

APOGEE Integrated Mental Health Services, Inc.

23 FRUIT STREET, WORCESTER, MA 01609
TELEPHONE: 508-797-0537

PATIENT CONTRACT for OUTPATIENT SERVICES

Welcome to APOGEE Integrated Mental Health Services, Inc. Your treatment is a cooperative, joint venture between you and your treatment team, and your input regarding your goals and progress is an integral part of your therapy experience. The following is a summary of our view of the expectations and goals for your treatment. Please read this handout carefully, and retain it for future reference. Many of the policies and procedures for our practice group are outlined below, and are followed starting with your first appointment. If you have any questions or concerns about the information in this handout, or questions about your progress towards your treatment goals, be certain to ask any member of your treatment team at your next scheduled meeting.

Clear policies and procedures are the foundation for good patient care. This philosophy meshes well with the federal government requirement that we supply you with a specific document outlining important information about our professional services and business policies. Your signature on the "Patient Information and Informed Consent" form confirms that you are aware of how to access this document through our website www.apogeemh.com. It formalizes an agreement between you and your APOGEE Mental Health™ Providers.

PLEASE NOTE THE FOLLOWING:

APOGEE Mental Health™ uses a secure electronic health record and fax technology to communicate clinically and administratively. This is done in full compliance with all federal guidelines and requirements, including HIPAA guidelines for protected health information.

Posted in all waiting areas is a "Notice of Policies and Practices to Protect the Privacy of Your Health Information". This information is part of our compliance with HIPAA regulations; at your request, you can receive a copy of this notice.

All APOGEE Mental Health™ treatment providers meet regularly to discuss treatment issues, coordination of benefits and utilization review for third party payers, and to evaluate the quality of care being provided.

Voice mail may be monitored or answered by support staff who have agreed in writing to maintain complete confidentiality.

There are exceptions to your rights to privacy and confidentiality. In mental health practice, these mostly involve issues of risk or harm to self or others, or when there is knowledge of risk of abuse or neglect.

Services not covered by your third party payer are your responsibility. These involve non-clinical services such as report writing, requests for information from attorneys or third parties not involved in your clinical care (life insurance companies for example).

There is a charge for "broken appointments", time reserved for a meeting but not canceled within 24 hours.

On April 14, 2003, federal guidelines to ensure the privacy of medical information went into effect (in accordance with the Health Insurance Portability and Accountability Act, abbreviated HIPAA). APOGEE Integrated Mental Health Services, Inc. is fully compliant with these regulations; the information in this handout and the forms you complete at your first visit are all parts of our compliance, as are the postings you see in the waiting areas.

SERVICES OFFERED

APOGEE Mental Health™ is a unique group of senior, multidisciplinary mental health practitioners who are dedicated to delivering high quality mental health treatment. The group includes psychiatrists, psychologists, clinical nurse specialists, licensed independent clinical social workers, and licensed mental health counselors. We offer a wide range of services, including urgent intervention, psychological and psychiatric evaluation, and therapy for individuals, couples, and families. Group psychotherapy is offered for adults. Treatment may include the use of medications when appropriate.

EVALUATION, GOALS, AND LENGTH OF TREATMENT

An evaluation lasting from one to three sessions is performed on everyone presenting for treatment. Once this comprehensive diagnostic evaluation is completed, you will either be accepted for treatment or given a referral to a more appropriate treatment situation. The focus and/or goals of treatment are established by mutual collaboration and through exploration of the issues most pressing to you. You are encouraged to alter or redefine your goals as therapy progresses, and to indicate when you feel your goals have been reached.

Psychotherapy is not easily described in general statements. The process of self-exploration varies depending on the personalities of the therapist and patient, and the particular problems brought out in treatment. There are many different methods used to deal with the problems you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for active effort on your part. In order for therapy to be most successful, you will have to work on things that are talked about during 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. However, there are no guarantees of what you will experience.

If appropriate, your therapist will refer you for psychopharmacological evaluation (the use of medication) as an integral part of your treatment.

If you are involved in a family-based treatment and one of the people in treatment is under the age of 18, you will likely be provided with a specific treatment contract for the care of children and adolescents.

Therapy is normally terminated by agreement between patient and therapist. When someone chooses not to schedule another appointment, or does not reschedule a cancelled appointment within 60 days, treatment is ended and the case is closed.

