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## AGREEMENT & INFORMED CONSENT TO TREATMENT-NEW YORK

This document 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 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 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 I obtain your signature, acknowledging that I have provided you with this information. We can discuss any questions you have about the process. When you sign this document, it represents 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 claims made under your policy; or if you have not satisfied any financial obligations.

### Psychological Services

**Psychotherapy** is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you plan to address. Psychotherapy is not like a medical doctor visit. 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 between sessions.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, or the life of your minor child, 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.

**Psychological Assessment** is an extremely useful tool, which provides data regarding your child's cognitive and educational profile. It is typically warranted when a child, adolescent, or adult is struggling to function in an educational or vocational environment, which should otherwise be appropriate for him or her. Typically, the testing process occurs over a 4-week period, start to finish. It includes a thorough background/history consult, direct work with the client over (approximately) 6-8 hours, a 10-20-page report involving diagnoses and recommendations, and an hour feedback meeting to discuss the results.

### Cancellations

- Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.
- If you cancel a session prior to 24 hours, **you must receive a phone, text, or email confirmation** of this cancellation or else full fee will be assessed.
- If you or your child is sick or there is another emergency which requires a late cancellation, a **\$50** fee will be assessed. This is also for snow emergencies, when the therapist can access the office. \_\_\_\_\_ **(PLEASE INITIAL)**

### Fees

The fee for the initial session is **\$250**. This initial session will range from 60 minutes. After the initial meeting, an "action plan" will be developed outlining the subsequent services needed. Subsequent individual sessions are **\$225**. These sessions are **50 minutes** in length. Home or school observations are charged at **\$225** per hour with travel time prorated. If the plan indicates a need for outside providers, a call will be made (with signed permission) on your behalf, free of charge.  
\_\_\_\_\_ **(PLEASE INITIAL)**

A **\$500 non-refundable deposit** is required to book the testing date(s) and hold your spot. The initial session fee is included in this deposit. The non-refundable deposit is subtracted from the total cost of the testing; therefore, the **balance is due** on the last day of testing. If the balance is not provided on that day, it will be charged to the credit card on file with a 4% convenience fee added. \_\_\_\_\_ **(PLEASE INITIAL)**

Neuropsychological testing and assessments range from **\$3,000-\$8,000** (you will receive an estimate of cost prior to beginning the testing sessions). This fee can include an intake session, observations, direct service assessment with the testing client, test scoring, test report writing, school meetings, and one (1) subsequent feedback session. Should additional meetings be warranted, after completion of the testing, they will be charged at the regular "therapy session" rate, **\$225**. Any addendum or changes to the report requested within a year of the testing will be done without additional charge. After a year from the date of the testing, additional letters, changes, or work on the client's behalf will be charged at a prorated session rate of **\$225**.  
\_\_\_\_\_ **(PLEASE INITIAL)**

College evaluations are for students who have a previous diagnosis and require re-evaluation for high school, college or college board accommodations, or accommodations for a specific test. The cost is **\$3,000** and includes a 60-90-minute intake appointment. Prices are for testing only and do not include a feedback session. Feedback sessions are an additional **\$225**.

\_\_\_\_\_ (PLEASE INITIAL)

Balances over 30 days are considered outstanding UNLESS prior specific arrangements to carry balances have been mutually agreed upon and are in writing. Accounts outstanding greater than 30 days will incur a 5% fee increase each week thereafter. After 60 days an outstanding account may be turned over to third party collections or small claims. This would require me to disclose otherwise confidential information. In most collection situations, the only information required is a patient's name, the nature of services provided, and the amount due. If such legal action is necessary, the costs will be included in the claim.

#### **What do psychotherapy sessions involve?**

Our first few sessions will involve an evaluation of your needs, including 1) completing forms, 2) gathering information about your presenting concerns, 3) assessing personal and family history, 4) determining primary treatment areas and goals. By the end of the evaluation process, I will be able to offer some initial impressions of what our work may include should you decide to continue with therapy. Consider this information along with your own impressions as to whether you feel comfortable working with me. If so, we will decide upon the frequency and modality of sessions (i.e., weekly individual sessions or bi-weekly group sessions); if not, referrals will be provided.

The therapy process is a collaborative agreement to explore, observe, discuss and problem-solve your presenting difficulties and related issues. There is no guarantee that a specific result will emerge from the therapy process; however, as therapy goals are developed, progress toward them will be discussed and re-evaluated if necessary. Different types of therapy such as group, couples, or family, consultation with, or transition to, other professionals may be discussed and considered as necessary. If you have questions about my procedures, we can discuss them whenever they arise.

You have the right to end therapy at any time. Discussion of the termination process is important. Usually, therapy ends after mutual agreement about readiness, goal completion, and/or other circumstances leading to termination. Relevant referral information will be provided as needed or desired. When I am unavailable, my telephone is answered by confidential voice mail. I will make every effort to return your call within 24 hours, except for weekends and holidays. In emergencies, you can try my cell phone (410) 952-0265. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

#### **Limits of 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 consent form that meets certain legal requirements imposed by HIPAA and/or New York law.

However, in the following situations, no authorization is required:

- 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**).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 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 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.

