

Brave Minds Psychological Services, LLC
567 Park Ave, Suite 204
Scotch Plains, NJ 07076
(908) 242-3634

THERAPIST-PATIENT SERVICES AGREEMENT

Welcome to Brave Minds Psychological Services (BMPS). 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 privacy protections and 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 BMPS 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 BMPS 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 BMPS has taken action in reliance on it; if there are obligations imposed on BMPS 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 a process where you and your therapist work together to address the goals jointly established for the therapy. It varies depending on the personalities of the therapist and patient, and the particular problems your family is experiencing. Your therapist will contribute knowledge and expertise in mental health while you will bring specialized personal knowledge about your child and/or family. There are many different methods they may use to assist you in reaching your goals. During your initial consultation(s), you and your therapist will work together to establish the needs, concerns, and goals for your child and/or family. If psychotherapy sessions appear to be appropriate, your first few sessions will involve evaluating the needs of your child and/or family and establishing a treatment plan outlining the issues you will work on and the desired goals/outcomes. You should evaluate this information along with your own opinions of whether you feel comfortable working with the therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. In order for therapy to be most successful, it will be essential for your child and/or family to work on various skills both during the sessions and at home between sessions. If you have any problems or concerns about the course of treatment, please discuss them with your therapist immediately. If requested or if deemed appropriate, your therapist will help you secure an appropriate consultation with another provider.

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.

APPOINTMENTS

A scheduled appointment means that a 45-minute time (one appointment hour of 45 minutes duration, with 15 minutes for administrative tasks) is reserved only for you. Typically appointments are scheduled weekly but this can vary. The initial consultation appointment can vary from 1 to 2 appointment hours (45 to 90 minutes). If an appointment is missed or canceled with less than 24 hours notice, you will be billed the fee for the appointment. An exception to this policy may be made if an emergency arises. If you are utilizing insurance, be aware that they will not reimburse for missed appointments.

PROFESSIONAL FEES

The fee for professional services is \$_____ for the first initial consultation appointment and \$_____ per session thereafter, for which BMPS reserves the right to renegotiate a fee increase after one year.

It is BMPS's policy to charge on 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 the time required to perform any other service which you may request of us. Payment for other professional services will be agreed to when they are requested.

If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if your therapist is called to testify by another party. Because of the difficulty of legal involvement, we charge \$275 per hour for preparation and attendance at any legal proceeding.

Payments are expected at the time services are rendered, unless we agree otherwise. You may pay by cash or check. Please make checks payable to: Brave Minds Psychological Services, LLC. A charge on all returned checks will be billed to you in the amount consistent with current bank charges. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.

Currently, BMPS is not a part of any health insurance network. If you have a health insurance policy, it will usually provide some coverage for mental health treatment, and it might do so by considering us an "out of network" provider. We will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled, if you choose to submit claims after you have paid BMPS in full for the service(s) provided.

If you wish to file claims with an insurance provider, you should be aware that your contract with your health insurance company requires that we provide information relevant to those services. For example, we would be required to provide a clinical diagnosis in order for you to file claims and we might be required to provide additional clinical information such as treatment plans or summaries. In such situations, we 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, we have no control over what they do with this information once it is in their hands. By signing this Agreement, you agree that we can provide requested information to your insurance company. You always have the right to pay for services yourself, and can avoid the problems described above by not filing for reimbursement.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, BMPS has 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.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a therapist. In most situations, BMPS 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:**

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the therapist makes every effort to avoid revealing the identity of any patient. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together.
- You should be aware that I practice with other mental health professionals and that BMPS may use an administrative staff. In most cases, BMPS may 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 not to release any information outside of the practice without your permission.
- BMPS also has contracts with an Electronic Health Record organization. As required by HIPAA, BMPS has a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, BMPS can provide you with the names of these organizations and/or a blank copy of this contract.

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

- If a patient is involved in a court proceeding and a request is made for information concerning the diagnosis and treatment, such information is protected by the therapist-patient privilege law. We cannot provide any information without the patient's (or 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 BMPS to disclose information.
- If a government agency is requesting the information for health oversight activities, BMPS may be required to provide it for them.
- If a patient files a complaint or lawsuit against their therapist and/or BMPS, BMPS may disclose relevant information regarding that patient in order to defend the practice.
- If a patient files a worker's compensation claim related to the services your therapist is providing, they may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.

There are some situations in which we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a patient's treatment:

- If we 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, the law requires that we must report it to the Division of Child Protection and Permanency. Once such a report is filed, your therapist 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 a threat of imminent serious physical violence against a readily identifiable individual, the law requires that we take protective actions. These actions may include notifying the potential victim (or victim's parents if under 18), contacting the police, or seeking hospitalization for the patient.
- If we believe the 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, your therapist will make every effort to fully discuss it with you before taking any action and we will limit the 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. In situations where specific advice is required, formal legal counsel may be needed.

PROFESSIONAL RECORDS

The laws and standards of the profession require that BMPS 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 health care provider) is referenced and BMPS believes 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 with your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, BMPS is allowed to charge a copying fee of \$1.00 per page. If we refuse your request for access to your records, you have a right of review, which we 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 BMPS 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 the policies and procedures recorded in your records; and the right to a paper copy of this 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 who are not emancipated and their parents should be aware that the

law may allow parents to examine their child's treatment records unless the therapist decides that such access is likely to injure the child, or you and your therapist agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes our 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, the therapist will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. The therapist 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 the therapist feels that the child is in danger or is a danger to someone else, in which case, the therapist will notify the parents of their concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do their best to handle any objections the child may have.

CONTACTING YOUR THERAPIST

Due to their schedule, your therapist often not immediately available by telephone, as when they are in the office they are often with patients. When they are unavailable, their telephone is answered by voice mail. They will make every effort to return your call within 24 hours, with the exception of weekends and holidays. If you are difficult to reach, please inform them of some times when you will be available.

If your therapist will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary.

They will also provide you with their email address. However, email use is *solely for administrative purposes*. Please keep in mind that email inherently has security risks and we cannot guarantee that emailed material can be kept confidential or will be received. Any issues that you need to email about will be discussed during your next appointment and not via email. You may avoid any concerns regarding lack of confidentiality with email by not communicating with BMPS or your therapist via email. **Email should never be used in the case of an emergency.**

In case of emergency (e.g. your child and/ or a member of your family needs immediate help to maintain his/her safety) you may call the Children's Mobile Crisis program at 1-877- 652-7624 or an Adult Crisis Center (Union County: 908-668-2599 or 908-351-6684; Middlesex County: 732-235-5700 or 732-442-3794; Somerset County (908) 526-4100), which can respond 24 hours per day. Or, contact the nearest emergency room and ask for the mental health professional or psychiatrist on call. You can also call 911 or go to a local hospital emergency room. Please ask the professionals who see you to attempt to contact your therapist so that they may provide a consultation for the purposes of your treatment.

YOUR SIGNATURE BELOW

- 1) INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.
- 2) AUTHORIZES EVALUATION AND TREATMENT SERVICES.
- 3) SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE BEEN OFFERED A COPY OF MY SUMMARY OF PATIENT PRIVACY NOTICES FORM.

Printed Patient Name

Date of Birth

Signature

Date

Printed Name of Legal Guardian or Person financially responsible (Please indicate relationship to patient)

Signature

Date

Therapist's Name

Therapist's Signature