APPOINTMENTS, FEES, AND CANCELLATIONS

Initial evaluation meetings are usually 45 to 60 minutes long, with follow-up sessions tailored to your treatment needs. Individual, family, and couples therapy sessions are usually 45 to 50 minutes long, medication management meetings are 15 minutes long, meetings for medication management coupled with brief psychotherapy are 20 minutes long, and group therapy meetings are 75 to 90 minutes long. A fee schedule is included at the end of this handout. At the beginning of your treatment, you will most likely only be responsible for a co-payment, which is determined by your insurance company. If your insurance benefits have met the maximum allowed, and treatment is still required, the fee for services will be discussed with you.

Your co-payment, or full payment for services after insurance coverage is finished, is expected at the time of each consultation. Even if you expect that a meeting is covered by an insurance company or other third-party payer, “deductibles” have become increasingly common, and you may end up being responsible for payment of more than your co-payment. Failure to make reasonable payment on a timely basis will result in termination of treatment.

Appointments represent time reserved for your personal use. Except for illness, personal emergency, professional emergency, or inclement weather, all APOGEE Mental Health™ providers are committed to being punctually available at the designated time. The same level of responsibility is expected of you. If you need to cancel an appointment for any reason except sudden illness, weather, or a legitimate emergency, you are expected to give *at least* 24 hours notice of your cancellation. The voice mail system allows you to leave an urgent message if you must cancel your appointment with less than 24 hours notice; dial your therapist’s extension, and then press “3” when prompted.

IF SUFFICIENT NOTICE OF CANCELLATION IS NOT GIVEN,
YOU WILL BE RESPONSIBLE FOR EITHER ALL OR A PORTION OF THE FEE FOR THE TIME RESERVED.

In this group practice, appointments missed without proper notice of cancellation are called “broken appointments”. The charge for an appointment that is missed and not cancelled, or for a cancellation with less than 24 hours notice, may be the full fee for the visit. These charges are *not* billable to your insurance, and your therapist will expect this charge to be paid by the time of your next scheduled appointment. Your provider will confirm with you her or his specific policy regarding broken appointments.

Some clinicians have staff members make “confirmation calls” the day or two before scheduled appointments. Please be aware that confirmation calls are a courtesy and are not always made in the event of another administrative priority. It always remains your responsibility to know when you have an appointment, and to keep or cancel the appointment with 24 hours notice to avoid being charged a broken appointment fee.

INSURANCE REIMBURSEMENT:

If you have a health insurance policy, we will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are ultimately responsible for full payment of the cost of your evaluation and treatment. 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. We will provide you with whatever information we can based on our experience, and will be happy to help you in understanding the information you receive from your insurance company.

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. If you do not have a "biologically based" mental health diagnosis (usually meaning an illness that requires medication for treatment), your treatment may be limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. You may also require "prior approval" for treatment or approval for more therapy after a certain number of sessions.

While a great deal of benefit can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. If you have been referred here for services by an employee assistance program, please be aware that some of these organizations will not allow us to provide services to you when your employee assistance benefits end. If this is the case, we will do our best to find another provider who will help you continue your treatment.

You should also be aware that most insurance companies require you to authorize your clinician to provide them with a clinical diagnosis. Sometimes the clinician will have to provide additional clinical information such as treatment plans or summaries, or in rare cases, copies of the entire record. This information will become part of the insurance company files and will probably be stored in a computer. Even though all insurance companies are obligated by law 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. Your clinician will provide you with a copy of any report submitted, if you request it.

In 2010, mental health parity in medical treatment became federal law. This means that for "biologically-based" conditions (such as depression, bipolar illness, or schizophrenia) an insurance company must cover your mental illness at the same level of service as a physical condition. If your treatment is no longer considered "medically necessary", your third party payer may lawfully decline to pay for additional treatment. Visits for such purposes as improvement in marital satisfaction, personal growth, self improvement, and/or treatment of long-standing personality difficulties may not be considered reimbursable services.

If your third-party payer (health insurance) does not fund you adequately for the treatment you may need, you may choose to pay cash for additional treatment. Again, if your care is managed, you need to be aware that most managed-care systems base their coverage on whether or not treatment can be considered to be "medically necessary." Your insurance company may decide that there is insufficient

reason to authorize reimbursement for treatment or for continuation of treatment. If your therapist has applied for coverage of visits, and your health insurance company or agent has declined to cover the service, you have the right to appeal directly to your insurance carrier. Your therapist has limited ability to appeal these decisions; we will assist you in advocating for your benefits, but the decision of the insurance company is the final word on your request.

PROFESSIONAL RECORDS

The laws and standards of mental health practice require that your clinician keep evaluation and treatment records. You are entitled to receive a copy of these records unless your clinician believes that seeing them would be emotionally damaging to you; in such a case, you could be supplied with a written evaluation and treatment summary. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. It is recommended that you review them in the presence of your clinician so that the contents and their meaning can be discussed. Patients will be charged an appropriate fee for any time spent in preparing information requests.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your evaluation and treatment records. As part of your evaluation, this issue will be discussed with you and your parents. Before giving them any information, your clinician will likely first discuss the matter with you.

