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PSYCHOTHERAPIST-PATIENT SERVICE AGREEMENT

Please review this service agreement carefully, as it contains important information the professional services I provide, my practice guidelines, as well as summary information about the **Health Insurance Portability and Accountability Act (HIPAA)**, a federal law that provides new privacy protections and new patient rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. We can discuss any questions you have about the contents of this document after you have read it. Your signature indicates that you have read these documents, and will represent an agreement between us, which may be revoked in writing at any time.

PSYCHOLOGICAL SERVICES

Psychotherapy varies depending on the personalities of the psychologist and patient, and the problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part, and in order it 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.

TRAINING

I am a psychologist licensed to practice in NJ. I graduated from the Graduated School of Applied and Professional Psychology, Rutgers University, in 1994. I am currently Visiting Faculty at this Graduate School, and a member of the Internship committee at Princeton House Behavioral Health. I am an Advanced Certified Schema Therapist and Supervisor and have been trained in the use of Hypnosis.

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PRACTICE GUIDELINES

➤ MEETINGS:

- Appointments are scheduled as needed, as mutually determined. I am currently in the office Monday through Thursday.
- I may allow a one-time allowance for a missed or cancelled appointment, depending on the circumstances, but thereafter, you will be charged my full fee for missed appointments or cancellations with less than 48 hours advance notice.
- Please be aware that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, I will try to find another time to reschedule the appointment.

➤ PROFESSIONAL FEES:

- My hourly fee is **\$225** for therapy (45 minutes) and **\$250** for evaluations.
- In addition to weekly appointments, **I will charge this amount for other professional services you may need**, though I will break down the hourly cost if I work for periods of less than one hour. This includes:
 - Telephone conversations lasting longer than 10 minutes
 - Consulting with other professionals with your permission
 - Preparation of records or treatment summaries, report writing, and the time spent performing any other service you may request of me.
 - **All professional time involved in legal proceedings that require my participation, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and \$300 per hour for attendance at any legal proceeding. I also charge \$175 per hour door to door, for school observations.**

➤ OUT OF SESSION CONTACT:

- I do not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently.
- I will make every effort to return your call on the same day you make it, except for weekends and holidays. *As noted above, telephone conversations lasting longer than 10 minutes will be charged based on the hourly rate.*
- If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, go to the nearest hospital emergency room, or phone the County crisis unit at 609-396-HELP.
- If I will be unavailable for an extended time, I will make every effort to provide you with the name of a colleague to contact, if necessary.
- **Please note that e-mail correspondence is for administrative matters only as e-mail is not monitored or returned routinely. No clinical information will be transmitted via e-mail due to the limitations on the privacy of information transmitted.**

➤ 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:** Consultation with other health and mental health professionals about a case. **Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.**

- **There are some situations where I am required to disclose information, sometimes without either your consent or Authorization:**
 - Court ordered requests for information concerning your diagnosis and treatment. The psychologist-patient privilege law protects such 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 to defend myself.
 - If a patient files a worker's compensation claim related to the services I am providing, I may, upon appropriate request, disclose protected information to others authorized to receive it by the workers' compensation law.
- **There are some situations in which I am legally, morally, and ethically obligated to take actions, and are not subject to the same limits on confidentiality.**
 - **Protecting others from harm (child abuse, elder abuse, threat of imminent serious physical violence against a readily identifiable individual, or the threat of imminent serious physical harm to the client, him/herself.**

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.

➤ **PROFESSIONAL RECORDS:**

- Pursuant to HIPAA and the laws and standards of my profession, I keep a **Clinical Record** for everyone, including information about your reasons for seeking therapy, how your problem impacts on your life, a diagnosis, treatment goals, progress towards those goals, a complete medical, social, treatment history, 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, to your insurance carrier.
- You may examine and/or receive a copy of your Clinical Record, if you request it in writing, *except in unusual circumstances* (e.g., danger to yourself and others or when another individual (other than another health care provider) is referenced and disclosing that information puts the other person at risk of substantial harm). As these are professional records that can be misinterpreted and/or upsetting to untrained readers, I request that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are contained in the attached 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 request.
- I may also keep a set of **Psychotherapy Notes** for those situations described in the previous section that involve harm to the patient or to another person. These Notes are for my own use and are designed to assist me in providing you with the best treatment. Psychotherapy notes can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They may also contain particularly sensitive information that you reveal to me that is not required to be included in your Clinical Record, as well as information from others provided to me confidentially. Psychotherapy Notes are kept separate from your Clinical Record and are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

➤ **PATIENT RIGHTS:**

- **HIPAA** provides you with several new or expanded rights regarding your Clinical Records and disclosures of protected health information, including:
 - Requesting amendments your record, restrictions on what information from your Clinical Records is disclosed to others; an accounting of most disclosures of protected health information that you have neither consented to nor authorized.
 - Information about the location to which protected information disclosures are sent.
 - Having any complaints, you make about my policies and procedures recorded in your records.
 - **The right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.**

➤ **BILLING AND PAYMENTS**

- Payment for each session at the time it is held (full fee or copayment). 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.**

➤ **INSURANCE REIMBURSEMENT**

- **You (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.**
- “Managed Health Care” plans such as HMOs and PPOs 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 before beginning or 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 and may choose to purchase additional sessions.** We can discuss this further as we meet.
- 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 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 IV), 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:
 - Be in writing.
 - 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.
 - Specify that the patient is aware of his or her right to confidential communications under psychologist-patient privilege.
 - Be signed by the patient, or the person authorizing disclosure (e.g., the patient's parent, guardian or legal representative); and
 - 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 plan will have considerably more access to information in your Clinical Record. They will not have access to your Psychotherapy Notes. If you have any question about the nature of your health benefits, you should contact the group that provides the benefits for 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. I will provide you with a copy of any report I submit if you request it.
- 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 feel ready to end your sessions.
- *It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.*

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

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 of Client

Date

Signature of Client