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PSYCHOLOGIST-PATIENT SERVICES AGREEMENT

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 patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used to the purpose of treatment, payment and health care operations. 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 care operations. The Notice, which is attached to 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 at the end of the session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. 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 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 psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems 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 during our sessions as well as on your own between sessions.

Psychotherapy has been shown to have many benefits. It often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However there can be both 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you my impressions of what our work will include and a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money and energy, so you should be very careful about the therapist you ultimately select. If you have questions about our work together we should discuss them whenever they arise.

SESSIONS

I normally conduct an evaluation that will last from one to three 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, I will usually schedule one forty-five minute session (one appointment hour of forty-five minute duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment is scheduled this time has been reserved for you and you will be expected to pay for it unless you provide forty-eight hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

TELEPHONE CONTACT

Due to my work schedule, I am often not immediately available by telephone. I generally do not answer the telephone when I am with a patient. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently. I will make every effort to return your call within twenty-four hours of receiving your message, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. Please note that at times I might call you back from a blocked number. If you have an emergency that cannot reasonably wait until the end of the business day, please contact your family physician, the nearest emergency room and ask for the psychiatrist on call, or call 911. If I will be unavailable for an extended period of time I will provide you with the name of a colleague.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release 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 that you provide written, advance consent. Your signature on this Agreement provides consent for those activities as follows:

- I may occasionally find it helpful to consult other medical and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. Unless you wish that I do so, I will not tell you about these consultations unless I feel that it is important to our work together. I will make note of these consultations in your clinical record.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Agreement.

There are some situations where I am permitted or required to disclose information without your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychologist-patient 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 order would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's 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 actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child has been subject to abuse, the law requires that I report it to the Division of Youth and Family Services. Once such a report is filed, I may be required to provide additional information.
- 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 patient 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.

- If a patient communicates a threat, or I believe the patient 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 patient.
- If I believe the patient presents a threat of imminent serious physical harm to him/herself, I may be 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 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.

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 now or in the future. The laws governing confidentiality can be quite complex and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or when another individual (other than health care provider) is referenced and I 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations I am allowed to charge a copying fee of \$0.10 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information (PHI) that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice Form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS AND PARENTS

Patients under 18 years of age, who are not emancipated, and their parents should be aware that the law allows parents to examine their child's treatment records unless I decide that doing so would endanger the child or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my 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 I will provide them with only 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 I feel that the child is in danger or is a danger to someone else. In those cases, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he or she may have.

PROFESSIONAL FEES

My psychotherapy fee is \$180 for a forty-five minute session. If we decide to meet for more than forty-five minutes, I will bill you prorated on the regular forty-five minute session fee. Emergency phone calls of less than ten minutes

are free. However, if we spend more than ten minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week or I spend more than ten minutes reading and responding to emails from you in a given week, I will bill you on a prorated basis for that time. Usually I am unable to bill insurance companies for these services. Typically my fees go up \$10 every year. If a fee raise is approaching I will remind you of this in advance.

In addition to weekly sessions, I charge for other professional services you may need. These typically include report writing, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other services you may request of me. Payment schedules for other professional services will be agreed to when they are requested.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge a separate fee per hour for preparation and attendance at any legal proceeding.

BILLING AND PAYMENTS

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. You are responsible for coming to your sessions on time and at the time we have scheduled. If you are late, we will still need to end on time and will not be able to run over into the next person's session. If you miss a session without canceling, or cancel with less than forty-eight hours notice, you will be required to pay for that session at our next regularly scheduled appointment. I am unable to bill these sessions to the insurance company and you will therefore be responsible for the fee of the whole session.

If you are using insurance in which I participate you will be responsible for paying your co-pay at the beginning of every session. If you are using your out-of-network insurance benefits you will be responsible for clarifying your benefits, paying off your deductible at the beginning of each calendar year if it applies, and any co-payment at each session. I will do the best I can to help you understand your insurance benefits. When possible I will help you by billing your insurance company electronically, but it is your responsibility to keep track of insurance payments. If I agree to accept third party payments, you are still responsible for the amount owed and addressing any problems with the insurance company. If a check is mailed to you to cover your balance due, you are responsible for paying me that amount at the time of our next appointment.

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 payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his or her name, the nature of the services provided, and the amount due. If such legal action becomes 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 treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. If I am an in-network provider for your insurance company I will file claims for you. Otherwise I will provide you with a form to submit to your insurance company so that you may receive the benefits to which you are entitled. While I will provide you with whatever assistance I can in helping you receive these benefits you, not your insurance company, are responsible for full payment of my fees. 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 and if you have questions about your coverage you should contact your insurance plan administrator.

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 such as HMO's and PPO's 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 persons' usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of

sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed care plans will not allow me to provide services to you once your benefits end.

You should also be aware that your contact with your health insurance company requires that I provide it with information relevant to the services I provide to you. An insurance company or other third-party payor regulated under New Jersey law may request 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 (see below) and the information is limited to:

1. Administrative information (i.e. patient's name, age, gender, address, educational status, id number, date of onset of difficulty, date of initial consultation, dates and character of sessions (individual or group), and fees).
2. Diagnostic information (i.e. therapeutic characterizations as found in the APA's Diagnostic and Statistical Manual of Mental Disorders (DSM-IV), or other professionally recognized diagnostic manual).
3. The Patient's status (voluntary or involuntary; inpatient or outpatient).
4. The reason for continuing psychological services, limited to an assessment of the patient's current levels of functioning and distress (described in terms of mild, moderate, severe or extreme).
5. A prognosis, limited to the estimated minimal time during which treatment might continue.

A valid authorization under this statute shall:

1. Be in writing
2. Specify the nature of the information to be disclosed, the person authorized to disclose the information, to whom the information may be disclosed, the specific purposes for which the information may be used, both at the time of disclosure and at any time in the future.
3. Specify that the patient is aware of his or her right to confidential communications under psychologist-patient privilege.
4. Be signed by the patient, or the person authorizing disclosure (e.g. the patient's parent, guardian or legal representative).
5. Contain the date that the authorization was signed.

Any authorization executed pursuant to the 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.

If the third-party payor has reasonable cause to believe 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. If you have any question about the nature of your health benefits, you should contact the group that provides benefits to 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, I 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. I will provide you with a copy of any report that I submit, if you request it.

Once we 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 your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by your contract.