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PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to my practice. 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 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 make available to you a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice is available in my waiting room for you to review if you wish as well as on my website **nhgv@juno.com**.

Although these documents are long and sometimes complex, it is very important that you read them carefully. 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 ASSESSMENT SERVICES
Psychological assessment involves using various psychological tests in order to examine a person's psychological functioning in various areas. Depending upon the particular referral question in your case, I may examine your cognitive functioning (e.g., your learning strengths and weaknesses, your intelligence, and/or your memory), personality profiling and I may also look to see if you meet diagnostic criteria for a mental disorder such as depression or anxiety, among other things.

Psychological assessment can have benefits and risks. For example, it can identify problem areas and strengths, clarify diagnostic issues, help determine the most efficient treatment courses, and help provide new directions when you feel "stuck" in psychotherapy. However, since it may involve discussing unpleasant aspects of your life, people sometimes experience uncomfortable feelings. Overall, however, most people report that they enjoy learning more about themselves through the assessment process.

The testing process will generally take about 4-6 hours face-to-face, although that can vary. I will generally discuss your concerns with you, often ask you to complete some paperwork on your own, and we will also complete a number of tests together in order to answer the referral question in your particular case.

PATIENT RIGHTS
You have the following rights:

- To be informed of the various steps and activities involved in treatment, and of the cost of services before they are provided.
- To confidentiality under federal and state laws relating to psychological services.
- To humane care, freedom from sexual advances, and freedom from discrimination and exploitation.
- To make a decision about accepting or refusing treatment.
- To contact and consult with legal counsel at the patient's expense.

- In addition, HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights (and applicable limitations) are explained more fully in the Notice form available to you in my waiting room.

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

- If a court orders me to release the 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, I must, upon appropriate request, provide records relating to treatment or hospitalization for which compensation is being sought.
- If I have cause to believe that a child under 18 has been or may be abused or neglected (including physical injury, substantial threat of harm, mental or emotional injury, or any kind of sexual contact or conduct), or that a child is a victim of a sexual offense, or that an elderly or disabled person is in a state of abuse, neglect or exploitation, the law requires that I make a report to the appropriate governmental agency. Once such report is filed, I may be required to provide additional information.
- If I determine that there is a probability that the patient will inflict imminent physical injury on another or upon him/herself, I am required to take protective action by disclosing information to medical or law enforcement personnel or by securing hospitalization of 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.

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. However, if the treatment is for suicide prevention, chemical addiction or dependency, or sexual, physical or emotional abuse, the law provides that parents may not access their child's records.

PROFESSIONAL FEES

My fee schedule is as follows:

Initial Psychological Evaluation	$185.00 per one hour session
Individual/Family Psychotherapy	$185.00 per 54-60 minute session
Parent Consultation	$135.00 per 45-50 minute session
Psychological Assessment	$185.00 per hour (including time spent administering, scoring and interpreting tests, and writing reports; total fee varies depending on hours of service and tests administered)
Feedback Session	$135.00 for a 45-50 minute session
Forensic Services, including psychological assessment and any professional services related to a forensic matter	$275/hour

I charge $135.00 per hour for other professional services you may need ($275 for those related to forensic matters), although I will break down the hourly cost if I work for periods of less than one hour. Other services include 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.

LITIGATION LIMITATION

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to <u>divorce and custody disputes</u>, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. Any special arrangement regarding payment must be agreed upon by the patient and Dr. Spezzano. A $30.00 fee will be charged for returned checks.

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. I will inform you in writing if I intend to exercise this option, to provide you with a final opportunity to make payment arrangements. 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.

CANCELLATION

Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours (2 days) advance notice of cancellation. ***It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Thus, you, not your insurance company will be charged the full fee for the session.***

INSURANCE REIMBURSEMENT

If I am an in-network provider for your insurance company, we will make arrangements for me to file your insurance for you. At each visit, you will be responsible for your copayment and any deductible based on the reimbursement rates quoted by the insurance company. If the insurance company allows less than expected, the difference will be added to your monthly statement. If the insurance company allows more than expected, the overpayment will be applied to future copayments or refunded to you, depending upon your preference.

You should also be aware that your contract with your health insurance company requires that I provide it with a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, developmental history, medical history, family history, chemical use history, or even copies of your entire Clinical Record. In such situations, I will let you know that the information has been requested, and 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, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

If I am *not* an in-network provider for your insurance company, I will provide you with a statement regarding services rendered, fill out forms, and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you will be responsible for paying my fee at each session and obtaining reimbursement from your insurance company. It is important to remember that in either case, you (not your insurance company) are ultimately responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers, as well as verify with the

insurance company the amount of benefits available, annual deductibles, and copayment fees. Of course, I will provide you with whatever information I can based on my experience.

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. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call by the end of the next worked business day for routine calls, 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, the nearest emergency room (ask for the psychiatrist on call), or LifeLine (585) 275-5151 or (585) 275-2700 for TTY services. Also, if you live outside of Monroe County (800) 310-1160. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in a Clinical Record. It includes information about your reasons for seeking testing and or therapy, a description of the ways in which your problem impacts on your life, interview notes, a test report, your treatment history, any past treatment records that I 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, you may examine and/or receive a copy of your Clinical Record if you request it in writing. You should be aware that pursuant to New York law, psychological test data are not part of a patient's record. 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 licensed mental health professional with training in test interpretation so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of $0.25 per page (and for certain other expenses). The exceptions to this policy are contained in the Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon your request.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS, AND THAT YOU HAVE BEEN INFORMED OF AND UNDERSTAND THE LIMITS ON PATIENT CONFIDENTIALITY; IT ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN ADVISED OF HOW TO REVIEW THE HIPAA NOTICE FORM IF YOU WISH.

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Client's Signature (or Parent/Guardian Signature) Date

Authorizations to Release Information:

Insurance:

I hereby give authorization to release any information necessary including, but not limited to, diagnosis, treatment plan, treatment summary, developmental history, medical history, chemical use history, and family history, to my insurance company and/or to the insurance company's managed care plan to satisfy mental health and/or medical insurance claims and treatment reviews.

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Client's Signature (or Parent/Guardian Signature) Date