If you are seen for couples or family work, a member of your family will be identified as the "patient". Medical records and billing will be set up in this person's name. You should discuss with your therapist any issues or concerns you have with this procedure.

As of August 1, 2010, we have transitioned to a completely electronic medical record (commonly referred to as EHR). The advantages are too numerous to list; rapid access to your past records, better documentation of your present condition, centralization of all medications prescribed and medical issues, ease of coordination of treatment among your providers at Apogee and with other health practitioners, and believe it or not, better security and confidentiality than with a handwritten record.

We have chosen an internet provider (NueMD) as our vendor. Unlike many office-based practices that store your records on a server in the office, your medical records are accessed over the internet by secure web connections. NueMD uses state-of-the-art encryption and security, a system that is much more secure than anything Apogee could provide on site. We have been using NueMD for scheduling since 2007; our past experience with NueMD gives us complete confidence that your medical record is unequivocally safe and protected.

URGENT AND EMERGENCY TELEPHONE REQUESTS FOR TREATMENT

The best way for us to evaluate your needs if there is an emergency or urgent situation arises, is to meet with you face-to-face. If you leave an urgent or emergency message during the day, you will be contacted as soon as possible. If you have restricted our ability to contact you during the day (for instance at work) or restricted our ability to call you at home, appropriate and rapid response to your needs may be impossible. Please keep this in mind when you are calling for urgent or emergency contact.

If appropriate and necessary, you will be offered an immediate appointment either that day or the next day based on your needs and the therapist's availability. It is expected that if you have requested urgent or emergency treatment, you will make yourself available for the appointment as offered. If your therapist determines that a certain situation requires an emergency level of care, you will be referred to your nearest emergency room. The clinical decision to refer someone for emergency room evaluation is made with the greatest consideration to ensure your physical and emotional safety, and such a recommendation should be followed immediately.

TELEPHONE CONTACT

As always, we remain available to you for any questions or concerns you have. Questions regarding your treatment and scheduling of appointments should be directed to your therapist. A voice-mail system is used for regular, urgent, and emergency access to all clinicians. A directory of clinicians and extensions is attached to the end of this document.

We are aware that many people feel voice-mail is impersonal and often difficult to use. The use of voice-mail in this practice allows your direct access to your clinician at any time. If you do not understand how to use the voice-mail system, you should ask your therapist to explain the system until you are certain you can use it effectively.

All APOGEE Mental Health™ clinicians are available by pager for urgent and emergency situations. When you dial the extension for your therapist, the message you hear will prompt you to press "3" if you have an urgent or emergency situation. Pressing "3" again when prompted will advance you from an urgent to an emergency paging system. When you have pressed "3", you will trigger your therapist's pager when you finish leaving your message (which MUST include your phone number if you wish to be called back). You should listen carefully to the instructions and times the pager will trigger to be certain you are leaving a message in the proper voice-mail box. Needless to say, if you have requested urgent or emergency communication with your therapist, you should be ready and available to accept the return phone call. If you cannot wait for a return phone call, you should go to your nearest hospital emergency room.

If you have left a "regular" message with your therapist, and you have not received a return phone call in 24 hours, you are free to "up the urgency" by leaving an urgent message stating your initial phone call was not returned.

As was noted above, we have the firm belief that treatment is best done face-to-face. Complicated medical or therapeutic issues will likely require a meeting with your therapist in their office. You should

not be surprised if your therapist feels a meeting needs to be scheduled to fully answer a particular question.

At the time of your first evaluation meeting, you will fill out a “Patient-Provider Contact Consent Form”. This document outlines choices around how we can contact you for regular and emergency contact. If you feel the document does not meet your privacy requirements, you should ask for the “Alternative Means of Contact” form. Always feel free to discuss your privacy needs with your clinician.

PHYSICAL HEALTH

It is frequently useful to have a complete physical examination to rule out the possibility that illness is contributing to or even causing a particular symptom. If you are referred for psychopharmacological (medication) assessment, a physical examination will be required, and laboratory studies are generally necessary.

Your medical care will be coordinated with your primary care provider and any other medical professionals you request. Everyone is asked to give written consent for communication with their primary care provider, and we strongly urge you to give this consent. In most instances, if you decline to allow your clinicians to contact your primary care provider, optimal care cannot be assured, and your treatment may need to end. If you have any concerns about contact with other medical providers, please feel free to address your concerns directly to your therapist.

