

Clinical Psychotherapy & Consultation, LLC

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THERAPIST-PATIENT SERVICES AGREEMENT

Welcome to ***Clinical Psychotherapy & Consultation, LLC***, a private practice offering psychological and consulting services. Dr. Janet Bloodgood, a New Jersey Licensed Psychologist (#5129), is the President/CEO and Clinical Director of ***Clinical Psychotherapy & Consultation, LLC***. This document contains important information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that ***Clinical Psychotherapy & Consultation, LLC*** 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 explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with this information.

Although this Agreement and the separate Notice are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless action has been taken in reliance on it; 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

Therapy is a process, which requires an active involvement by both the therapist and the patient. We will contribute our knowledge and skill in the mental health field, while you will bring specialized personal knowledge. In general, therapists apply an understanding about behavior and experience to solving human problems. Our approach is Cognitive-Behavioral and, as such, aims to examine and shift any maladaptive thinking or behavioral patterns that may be contributing to your current emotional distress. There are many different methods that may be used to deal with the issues that you hope to address. For example, we may teach relaxation techniques if symptoms such as anxiety warrant this approach.

Our first few sessions will involve an evaluation of your needs. We provide solution-focused treatment, so that a goal or several goals are established. This usually takes the first few sessions, after which we will be able to offer you some initial impressions of what our work will include. All treatment is planned with the goal(s) in mind and progress is made toward accomplishment in a timely manner. You will be encouraged to take an active role in setting and achieving your treatment goals. In order to be most successful, you will have to work on things we talk about

both during our sessions and at home. Your commitment to this treatment approach is necessary to assist you in experiencing a successful outcome. If you ever have any questions about the nature of the treatment or anything else about your care, please do not hesitate to ask.

Your feelings about whether you are comfortable working with your therapist is an important part of the process. We can both decide whether the services we offer will meet your treatment objectives. Please feel free to discuss any concerns you have with me. If requested or if we deem appropriate, we will help you secure an appropriate consultation with another provider.

BENEFITS AND RISKS

Therapy has both benefits and risks. While most individuals who attend therapy benefit from the process, there are no guarantees. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. Success may vary depending on the particular problems being addressed. Since therapy often requires discussing unpleasant aspects of your life, risks sometimes include experiencing uncomfortable feelings such as unhappiness, anger, guilt, or frustration for example. These are a natural part of the therapy process and often provide the basis of change.

APPOINTMENTS AND CANCELLATIONS

The therapists spend professional time preparing for each session to help provide the patient with the best service possible. When the patient is unable to attend a scheduled session, the patient must call to reschedule or cancel the appointment **24-hours in advance of the scheduled appointment time**. You may leave a message on the confidential voicemail if you do not reach us directly. Please be advised that insurance providers do not reimburse for missed appointments and we cannot submit a claim on your behalf for this. We recognize that this is a delicate topic and that there may occasionally be unforeseen circumstances that inhibit your ability to provide 24 hours' notice. To help address this matter each patient will be permitted **one** "late cancel/no show" sessions per calendar year without charge. For each late cancel (i.e., not cancelled prior to 24-hours before the scheduled meeting time) or missed appointment thereafter you will be charged a missed appointment fee of \$85.00.

CONTACT INFORMATION

Contact information for this office is listed on the first page of this document. For most issues please call (908) 454-4070. Please note that we will do our best to return phone messages in a timely manner. We typically do not answer the phone during a session. If you contact me by email or text, please be aware that it may not be confidential and that we are not guaranteed to receive your communication in a timely fashion.

Office hours vary weekly and will be discussed when planning appointments. We generally do not work on major holidays. When not in the office, we will check messages on a regular basis. Please note that although we will do our best to return your call within a few hours, we are not always available immediately. We will make every effort to return your call within 24 hours. If you are difficult to reach, please leave times when you will be available. In a crisis situation, if you cannot reach your therapist, please contact your primary care physician, the local emergency room, or call 911 for assistance. When we are away for an extended period of time, we may provide the name of a colleague in the office for you to contact, if necessary.

PROFESSIONAL FEES

The fee for professional services varies per therapist. Dr. Bloodgood's fees are \$225.00 for a diagnostic evaluation and \$150.00 per session. Dr. Singher's fees are \$150.00 for a diagnostic evaluation and \$125.00 per session. Dr. Galiano's fees are \$175.00 for a diagnostic evaluation and \$125.00 per session. Patrick Revello's fees are \$175.00 for diagnostic evaluation and \$125.00 per session. Annette Smith's fees are \$150.00 for a diagnostic evaluation and \$125.00 per session. Dr. Miller's fees are \$225.00 for a diagnostic evaluation and \$150.00 per session. Rebecca Billera's fees are \$100.00 for a diagnostic evaluation and \$50.00 per session, under the supervision of Dr. Gina Galiano. We reserve the right to renegotiate a fee increase after one year. If you are accessing your managed care benefits, we may have contracted with your insurance company to accept their rates and you may be responsible for a co-payment or additional fees not covered by the insurance plan. Sliding scale payments are at the discretion of each therapist. An \$85.00 mandatory missed appointment fee will be applied for those who cancel without at least 24 hour notice.

