

JOHN C. CAPOZUCA, PH.D.

LICENSED PSYCHOLOGIST

49 WEST 24TH STREET - SUITE 606 - NEW YORK, NY 10010 - NYS LIC. 010701 - TEL. 212 243 - 4310

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT (NEW YORK)

This document (the Agreement) 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 (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 this session. Although these documents are long and complex, it is important that you read them carefully. We can discuss any questions you may have about the procedures at any 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 psychologist, the patient, and the particular issues to be addressed. There are many different methods I may use to deal with the problems that you may be experiencing. Psychotherapy is not like a visit to your medical doctor. 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, I will be able to offer you some first impressions of what our work will include, 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, on request, provide you with a referral to another mental health professional for a second opinion.

MEETINGS

I normally conduct an evaluation that will last from two to four 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 45- minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide forty eight hours (two days) advance notice of cancellation. If you find that you must cancel an appointment, and forty eight hours advance notice has been given, you may, on request, be offered a make-up session prior to your next usual appointment, as my schedule permits.**

PROFESSIONAL FEES

My hourly fee is currently \$300.00. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will prorate the hourly cost if I work for periods of less than one hour. Other services include the writing of reports, letters and affidavits, telephone conferences and other calls made on your behalf, consultations with other professionals with your permission, preparation of treatment records or 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, as well as the cost of any legal representation I may incur, even if I am called to testify by another party. Due to the complexity of legal involvement, my current fee is \$500.00 per hour for preparation and attendance at any legal proceeding.

CONTACTING ME

Due to the nature of my work, I am often not immediately available by telephone. While I am usually in my office daily, I will not answer the telephone when I am with a patient. When I am unavailable, my telephone is answered by a voice mail system that I monitor frequently. I will make every effort to return your call promptly. 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 cannot wait for me to return your call, go to the nearest hospital emergency room and ask for the psychiatrist on call. In the unlikely event that I will be unavailable for an extended period, you will be provided with contact information for a colleague or associate, if necessary.

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 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 do not 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).
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In some cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as billing. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting 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.
- If a patient threatens to harm herself/himself, I may be obligated to seek hospitalization for her/him, or to contact family members or others who can provide protection.

There are other 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, however, unusual:

- If I receive information in my professional capacity from a child or the parents or guardians 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 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 may refuse your request for access to your records. You have a right to a review of my decision, however, 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 disclosure 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 will discuss any of these rights with you upon your request.

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 her/his parents allowing me to share general information about the progress of the child's treatment and her/his attendance at scheduled sessions. Any other communications 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 she/he may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held. Payment schedules for other services will be arranged as needed. 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 employing the services of a collection agency or utilizing small claims court which will require that I disclose otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is her/his name, the nature of the services provided, and the amount due, including any costs incurred in the process.

INSURANCE REIMBURSEMENT

In order to set realistic treatment goals and priorities, it is essential to evaluate resources available to pay for your treatment. If you have health insurance, it will usually provide some mental health coverage. I will provide invoices and assistance in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of all fees. It is important, therefore, that you determine exactly what mental health services your insurance policy covers. In this regard, carefully read the section in your insurance policy describing mental health services, and call your plan administrator if you have any questions. Of course, I will provide you with information based upon my experience and will assist you in understanding information you receive from your insurer, if necessary.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement. These plans are often limited to short-term treatment approaches to work out specific problems that interfere

with a person's usual level of functioning. It may therefore, be necessary to obtain approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, patients often feel that they require additional services after insurance benefits have been exhausted.

You should be aware that your contract with your health insurance company requires that I provide information relevant to the services I provide you. I am required to provide a clinical diagnosis. Sometimes additional information is required. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purposes 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 database. I will apprise you of any request and/or submission I make, if you request it. By signing this Agreement, you agree that I can provide information to your carrier.

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 to develop a plan 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 services privately, and to forego reimbursement, as do many of my patients, in order to avoid the problems described above.

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.

NAME (PRINT)

SIGNATURE

DATE