

## **Dr. Robert W. LoPresti**

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### **PSYCHOTHERAPIST-PATIENT SERVICES POLICIES/PROCEDURES AGREEMENT & HIPAA NOTICE**

Welcome to my practice. This document contains important information about my professional services and business practices. 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. The HIPAA Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires your signature indicating that I have provided you with this information. Your signature also becomes an agreement between us as specified in my Policies/Procedures. You may revoke this latter Agreement in writing at any time. That revocation will be binding on me unless I have taken action that relied on your signature.

#### **PSYCHOLOGICAL SERVICES**

I am a Licensed Psychologist offering services in the field of psychology and psychotherapy. Having worked as a Psychologist for over 30 years, I have had vast experience in many areas of psychology. With my training and experience, I am able to offer you psychotherapy as an individual, couple, family, or group. I am also able to offer you consultation and referral services. There are many modalities of psychotherapy that I can offer you including: Cognitive Behavioral Therapy, Somatic Experiencing, Internal Family Systems, Imago Relationship, Emotion Focused Therapy, BrainSpotting, Hypnotherapy, EMDR, EFT, Touch, Interpersonal Neuropsychology, and many others. Please be advised that I do not prescribe medication; I can refer you to someone for medication such as your primary care doctor or a specialist.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular issues you are experiencing. There are many different methods I may use to bring healing, joy and health in your life.

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 want 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, shame, loneliness, and helplessness or any other emotion. On the other hand, psychotherapy has also been shown to have many benefits. The mind and body are very connected. Therapy often leads to better relationships, solutions to specific

problems, joy, freedom, growth, physical healing and significant reductions in feelings of distress. Research has shown significant changes in brain function with psychotherapy. You will get to know not only your mind but also the intricate relationships between your mind and body.

Our first few sessions will involve an evaluation of your needs and goals; your hopes and dreams for therapy. Usually after the first session or two, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable enough working with me. Therapy can involve 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, in spite of my best efforts, I will be happy to help you set up a meeting with another mental health professional.

### **MEETINGS**

Psychotherapy involves continuous evaluation and re-evaluation to insure we are reaching the goals we set up. Although sessions are usually 55-60 minutes, the first session may be longer. Group therapy is usually 90 minutes. Once a meeting is scheduled, I will be reserving that time for us. Because of the nature of psychotherapy, sessions may be quite longer and there could be a delay in starting a session if the previous session involved a patient in crisis.

### **PROFESSIONAL FEES/PAYMENT**

I am an Out-Of-Network provider for all insurance companies except Classical (original) Medicare. Medicare patients pay their co-pays if possible at each session. Fees are paid at the time the session is held for all other patients. Checks, credit cards, debit cards and cash are accepted. You should carefully read the section in your insurance coverage booklet that describes mental health services. Or call the Member Services number on the back of your insurance card and get information about coverage for Out-Of-Network providers, deductible amounts, and reimbursement amounts after paying for services of \$130.00/session.

If you need to cancel a meeting/session, I request you give me as much notice as possible; if its less than one business day, or if the session is forgotten or failed, the fee is \$50.00 even if you are a Medicare enrolled patient. If you are a Classical Medicare patient, you should know that Medicare requires me to make a good faith attempt to collect co-pays. My session fee is \$130.00. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time.

### **CONTACTING ME**

Due to my work schedule, I am usually not immediately available by phone. When I am not available, my office answering machine will take the call. I will make every effort to return your call as soon as I can with the exception of Fridays, Saturdays, Sundays and Holidays. Although many patients want to use email and text messaging to schedule and change appointments, know that they are not secure systems. 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 and ask for the psychologist, psychiatrist, social worker or crisis counselor on call. Crisis counselors are on call by phone 24/7. (732-923-6999)

### **Insurance Issues and Confidentiality**

You should also be aware that your contract with your health insurance company requires that I provide them with your clinical diagnosis. Sometimes I may have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. 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 records I submit, if you request it. You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary. Of course, you have a choice of paying for sessions without involvement of insurance and without reimbursement from them.

An insurance company or other party regulated by New Jersey Law may request that the patient authorize the psychologist to disclose certain confidential information to the third-party payor in order to obtain benefits, only if the disclosure to them is a valid authorization (see below) and the information is limited to the following: 1) 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) 2) Diagnostic information (i.e., therapeutic characterizations as found in the APA's Diagnostic and Statistical Manual (DSM), 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 level of functioning and distress (mild, moderate, severe or extreme). 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 the time of disclosure and at any time in the future; 3) Specify that the patient is aware of his/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. You can contact your group for more information. I will provide you with a copy of any report I submit, if you request it. You always have the right to pay for my services yourself to avoid the problems described above (unless prohibited by contract).

**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 written Authorization form that meets certain legal requirements imposed by HIPAA. Other situations require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities as follows: 1) 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 do not object, I will not tell you about these consultations unless I feel that it is important to our work together. 2) There are some situations where I am permitted or required to disclose information without either your consent or Authorization: a) 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. b) If a government agency is requesting the information for health oversight activities, I may be required to provide it for them. c) If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself. d) If a patient files a worker's compensation claim, I may upon appropriate request, disclose protected information to others authorized by the workers compensation law. Patients usually approve of these disclosures.

### **LEGAL LIMIT OF CONFIDENTIALITY**

In general, the law protects the privacy of all communications between a patient and a psychologist. In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some legal proceedings, a judge may order my testimony if he/she determines that the issues demand it, and I must comply with that court order e.g. child custody. If I have reasonable cause to believe that a child has been subjected to abuse, the law requires that I must report it to the appropriate state agency. Once filed I may be required to provide additional information. If I have reasonable cause to believe that a vulnerable adult is the 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 a report is filed, I may be required to provide additional information.

If a patient communicates a threat, or if 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: Including 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 my patient before taking any action, and I will limit my disclosure to what is necessary. I will never release any such information without discussing it first with my patient. I am not an attorney and these laws can be complex. If specific advice is needed, the patient may contact an informed attorney.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information (PHI) 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 put 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, 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 typically \$1.00/pay (or for certain other expenses). If I refuse your request for access to your records, you have a right of review which I will discuss with you.

**MORE 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 I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; and many others. HIPAA is complex and available on line for further study if you are interested. These presentations and discussions are highlights of the law rights and privileges.

**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 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 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 child's progress 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 any objections he/she may have.

**SIGNATURE**

Your signature below indicates that you have either read or are satisfied that you have available this agreement (Psychotherapist-Patient Agreement/Policies/Procedures and the HIPAA notice) either in my office or on my website; and agree to abide by its terms during our professional relationship.

Signature\_\_\_\_\_ Date\_\_\_\_\_