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## PSYCHOTHERAPY AGREEMENT

Welcome to my practice! This document contains important information about my professional services and business policies.

In addition to this document, federal law Health Insurance Portability and Accountability Act (HIPAA), that provides privacy protections and patient rights, with regard to the use and protection of Protected Health Information (PHI), requires that I make available to you a copy of the Notice of Privacy Practices (Notice). This Notice is provided to you along with the contract and is available on my website lifepsy.com under a tab called "Resources & Forms", as well as, a hardcopy displayed at our office referenced above. You can always personally request a copy from me.

## PROFESSIONAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you hope to address. There are many different methods I may use to deal with those problems. 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 at home consistently.

Psychotherapy can have benefits and risks. Because 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 benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems and significant reductions in feelings of distress. But, there are no guarantees as to what you will experience.

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 regarding your treatment please discuss them whenever they arise. If doubts persist, I will be happy to refer you to an alternative provider for a second opinion.

## MEETINGS

I normally conduct an evaluation that can last from one to four sessions, depending on the history and depth of the problem at hand. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. The initial session is scheduled for 60-90 minutes. The following sessions are usually 45-55 minutes long (one appointment hour of 45 minutes duration) per week at a time we agree on, although some sessions may be shorter/longer or more/less frequent. You can always ask for extra sessions or talk to me about meeting less frequently.

## CANCELLATION POLICY

Sessions are typically scheduled for a recurring time slot every week to assist with continuity and consistency. Other scheduling arrangements can be made depending on your needs. If a patient regularly misses a weekly time slot, we will reassess your scheduling needs and potentially forfeit the weekly slot. Once an appointment hour is scheduled we are making a commitment to respect each other's time regarding that hour. Therefore, **you will be expected to pay a cancellation fee (\$135) unless ONE of the following criteria are met:**

- an appointment is canceled more than **48 hours** in advance
- our schedules align so that another appointment is possible within that same business week (M-TH)
- we BOTH agree that you were unable to attend due to circumstances beyond your control

As further explanation of these points, in order to cancel a Monday 5PM appointment for a non-emergency without a fee I would need to be notified by Saturday at 5PM. I need to have a cut off point that is objective, consistent, and fair to all so if I receive notification at 5:01 PM on Saturday or beyond, you would receive the charge. All the means of contact to me are timestamped in some way and that will be used as the reference point. If you have sent a message to cancel the appointment and have not received a confirmation from me within 24 hours (i.e. Google Calendar Notification indicating the cancellation, email or verbal acknowledgement from me) it is possible that a technical issue occurred and you would still be responsible for that appointment until the cancellation is confirmed. Please follow-up and ensure you've received a confirmation of the cancellation to avoid fees.

If you are unable to honor an in-person session, under most circumstances it is preferable to have it transitioned to virtual session to avoid a fee if possible (ex: transportation issues; recovering from mild illness/surgery that warrants staying out of the office). Common circumstances that would still result in a charge if less than 48 hours notice is given are: work schedule changes, family schedule changes that are not medical emergencies, forgetting about the appointment/not showing up, and technical issues on your end.

In the event of a late arrival or no show, the therapist will contact the patient 5-10 minutes into the appointment time via text or e-mail, and call at 15 minutes - indicating the session can still transpire if they arrive within the next 5 minutes. Please be aware that **I will not be able to provide services if you arrive more than 20 minutes late for your scheduled appointment time and the full session fee will be charged.** If the appointment is missed and no contact is made within 24 hours of that missed appointment, the client will automatically be charged the cancellation fee if the card is on file. If a card is not on file, the client will have to reach out to the therapist to pay the fee. In either event, your next appointment will be removed from the schedule to avoid further fees. If the client has made no contact within one week of the original missed appointment the weekly time slot will be made available to other patients. If a true emergency was occurring and the circumstances of no contact are understandable to BOTH parties then a refund can be issued at a later time.

Any late cancellation fees are due before the next scheduled session/before further services can be rendered (unless otherwise discussed). If you are unable to pay the fee before the next scheduled appointment that recurring time slot may be forfeit.

As this is a mutual agreement, if at any point you believe I am disrespecting your time please discuss this with me.

### **PROFESSIONAL FEES**

If you do not have any out-of-network benefits you are responsible for the full session fee at the time of the session. My hourly fee is \$200 for the first 60-90 minute session and \$150 for subsequent 45-55 minute sessions. I accept cash, check, or credit cards.

