

Privacy Policy and Agreement for Psychotherapy Services

Confidentiality: All information discussed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a patient presents a danger to self, to others, to property, or is gravely disabled, when a patient communicates an intent to harm others through gun violence or by a specific violent act, or when a patient's family members communicate to Dr. Isaac that the patient presents a danger to others.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by Dr. Isaac. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Dr. Isaac will use her clinical judgment when revealing such information. Dr. Isaac will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or in the future after termination where Dr. Isaac becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose she may also contact the person whose name you have provided on the biographical sheet.

Health Insurance and Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct Dr. Isaac, only the minimum necessary information will be communicated to the carrier. Dr. Isaac has no control or knowledge over what insurance companies do with the information she submits or who has access to the information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been also reported to be legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

IMPORTANT NOTICE: At this time Dr. Isaac does not contract with insurance companies.
Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential

nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you, patient(s) nor your attorneys, nor anyone else acting on your behalf will call on Dr. Isaac to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation: Dr. Isaac may consult with other professionals regarding her patients, however, the patient's identity remains completely anonymous and confidentiality is fully maintained.

E-mails, Cell Phones, Computers, and Faxes: Please do not communicate any time sensitive information to Dr. Isaac via the computer including e-mail or telephone texts. Please use only the business phone (which will be provided at the first consultation) or U.S. postal service. Fax services can be arranged if necessary. In cases of emergency, please use the business phone only.

Records and Your Right to Review Them: Both the law and the standards of Dr. Isaac's profession require that she keeps appropriate treatment records for at least five years. Unless otherwise agreed to as necessary, Dr. Isaac retains clinical records only as long as is mandated by NYS law. If you have concerns regarding the treatment records please discuss them with Dr. Isaac. As a patient, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when Dr. Isaac assesses that releasing such information might be harmful in any way. In such a case Dr. Isaac will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, Dr. Isaac will release information to any agency or person you specify unless Dr. Isaac assesses that releasing such information might be harmful in any way. When more than one patient is involved in treatment, such as in cases of couple and family therapy, Dr. Isaac will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in treatment.

Telephone and Emergency Procedures: If you need to contact Dr. Isaac between sessions, please leave a voicemail message and your call will be returned as soon as possible. Dr. Isaac checks her messages after 7:00 p.m. unless she is out of town in which case you will receive advance notification. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call the 24-hour Crisis Phone Line, Suicide Prevention and Crisis Service, Ithaca, NY 607-272-1616, or the Police: 911. Please do not use e-mail or faxes for emergencies.

Payments and Invoice for Reimbursement: Patients are expected to pay the standard fee of \$125.00 per hour session at the end of each session. A paid-in-full invoice with diagnostic codes will be provided that can be submitted to your insurance carrier.

Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc., will be charged at the same rate unless indicated and agreed upon otherwise. Please notify Dr. Isaac if any problems arise during the course of therapy regarding your ability to make timely

payments. Patients who carry insurance should remember that professional services are rendered and charged to the patients and not to the insurance companies. Unless agreed upon differently, Dr. Isaac will provide you with a copy of your receipt each session which you can then submit to your insurance company for reimbursement if you so choose. As was indicated in the section *Health Insurance and Confidentiality of Records*, you must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues/conditions/problems which are dealt with in psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Dr. Isaac can use legal or other means (courts, collection agencies, etc.) to obtain payment.

Mediation and Arbitration: All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Dr. Isaac and her patient(s). The cost of such mediation, if any, shall be split equally unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Tompkins County NY in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Dr. Isaac can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

The Process of Therapy/Evaluation and Scope of Practice: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behaviors. Dr. Isaac will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Dr. Isaac may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations which can cause you to feel upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy Dr. Isaac is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-

behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family) humanistic psychoeducational and clinical hypnosis. Dr. Isaac provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within her scope of practice.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, Dr. Isaac will discuss with you her working understanding of the problem, treatment plan, therapeutic objectives, and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Dr. Isaac's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that Dr. Isaac does not provide, she has an ethical obligation to assist you in obtaining those treatments.

Termination: As set forth above, after the first couple of meetings, Dr. Isaac will assess if she can be of benefit to you. Dr. Isaac does not accept patients who, in her opinion, she cannot help. In such a case, she will give you a number of referrals that you can contact. If at any point during psychotherapy Dr. Isaac assesses that she is not effective in helping you reach the therapeutic goals or that you are noncompliant, she is obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Dr. Isaac will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Dr. Isaac will assist you with referrals, and if she has your written consent, she will provide the therapist with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, Dr. Isaac will offer to provide you with names of other qualified professionals.

Dual Relationships: All foreseeable dual relationships will be avoided. Ithaca is a small community and many patients know each other and Dr. Isaac from the community. Consequently, you may bump into someone you know in the waiting area, or into Dr. Isaac in the community. Dr. Isaac will never acknowledge working with anyone without their written permission.

Cancellation: Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (two days) notice is required for rescheduling or cancelling an appointment. Unless a different agreement is reached, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, I understand them and agree to comply with them:

Client Name (Print)

Date

Signature

Judy Isaac, Ph.D.

Date