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#### **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

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 new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. This Notice, which is attached, 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 this 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 that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort and commitment 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, I 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 me. 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 my

procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

### **SESSIONS AND SCHEDULING**

I normally conduct an initial evaluation that will last from 2 to 4 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 reserve for you one or more 45-minute sessions per week at a time we agree on. Your appointment(s) will be scheduled at the same time each week. Because I am reserving this time for you and in most cases cannot fill the time with another appointment should you not be able to attend, I will ask you to pay for all sessions, unless you provide 48 hours notice. If you need to miss a session I will offer you a make up appointment, at no charge, within one month of the missed appointment. Most insurance companies do not provide reimbursement for cancelled or missed sessions.

### **PROFESSIONAL FEES**

My fee is \$275 per 45 minute psychotherapy session, and \$350 for 60 minutes. In some circumstances of clear financial hardship, I may be willing to negotiate a fee reduction. I will be happy to discuss your financial situation with you if you wish, to see whether such a reduction is indicated. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will prorate the cost if I work for periods of less than 45 minutes. Such other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 6 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail. I 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 difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if you wish.

### **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 only 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 health 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. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

I 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).

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am 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 the professional services that I provided you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your 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 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 I am providing treatment for conditions directly related to worker's compensation claim, I may have to submit such records, upon appropriate request, to Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

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 receive information in my professional capacity from a child or the parents or guardian or other custodian of a child that gives me reasonable cause to suspect that a child is an abused or neglected child, the law requires that I report to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim, 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 such a situation arises, I will make every effort to fully discuss 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 about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or

where information has been supplied to me confidentially by others, 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. If I refuse your request for access to your records, you have a right of review, 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 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 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 & 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 treatment records. Even where parental consent is given, children over age 12 may have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. For children age 12 and over, I request an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. 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 which case, 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/she may have.

### **BILLING AND PAYMENTS**

You will be asked to pay for each session at the time it occurs. I will, at your request, provide you with a written statement showing the dates of the sessions, amounts owed and paid, and diagnosis and procedure codes. Payment schedules for other professional services will be agreed to when they are requested.

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 the 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/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.

### **EMAIL POLICY**

You are welcome to communicate with me by email.

Please be aware, however, that while email can be a valuable resource, there are problems with email communication:

Email is not secure. It is possible for outside parties to intercept email messages and read them. I (or you for that matter) has no control over this.

Email is not private. Other people besides you may have access to email that you might consider private or personal.

Email is not an efficient means of communication. It is time-consuming! It can easily take 20-30 minutes to communicate via email what could have been communicated in five minutes or less in person.

Email communication can be easily misunderstood: email communication misses out on the estimated 85% of communication that is nonverbal in nature (voice intonation, body language, etc.).

Misunderstandings are commonplace, and can put strain on a good relationship.

Email is unreliable: because of spam filters, many emails that are sent are never received.

Because of this, please be aware of my policies regarding the use of email:

I assume no responsibility for breeches in security or privacy that may result in the exchange of information via email. If you choose to communicate with me via email, be mindful that you do so at your own risk, and that in so doing you agree to assume full responsibility for any awkwardness or consequences that may ensue as a result of breached privacy issues.

I discourage the use of email for anything more than simply the dissemination of information (e.g., sending contact information for your physician, or your child's teacher; clarifying the time of an appointment). Discussion of clinical issues is strongly discouraged.

I will refrain from the discussion of clinical information or giving counsel or clinical input by email. Do not be offended by this.

Emails that take more than 10 minutes to reply to will be billed as a professional service.

Be assured that I do read all emails if they are received. Do not be offended if I do not respond to an email.

Do not assume when you send an email to me that I have received it. If you do not get an acknowledgement response, the likelihood is that I did not receive it.

Canceling a scheduled appointment by email is neither reliable nor sufficient. Always call in cancellation notices. If you send a cancellation notice by email and I do not receive that email you will be responsible for the cost of that session as an unkept appointment.

## **INSURANCE REIMBURSEMENT**

I practice on a self pay basis and do not participate in third party reimbursements. If you desire, I will fill out forms and provide you with whatever assistance I can in helping you to receive the insurance benefits to which you are entitled. In this process I will ask for your active help, for example by asking for your collaboration in filling out the forms. In the end, however, you and not your insurance company are responsible for full payment of my fees. For Medicare patients, I will help you to submit the necessary forms to these agencies in order to obtain payment for my services. If you have a secondary insurance that you wish to use to pay all or part of the balance of your fee, you, and not your insurance company are responsible for full payment of the balance of my fee. This means that if claims are rejected by your secondary insurance provider for any reason, you are responsible for making prompt payment of any balance due to date and arranging future payment of the fee balance.

If you submit an insurance claim for our work, your health insurance company most likely will require that I provide information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. 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 I submit. By signing this Agreement, you agree that I can provide requested information to your carrier.

**Legal Involvement**

I agree that in the event I am involved in litigation involving marital issues, including but not limited to custody of, or visitation with, a child, neither I nor my attorney will require the psychotherapist to testify at any of the legal proceedings, because to do so would compromise my psychotherapy, because the psychotherapist's role is a therapeutic and not evaluative one, and because other forensic professionals would be better able and more appropriate to conduct any necessary evaluation and testify. Because of these limitations, the psychotherapist also will not be able to give any opinion regarding parental fitness, custody, visitation or any other legal issue. If such a legal proceeding does occur, I agree that the psychotherapist's role will be limited to providing to a mental health professional appointed to perform such an evaluation, and/or to the attorneys, law guardian, if any, and the judge involved in the legal proceeding, written information regarding, and/or the record of, my treatment; the psychotherapist will provide these either as required by law or upon my authorization and will be entitled to compensation for the time and costs involved in doing so.

**AGREEMENT**

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

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Print Name

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Signature Date