

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to our practice. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA) and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI). Please feel free to ask any questions about our policies and procedures. When you sign this document, it will also represent an agreement between us. 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 us 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 psychologist and patient, and the particular problems you are experiencing. 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 many benefits. Therapy 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 offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with us. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist 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 second opinion.

FORENSIC (LEGAL) SERVICES

The American Psychological Association's Ethics Code and the Specialty Guidelines for Forensic Psychologists prohibit treating psychologists from performing evaluations and other forensic services (e.g., completion of disability forms, custody evaluations, certifying emotional support animals, etc...) on/for their own patients. Therefore, if you are in treatment and in need of forensic services, you will be referred to a different psychologist for completion of those services.

MEETINGS

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we can both decide if we are the best place to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on. Once you have negotiated a weekly appointment time with your therapist, she is required to reserve that 45-minute time for you. If you cancel your appointment, it is often impossible to fill that time slot with another client and you will be asked to pay for all missed appointments. If you arrive late for a session, you will be seen for the remainder of that session, but you will be charged the full fee. If your therapist is running late, you will always be given your full 45-minute session. If your therapist cancels a session for any reason, you will not be charged. You will not be charged for the sessions you miss due to a vacation. As a courtesy, please let your therapist know as far in advance as possible when your vacation falls so that she may plan her time accordingly.

PROFESSIONAL FEES

Dr. Nancy Just (SI# 3382) is a Licensed Psychologist and a Diplomate in Clinical Psychology. Dr. Just's fees are 225.00 per 45-minute session and 330.00 for the initial consultation session. Dr. Ellen Reicher (SI# 4164), Dr. Jessica Kornwasser (SI# 4632), Dr. Andrea Riskin (SI# 5043), Dr. Allison Shale (SI# 5389) and Dr. Patricia Woods (SI# 5730) are Licensed Psychologists. Dr. Reicher, Dr. Kornwasser, Dr. Riskin, Dr. Shale and Dr. Woods' fees are 215.00 per 45-minute session and 330.00 for the initial consultation session. Dr. Margaret Tobias (TP# 153-055) is a permit holder and is supervised by Dr. Reicher. Dr. Tobias' fees are 200.00 per 45-minute session and 315.00 for the initial consultation session. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 5 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you request. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. [Because of the difficulty of legal involvement, we charge 500.00 per hour for preparation and attendance at any legal proceeding.]

CONTACTING US

Due to our work schedule, we are often not immediately available by telephone. When we are unavailable, our telephone is answered by a voice mail service. We will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach us and feel that you can't wait for a return call, contact your nearest emergency room and ask for the psychologist [psychiatrist] on call. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we can only release certain types of 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:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patient. The other professionals are also legally bound to keep the information confidential. If you don't

object, we will not tell you about these consultations unless we feel that it is important to our work together.

- You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these 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 have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are 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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We 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 us to disclose information.
- If a government agency 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 a patient files a worker's compensation claim related to the services we are providing, we may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If we have reasonable cause to believe that a child has been subject to abuse, the law requires that we must report it to the Department of Child Protection and Permanency. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and we believe that the disclosure is necessary to prevent serious harm to the patient or other potential victims, we may report the information to the county adult protective services provider. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates a threat, or if we believe the patient presents a threat of imminent serious physical violence against a readily identifiable individual, we 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 we believe the patient presents a threat of imminent serious physical harm to him/herself, we are required to take protective actions. These actions may include contacting the police or others who could assist in protecting the patient or seeking hospitalization for the patient.
- If a patient is thought to be a danger to the general public, we are required to take protective actions. These actions may include contacting the police and/or other government agencies.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit our disclosure to what is necessary.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, we keep two sets of professional records. These two sets of records are treated very differently with regard to privacy and confidentiality. One set of records is referred to as your “Clinical Record.” Your Clinical Record 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 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. In most situations, we are allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your Clinical Record, you have a right of review, which we will discuss with you upon request.

The second set of records your psychologist may keep is referred to as “Psychotherapy Notes”. These Notes are for the psychologist’s use only and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, 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. They may also include information from others provided to us confidentially. 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.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights. Please carefully review the HIPAA information attached. We are happy to discuss any of these rights with you.

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 Clinical Record 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 our policy to request parents that they consent to give up their access to their child’s records. During treatment, we will provide them only with general information about the

progress of the child's treatment, and his/her attendance at scheduled sessions. 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.

Please note that in the State of New Jersey, children who have reached 14 years of age must consent to treatment and to any release of records. If they do not sign the consent for treatment or any request for records, then services cannot be provided nor records released.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Payment schedules for other professional services are available upon request. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we 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 us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

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. Insurance policies vary greatly and we cannot guarantee that your policy will cover psychotherapy or psychological testing. We do not participate in managed care or submit insurance claims. Receipt of payment statements suitable for insurance submission are issued at the end of each month and list all the sessions for that month. However, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers. Of course, 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.

If financial limitations are going to limit your participation in therapy, you should discuss this with your therapist prior to starting therapy or as soon as such information is available. It is our belief that patients with significant financial limitations are often better served by using in-network providers rather than limiting their access to therapy.

If you choose to submit your receipts to your insurance company, you should be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. An insurance company or other third-party payor regulated under New Jersey law may request that the patient authorize the psychologist to disclose certain confidential information to the third-party payor in order to obtain benefits, *only if* the disclosure is pursuant to a valid authorization and the information is limited to: Administrative Information, Diagnostic Information, Patient's Status, Reason for Continuing Services, and Prognosis.

If the third-party payor has reasonable cause to believe that the psychological treatment in question may be neither usual, customary nor reasonable, the third-party payor may request, in writing, and compensate reasonably for, an independent review of such treatment by an independent review committee.

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.

NOTE: If your psychological care is part of a lawsuit or workman's compensation case, your records will only be released to your insurance company and to the referral source if applicable. If your attorney would like a copy of your record, he or she will have to obtain it from the insurance carrier or the referral source.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Patient

Date

Person Responsible for Payment

Date