PRESCRIPTION REFILLS

Medication management is a mutual collaboration, and clearly requires your input and attention to the amount of medication you have available. We believe it is reasonable to expect 48 hours notice for routine prescription refills that may be necessary before a regularly scheduled appointment. A request for a medication refill with less than 48 hours of lead-time is considered an urgent request for refill.

If you cancel an appointment, it is your responsibility to ascertain your need for prescription refills. It is our policy that you must schedule an appointment before medication will be refilled. You should expect that the refill of medication will be sufficient to last until the next scheduled appointment.

LETTER AND REPORT WRITING

In this age of rapid exchange of information, it is crucial that your confidentiality is protected. We are often asked to provide clinical information to other physicians, family members, insurance companies, employers, and attorneys. Your rights, and our obligations, in these situations can be confusing. In general, we do not release information to anyone without your prior knowledge.

Many of these contacts are a direct result of your treatment, and there is no charge to you for written and verbal contact with other health care providers, as long as the contact specifically involves your medical care. There is no charge for contact with an insurance company or other third-party payer if the contact involves getting authorization for your treatment. All other requests for release of information carry

different concerns for your treatment and confidentiality. It is our preference to write letters and reports during meeting times; in this way we can be certain to discuss what you are requesting, and we can discuss the potentially complex issue of who is receiving information.

Copies of your medical record are supplied free of charge to any health care provider for all clinical care purposes. APOGEE Mental Health™ providers commonly charge \$.25 per page or a minimum administrative charge of \$20.00 to copy and send records for non-clinical purposes. Non-clinical requests include contact with attorneys for civil and criminal actions, and insurance company requests for information to process disability or life insurance policies. We reserve the right to charge up to \$150 for letter writing done outside of a scheduled visit, especially if there is time necessary to research the information you are requesting. Report writing is charged at a rate up to \$400 per hour; research and writing time is part of this charge. You may be asked to pay for your report or letter before it is released to you or another party. Letter and report writing is not billable to your insurance carrier. Your therapist will discuss any charges with you to ensure your understanding of the issues involved.

Often patients are asked by another party to have an "Independent Medical Evaluation" for either a court or disability issue. It is unethical for an APOGEE Mental Health™ clinician who is involved with you for treatment to perform an "independent" evaluation. Your therapist will discuss this with you if such an examination is requested.

CONFIDENTIALITY AND LIMITS ON CONFIDENTIALITY

As stated in M.G.L. (Massachusetts General Laws) C. 112, s. 129A, effective April 1988: All communications between a licensed psychologist and his/her patients are confidential. This statute prohibits a psychologist, his or her colleagues, agents or employees from revealing any information in connections with the psychologist's professional services, except in certain defined situations. APOGEE Mental Health™ feels that these regulations are appropriate for all mental health providers, and strictly follows these guidelines regarding confidentiality.

For all APOGEE Mental Health™ patients involved in managed mental health plans, you will need to sign a waiver or release of confidentiality in order to utilize your insurance coverage. Such a waiver is usually a condition of membership in the insurance plan or HMO, and allows them to satisfy certain conditions of payment, including utilization review. *If your mental health benefits are "managed" by your insurance company or other third-party payer, detailed information about your diagnoses and treatment may be supplied to care managers.* Insurance companies in Massachusetts are forbidden by law from releasing any of the information obtained, either from a filed claim or from any review of records, to anyone else without the specific, informed consent of the patient/client. (M.G.L. C. 188 of the Acts of 1986). Confidentiality is also limited to the extent necessary to collect amounts owed by the patient to the provider for professional services. You, as a patient, may permit the release of information to or from another practitioner through a written waiver or "release."

In general, numerous laws and guidelines protect the privacy of all communications between a patient and a mental health professional. Your clinician will only release information about your diagnosis and treatment to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent your clinician from providing any information about your treatment. In some proceedings, involving child custody and those in which your emotional

condition is an important issue, a judge may order your clinician's testimony if he/she determines that the issues demand it.

There are some situations in which your clinician is legally obligated to take action to protect others from harm, even if this results in revealing information about a patient's evaluation or treatment. For example, if your therapist believes that a child, elderly person, or disabled person is being abused, he or she is required by law to file a report with the appropriate state agency.

If your clinician believes that a patient is threatening serious bodily harm to another, the clinician may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, the therapist may be obligated to seek hospitalization for the patient, or to contact family members or others who can help provide protection. These situations are uncommon. All of the clinicians take our responsibilities involving patient and public safety seriously, and will work with you as much as is possible to coordinate a response that is appropriate and necessary, involving you for consultation as much as is possible, and involving as little discomfort for you as is possible under the requirements of law.

