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### **THERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to the clinical practice of Dr. Alicia R. Camlibel, a Licensed Professional Counselor. 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 (HIPPA), 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.

HIPPA 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 explains HIPPA 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.

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 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**

Therapy is a process, which requires an active involvement by both the therapist and the patient. I will contribute knowledge and skill in psychology while, you will bring specialized personal knowledge. In general, therapists apply an understanding about behavior and experience to solving human problems. My approach is Psychodynamic and as such we will be examining your thoughts, feelings, and behaviors and attempt to change them from a less adaptive state to a more adaptive state. There are many different methods I may use to deal with the issues that you hope to address. For example, I teach relaxation and imagery techniques if symptoms and anxiety warrant this approach.

Our first few sessions will involve an evaluation of your needs. I provide solution-focused treatment so that a goal or several goals are established. This usually takes the first few sessions after which I will be able to offer you some initial impressions of what our work will include. All treatment is planned with the goal(s) in mind and progress is made toward accomplishment in a timely manner. You will be encouraged to take an active role in setting and achieving your treatment goals. In order to be most successful, you will have to work on things we talk about both during our sessions and at home. Your commitment to this treatment approach is necessary to assist you in experiencing a successful outcome. If you ever have any questions about the nature of the treatment or anything else about your care, please do not hesitate to ask.

Your feelings about whether you are comfortable working with me, as your therapist is an important part of the process. We can both decide whether I am the best person to provide the services in order to meet your treatment objectives. Please feel free to discuss any concerns you have with me. If requested or deemed appropriate, I will help you secure an appropriate consultation with another provider.

### **BENEFITS AND RISKS**

Therapy has both benefits and risks. While a majority of individuals who undertake therapy benefit from the process, there are no guarantees. Therapy often leads to a significant reduction in feelings of distress, better relationships, and resolutions of specific problems. Success may vary depending on the particular problems being addressed. Since therapy often requires discussing unpleasant aspects of your life, risks sometimes include experiencing uncomfortable feelings such as unhappiness, anger, guilt, or frustration for example. These are a natural part of the therapy process and often provide the basis of change.

### **APPOINTMENTS**

A scheduled appointment means that a 45-minute time is reserved only for you. Typically appointments are scheduled weekly but this can vary. If an appointment is missed or canceled with less than 48 hours notice, you will generally be billed directly according to the scheduled fee. 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.

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### CONTACTING ME

My contact information is listed on the first page as well as on my business cards. Due to my work schedule, I am often not immediately available by telephone. I typically do not answer the phone line during session.

My office hours vary weekly and we will discuss this when planning ahead for appointments. The office is generally closed on weekends and major holidays. When I am not in the office I call in to my voice mail system on a regular basis. Please note that although I will do my best to return your call on the same day you make it. If you are difficult to reach, please leave some times when you will be available. In a crisis situation, if you cannot reach me, please contact your primary care physician or the local emergency room.

### PROFESSIONAL FEES

The fee for professional services is \$225 for the first session and \$175 per session thereafter, for which I reserve the right to renegotiate a fee increase after one year.

It is my 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 professional, preparation of records or treatment summaries, and the time required to perform any other service which 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. Because of the difficulty of legal involvement, I charge \$250 per hour for preparation and attendance at any legal proceeding.

### PAYMENTS

Payments and co-payments are due at the time services are rendered, unless we agree otherwise. You may pay by cash or check. Please make checks payable to: Dr. Alicia Camlibel. A charge on all returned checks will be billed to you in the amount consistent with current bank charges. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

If you are accessing your out-of-network benefits, you will be required to pay me in full at the beginning of each session. I will provide you with a statement of services rendered along with the fees for you to submit.

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 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

I am a participant in Concern/Concern Plus insurance plan. It is your responsibility to follow their policies and procedures prior to coming to my office for an evaluation/session. You are also responsible for co-payments after each session.

I do not participate in any other insurance plans. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees, which are due when services are rendered. It is very important that you find out exactly what mental health services your insurance policy covers. If your plan limits the number of sessions that you may utilize, it is your responsibility to keep an accounting of this across all of your mental health providers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

If you decide to utilize your out-of-network benefits, you should be aware that your contract with your health insurance company might require that I provide it with information relevant to the services that I provide to 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 national medical information databank. I will provide you with a copy of any report I submit, if you request it.

**An insurance company or other third-party payor regulated under New Jersey law may request that the patient authorize the therapist to disclose certain confidential information** to the third-party payor in order to obtain benefits, only if the disclosure is pursuant to a valid authorization (see below) and the information is limited to:

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1. Administrative information (i.e., patient's name, age, sex, address, educational status, identifying number, date of onset of difficult, date of initial consultation, dates and character of sessions (individual or group), and fees);
2. Diagnostic information (i.e., therapeutic characterizations as found in the APA's Diagnostic and Statistical Manual of Mental Disorders (DSM III), or other professionally recognized diagnostic manual);
3. The patient's status (voluntary or involuntary; inpatient or outpatient);
4. 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
5. A prognosis, limited to the estimated minimal time during which treatment might continue.

A valid authorization under this statute shall:

1. Be in writing.
2. 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;
3. Specify that the patient is aware of the his or her right to confidential communications under psychologist-patient privilege;
4. Be signed by the patient, or the person authorizing disclosure (e.g., the patient's parent, guardian or legal representative); and
5. Contain the date that the authorization was signed.

**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.** If you have any question about the nature of your health benefits, you should contact the group that provides the benefits for you.

### 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 the 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).
- You should be aware that at times I might employ an administrative staff. In most cases, I 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 the permission of a professional staff member.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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 your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your 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 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 a patient files a worker's compensation claim related to the services I am providing, I may, upon request, disclose protected information to another authorized to receive it by the workers' compensation law.

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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 the patient's treatment. These situations are unusual in my practice.

- I have reasonable cause to believe that a child has been subject to abuse; the law requires that I must report it to the Division of Youth and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a vulnerable adult is subject of abuse, neglect, or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the patient or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a threat, or I believe the patient presents a threat of imminent serious physical violence against a readily identifiable individual, 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 I believe the patient presents a threat of imminent serious physical harm to him/herself, I 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, 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 when another individual (Other than another health care provider) is referenced and I believe 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 there are professional records they can be misinterpreted and/or upsetting to the 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. In most situations, I am allowed to charge a copying fee of \$1.00 per page. If I refuse your request for access to your records, you have a right of review, which I will discuss upon request.

### PATIENT RIGHTS

HIPPA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. The rights include requesting that I amend your record; 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 Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### MINORS AND 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 I decide that such access is likely to injure the child, or we agree otherwise. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from the parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of their 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 objections he/she may have.

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**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 HIPPA NOTICE FORM DESCRIBED ABOVE.**

\_\_\_\_\_  
Printed Patient Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name of Spouse, Parent, or Other Applicable (Please indicate relationship)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alicia R. Camlibel, Ph.D., LPC

\_\_\_\_\_  
Date