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 unusual in my practice:

- If I have reason to believe that a child, adolescent, or vulnerable adult has been subjected to abuse or neglect, or that a vulnerable adult has been subjected to self-neglect, or exploitation, the law requires that I file a report with the appropriate government agency, usually the local office of the Department of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I know that a patient has a propensity for violence and the patient indicates that he/she has the intention to inflict imminent physical injury upon a specified victim(s), I may be required to take protective actions. These actions may

include establishing and undertaking a treatment plan that is calculated to eliminate the possibility that the patient will carry out the threat, seeking hospitalization of the patient and/or informing the potential victim or the police about the threat.

- If I believe that there is an imminent risk that a patient will inflict serious physical harm or death on him/herself, or that immediate disclosure is required to provide for the patient's emergency health care needs, I may be required to take appropriate protective actions, including initiating hospitalizations and/or notifying family members or others who can protect 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 the profession require that I keep Protected Health Information (PHI) about each client in their clinical record. In some circumstances, I may keep some information in two sets of professional records. One set is your clinical record. It includes information about your reasons for seeking therapy and how these and related issues impact on your life, your diagnosis, goals for treatment, progress towards the goals, your medical treatment and social history, past treatment records I receive from other providers, reports of professional consultations, billing records, and any reports to insurance carriers or others. You may choose, in writing, to examine and/or receive a copy of your clinical record. Because professional records can be misinterpreted it would be important to first review them together or with another mental health professional. In very unusual circumstances, such as a situation in which in my professional judgment disclosing information would endanger someone's life, then clinical records would not be released. In those situations, the person would have a right to a summary and to have their record sent to another mental health provider. A copying fee of **\$ .60** per page will be charged. There may be other associated costs for review of records.

The other set I keep in some instances is a set of psychotherapy notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your clinical record. These psychotherapy notes are kept separate from your clinical record.

While insurance companies can request and receive a copy of your clinical record, they cannot receive a copy of your psychotherapy notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your psychotherapy notes unless I determine that knowledge of the health care information would be injurious to your health.

### **Patient Rights**

HIPAA provides you with expanded rights regarding clinical records and disclosures of protected health information. These include requesting that I amend your record; requesting restrictions on what information from your clinical record is disclosed; requesting an accounting of disclosures; determining where protected information disclosures are sent; having any complaints you make about my policies recorded in your records; and the right to a paper copy of this agreement, my policies and procedures, and the attached HIPAA notice form.

### **Minors & Parents**

Parents of clients 16 years of age who are not emancipated may be allowed by law to examine their child's records. While privacy in psychotherapy is very important, particularly with teenager, parental involvement is also essential to successful treatment. Therefore, it is my policy when treating 16- to 18-year-olds to request that they agree to my sharing occasional general information about the progress of treatment with his/her parents. Unless I feel discussing disclosure prior to parental notification is not realistic, such as when the child is in danger or is a danger to someone else, I will discuss with the child, what I think is in their best interest to discuss with the parents and preferably both the child and I will talk with the parents together.

### **Insurance Reimbursement**

If you have a health insurance policy, it will usually provide some coverage for mental health treatment should you care to use your insurance for these services. 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. It may be necessary to seek approval by calling your insurance company for pre-approval prior to services being covered. If your carrier requires periodic updating of authorization for on-going sessions, it may be necessary for me to submit written treatment plans that include diagnosis and symptoms for them to authorize treatment. Should you choose to submit claims to your insurance company for reimbursement, your policy may require me to disclose this personal information to the company in the treatment plans, via phone inquiries from them and on the claim statements. If this office files claims for you, understand that in New York I am permitted to send some information without your consent. They usually require a clinical diagnosis, sometimes additional clinical information such as treatment plans, summaries, or copies of your record. In such situations, I will make every effort to release only the minimum personal information necessary for the purpose requested. New York law prevents

insurers from making unreasonable demands for information, but there are no specific guidelines about what "unreasonable" includes. If I believe that your health insurance company is requesting an unreasonable amount of information, I will call it to your attention, and we can discuss what to do. You can instruct me not to send requested information, but this could result in claims not being paid and the financial responsibility being placed on you. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands or computers. By signing this agreement, you agree that I can provide requested information to your carrier.

Your signature indicates that you have read, and understand, the information and the HIPAA notice form and agree to the terms described.

**Patient Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_

*rev 02/24*



KARIN A. MOSK, PSY.D.

ASSESSMENT AND THERAPY FOR CHILDREN, ADOLESCENTS, AND ADULTS

**CREDIT CARD AUTHORIZATION FORM**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing City: \_\_\_\_\_ Billing State: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

Billing Phone: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_

Credit Card Type: Visa\_\_\_ MC\_\_\_ AmEx\_\_\_ Discover\_\_\_

Credit Card Number: \_\_\_\_\_

Credit Card AVS Code (3 or 4-digit code): \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_(mm/yy)

Cardholder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*I authorize Dr. Karin A. Mosk, Psy.D. to charge the amount of all new services, unpaid fees & balances, including late cancellation fees & non-refundable deposits. I assume responsibility for keeping current payment methods up to date. I also agree that I will pay for this purchase in accordance with the issuing bank cardholder's agreement.*