, digitally, or in writing. Sometimes patients wish to continue treatment, such as psychotherapy, beyond the insurance covered portion of the treatment. In this case it is possible to pay "out of pocket" for continued treatment with the same therapist.

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### Fees and Patient Responsibility

You are responsible for payment in accordance with the rate and terms communicated and agreed upon with Dr. Aylor. As a courtesy, Dr. Aylor or her billing representatives will submit your insurance claims to your carrier at no cost to you. This, however, is not a guarantee of payment by your insurance company since the claim is based upon arrangements between you and your insurance provider.

If payment is not received within 90-days from the date the claim was submitted, you will be responsible for the full amount of the balance on your account.

If you are using a PPO plan, you will be expected to pay for services at the time of treatment and you can then submit claims to your insurance carrier for reimbursement.

When clinical services are not covered by your health insurance plan, you are fully responsible for payment for these services. Typical examples include:

- Ongoing psychotherapy for personal growth if your insurance covers only short-term evaluation, crisis intervention, or "medically necessary" services.
- Psycho-educational groups.
- When coverage is denied by your insurance company, and
- When you fail to give 24-hours notice of cancellation of an appointment.

In these circumstances, you are responsible for paying a fee, depending on what is allowed by your specific health insurance plan.

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### Fees and Services Associated with Legal Proceedings

Occasionally, in the process of therapy, it may be necessary for a patient to be involved in a legal proceeding. This may be in relation to occupational challenges, child custody or divorce proceedings or having been charged with a crime. As insurance companies will not reimburse for legal proceedings, it is your responsibility to pay for these expenses whether or not you initiated these proceedings.

Should Dr. Aylor need to be involved in a legal/criminal proceeding, the costs for her involvement will be as follow:

- Depositions will be billed at an hourly rate. As Dr. Aylor is not an "expert" witness, but a "treating therapist." \$400.00 an hour.
- For depositions, there is a minimum of 3-hours or \$1,200.00.
- Depositions that last more than 3-hours will be billed accordingly in 30-minute. (\$200.00) increments.
- 3-hour depositions must be paid in advance, and any remaining balance must be paid within two weeks of the deposition.

Dr. Aylor will not agree to schedule a deposition at the time of regularly or previously scheduled patients. If for any reason, the deposition cannot be held at an agreed upon time it will result in a doubling of the previously mentioned rates due to the loss of business.

Dr. Aylor will not agree to travel outside of San Diego County for legal proceedings or depositions.

Paperwork, copying, and review of records will be billed at \$200.00 an hour.

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Finally, you should be aware that you may be responsible for repaying any legal costs that Dr. Aylor may incur in the process of representing your interests

### Financial Agreement

I authorize my insurance carrier to directly pay Dr. A. Robin Aylor. DBA "FeelingDoctor Psychotherapy, APC."

I understand that at each visit I will pay a co-payment designated by my insurance. If

insurance does not apply (or I do not give 24-hours notice of cancellation) I will pay the assessed fee of \$200.00. (or allowed portion thereof). I understand that insurance companies do not cover missed appointments.

I understand that I will pay a \$50.00 service charge on all returned checks.

In the event that I break the financial arrangement detailed above, I agree that my name may be released for collection purposes. No treatment related information will accompany this disclosure. Should any collection process result in a court proceeding, there is no guarantee of confidentiality.

In the event that any legal action is taken to enforce the provisions of this agreement that Dr. Aylor shall be entitled to reasonable attorney's fees and costs.

### Medical Records

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I understand that it is required by law that Dr. Aylor retain a copy of my medical records for 7-years. Copies of records can be transferred to other health providers upon receipt of a valid written consent.

There will be a fee associated with copying the records. A minimum of one week notice is required prior to medical records being made available to the authorized party.

I understand and accept the above-provided conditions for treatment and understand my rights as a patient. Signing this document implies agreement to all sections of the Treatment Information and Consent Form. I have read, understand and agree to abide by the above conditions.

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Patient Signature

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Today's Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Today's Date