Your clinician may occasionally find it helpful to consult other professionals about a particular person or situation. The consultant is also legally bound to keep the information confidential, and as little identifying information is given as is possible. APOGEE Mental HealthTM has a regular meeting where the clinicians can consult each other in a confidential manner. Unless it is felt to be important to your treatment, clinical consultation about you within the group will not likely be reported to you.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, formal legal advice may be needed because the laws governing confidentiality are quite complex. Since none of your clinicians are attorneys, they will likely recommend you contact someone skilled in the laws of your home state.

Many managed-care companies now perform direct audits of outpatient psychiatric medical records. It is therefore possible that your medical record will be reviewed by a representative of your insurance company. Your contract with your insurance company authorizes this level of review. As noted above, anyone auditing a medical record for quality assurance and utilization management is scrupulously bound by ethical and legal requirements that protect your confidentiality. When this has occurred, an entry is made in your medical record noting the name of the reviewing manager, date, and time your record was reviewed. HIPAA regulations require the logging of releases of information made without your specific consent (for example, a court order). You may request an accounting of this information on a yearly basis for no charge. An administrative fee of \$25.00 per request will be charged for more frequent requests.

If your clinician feels that an unlawful request for confidential information is made, the request will be denied, and you will be informed.

You should be aware that all APOGEE Mental Health™ clinicians attend a monthly meeting to address issues of quality assurance and utilization of services. Peer review of treatment is an important way for

group clinicians to get feedback about the services they provide. Peer review is also required by your insurance company, and its purpose is to ensure that you are receiving the best possible treatment. This is a confidential meeting, and you should be aware that your case may be discussed.

As already noted, important exceptions to patient-therapist confidentiality are related to child abuse, abuse of the handicapped, and elder abuse. Other exceptions are the clinician's duty to protect a patient from harming himself/herself or harming another person, child custody litigation, and litigation instituted by you in which your mental state is an issue.

These and other exceptions, such as those having to do with child custody, a patient's introduction of his/her mental condition as part of a civil suit, competency hearings and other instances are listed in M.G.L. C. 112 s. 129A, PSYCHOLOGISTS LICENSING STATUTE CONFIDENTIALITY PROVISIONS; M.G.L. C. 133 s. 20B, PSYCHOTHERAPIST PRIVILEGED COMMUNICATIONS STATUTE; M.G.L. C. 119 s. 51A, CHILD ABUSE REPORTING STATUTE; and M.G.L. C. 19A s. 14(a), 15(b), 18(a) ELDER ABUSE REPORTING STATUTE.

If you have any questions regarding these exceptions to the confidentiality of your work or the limits of the privileged communication between yourself and your provider, please feel free to ask.

PRESCRIPTIONS AND PROTECTED HEALTH INFORMATION

Your written consent is necessary to "call in" or fax prescriptions to a pharmacy. If you traveling and need medication, have missed a scheduled appointment for medication management, or want to change the pharmacy used for prescriptions, you are responsible for obtaining the necessary written permission for your prescriber to contact the pharmacy.

PROCESS FOR REGISTERING COMPLAINTS REGARDING PRIVACY RIGHTS

If you are concerned that your clinician has violated your privacy rights, or you disagree with a decision your clinician made about access to your records, you may contact the office manager at 23 Fruit Street, Worcester, MA 01609, fax 508-797-0611. All complaints must be in writing. The office manager will inform you in writing specific information about how to complete the process of your complaint.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

APOGEE Integrated Mental Health Services, Inc. Provider Directory

Mark J. Schlickman, M.D., Medical Director
Mary L. Ludy, LMHC, LMFT
R. Timothy Connors, Ph.D.

extension 201
extension 242
extension 121

Office staff can be reached at extension 162 or 102

FEE SCHEDULE:

Degree of Provider		MD	PhD/PsyD/EdD	MS,RN,CS	LICSW/LMHC
Initial Visit	90801	\$210	\$200	\$190	\$155
Brief Therapy	90804		\$90		\$70
Brief Therapy/Meds	90805	\$100		\$90	
Full Therapy	90806		\$140		\$115
Full Therapy/Meds	90807	\$150		\$140	
Fam. Consult w/o pt.	90846	\$170	\$155	\$145	\$145
Couples Therapy	90847	\$175	\$160	\$150	\$150
Group Therapy	90853	\$60	\$55	\$50	\$50
Med Management	90862	\$95		\$85	
Psychologist Testing	96100		\$175		
VNS Adjustment	95974	\$275			