Clinical Psychotherapy & Consultation, LLC's policy is to charge a prorated basis for other professional services that you may require such as report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals, preparation of records or treatment summaries, and time required to perform any other service which you may request. If you become involved in legal proceedings that require our participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, the charge is \$225.00 per hour for preparation and attendance at any legal proceeding.

PAYMENTS

Payments and co-payments are due at the time services are rendered, unless we agree otherwise. You may pay by cash, credit card, or money order. On rare occasions, we will accept a check made payable to *Clinical Psychotherapy & Consultation, LLC*. A charge on all returned checks will be billed to you in the amount of \$45.00. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, a fee adjustment or payment installment plan may be negotiated.

If you are accessing your out-of-network benefits, we may be willing to bill from this office. You would then be required to pay for your service in-full, up to your deductible and the co-insurance thereafter. Alternatively, you will be provided with a statement of services rendered along with the fees for you to submit, customarily on a monthly basis.

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. This will require me to disclose otherwise confidential information. If such legal action is necessary, its costs will be included in the claim. One such cost for use of a collection agency will be an additional fee of fifty dollars (\$50) or 35% of the balance owed, whichever amount is greater.

INSURANCE REIMBURSEMENT

For us to set realistic treatment goals and priorities, it is importance 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. We will fill out forms and 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 responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers. If your plan limits the number of sessions that you may utilize, it is your responsibility to keep an account of this across all of your mental health providers.

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. If it is necessary to clear confusion, we are willing to call the company on your behalf. Due to the rising cost 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” plans 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 person’s 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.

Once we have all 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 are ready to end sessions. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above [unless prohibited by contract]. Some managed care plans will not allow us to provide services to you once your benefits end. If this is the case, we will do our best to find another provider who will help you continue your psychotherapy.

You should always be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provided 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. We will provide you with a copy of any report we submit, if you request it.

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 (see below) and the information is limited to:

- Administrative information: (i.e., patient’s name, age, sex, address, educational status, identifying number, date of onset of difficulty, date of initial consultation, dates and character of sessions (individual or group), and fees);
- diagnostic information: (i.e., therapeutic characterizations as found in the APA’s Diagnostic and Statistical Manual of Mental Disorders (DSM-V), or other professionally recognized diagnostic manual);
- the patient’s status (voluntary or involuntary; inpatient or outpatient);

- the reason for continuing psychological services, limited to an assessment of the patient’s current levels of functioning and distress (both described by terms of mild, moderate, severe or extreme; and
- 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/her right to confidential communication 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); and
5. contain the date that the authorization was signed.

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 plans 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 the benefits for you.

LIMITS ON CONFIDENTIALITY

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

1. 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 a patient. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important that we work together. We will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
2. You should be aware that we do employ an administrative staff. In most cases, we need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. All staff members have

been given training about protecting your privacy and have agreed to not release any information outside of the practice without the permission of a clinical staff member.

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 to them.
- If a patient files a complaint or lawsuit against me, we 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 we are providing, we may, upon appropriate request, disclose protected information to others authorized to receive it by the worker's compensation law.

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

- If we have reasonable cause to believe a child has been the subject of abuse, the law requires that we must report it to the Division 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 as a threat of imminent serious physical violence against a readily identified 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 a patient presents a threat of imminent serious physical harm to him/herself, we 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 a situation arises, we will make every effort to fully discuss it with you before taking action and we will limit disclosure to what is necessary.

While this written summary of expectations 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 we

are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or when another individual (other than another healthcare 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 my presence or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we provide a summary of the treatment and outcome. We charge a copying fee of \$1.00 per page. Note that records are only released if the account has a zero balance or in the case of an emergency.

PATIENT RIGHTS

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

MINORS & PARENTS

Patients under 18 years of age are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records 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 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, we will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. We will also provide parents with a summary of the child's treatment when it is complete. Any other communication will require the child's authorization. If the child is 14 years of age or older, 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 information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE PATIENT-THERAPIST AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE OR DECLINED A PAPER COPY.

Printed Patient Name

Signature

Date

IF PATIENT IS A MINOR (UNDER THE AGE OF 14) BOTH PARENTS MUST SIGN

Printed Name (Parent/Guardian) Other if Applicable (Please Indicate Relationship)

Signature

Date

Printed Name (Parent/Guardian) Other if Applicable (Please Indicate Relationship)

Signature

Date

Printed Therapist Name

Signature

Date

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Patient Initials____ Parent/Guardian Initials____/____

Therapist Initials_____