In addition to regular appointments, I charge \$150/hr for other professional services you may need, and will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

### **INSURANCE REIMBURSEMENT**

It is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy that I am paneled with (i.e. Cigna, Aetna, Horizon BCBS, United, & various EAPs), it will usually provide some coverage for mental health treatment. It is important to find out what the coverage is. If covered, the fee for your session will be billed directly to the insurance. **You are still responsible for the copayment and any deductible in accordance with the terms of your policy.**

In the case that you have an insurance that I am not paneled with, **you may access your Out of Network Benefits.** In such a situation, **you are responsible for the full therapy fee at the time of your appointment.** You will also be responsible for submitting a request for reimbursement from your insurance company.

### **BIOFEEDBACK**

I have been trained from the HeartMath Institute on Heart Rate Variability Biofeedback techniques. Biofeedback utilizes a non-invasive heart rate sensor and computer software to analyze and provide feedback regarding restorative states and techniques to support them. These techniques can be somatically supportive coping strategies that address a variety of mental health symptoms (anxiety, panic, depression, etc) and promote emotional regulation. These sessions are in-person to allow for the use of the sensor and software, and are billed separately from individual psychotherapy. Biofeedback sessions are 45 minutes for the initial session and 30 minutes for the following sessions. These sessions are not typically covered by insurance, so payment of \$80 per session is expected at the time of service. We will subsequently attempt to submit to insurance and if there is a payment received from our claim we will reimburse you. Ideal engagement in this modality would be 6 sessions to learn the various techniques and allow for practice which can then be integrated into daily life. While 6 sessions would allow exposure to various nuances to each technique, many clients have also found benefit from 1 session. There are also personal Heart Rate Variability devices that can be acquired directly through HeartMath, which I am happy to discuss if interested. For more information see: <https://www.heartmath.com/>

### **BILLING AND PAYMENTS**

You will be expected to pay the copayment or the session fee for each session at the time it is held, unless we agree otherwise. 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.

### **CONTACTING ME**

I am often not immediately available by telephone. I will not answer the phone when I am with a patient. When I am unavailable, please leave me a voicemail, that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and the matter is urgent, **contact your family physician or the nearest emergency room and ask for the psychotherapist on call.**

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. Your records will not be released without your written consent, unless in those situations as outlined in the Confidentiality section below.

### **MINORS AND PARENTS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request a verbal agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

### **COUPLES COUNSELING**

Couples counseling differs from individual counseling in that the presenting patient is not either person, but rather the relationship. I will often split couples up and work with each person individually to achieve some common goals. The information exchanged in these individual sessions may be brought up in later either individual or couples' sessions. In instances where one partner will make a request to discuss something in strict confidence, it will be honored, for a period of time long enough to prepare them to reveal it in a joint session. I will **always** seek consent to share this information if I deem it important.

### **CONFIDENTIALITY**

Confidentiality is maintained as a part of the counseling process in accordance with the ethical standards set forth by my profession and applicable law. Issues discussed in therapy are

important and are generally legally protected as both confidential and “privileged”. However, there are limits to the privilege of confidentiality. These situations include:

1. Suspected abuse or neglect of a child, elderly person or a disabled person. In the event this is disclosed in session, I will have to take the appropriate, legal action which is to report to DCP&P.
2. When I believe you are in danger of harming yourself, another person, or if you are unable to care for yourself. In the event this occurs, the law requires me to inform the local chief of police in your community and direct you to emergency services.
3. If you report that you intend to physically injure someone, the law requires me to inform that person, as well as, the local chief of police in your community.
4. If I am ordered by a judge to release information as part of a legal involvement.
5. When your insurance company is involved, e.g. in filing a claim, insurance audits, case review or appeals, etc.
6. In natural disasters, whereby protected records may become exposed.
7. As required by law. You may be asked to sign a Release of Information so that I may speak with other healthcare professionals (primary care physicians, psychiatrists, etc) or to family members.

I may occasionally find it helpful to consult with other mental health professionals about a case to provide the highest quality of care. During a consultation, I make every effort to avoid revealing any details that could be associated with your identity. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is necessary for our work together.

If you have any questions or concerns about these exceptions to confidentiality please discuss them with me and I will provide you clarification when possible. However, if you need specific clarification or advice that I am unable to provide, formal legal advice may be needed by an attorney as the laws governing confidentiality are quite complex.

### **PRACTICE CONFIDENTIALITY PROCEDURES**

I take extra precautions to ensure that treatment information remains confidential and that you are comfortable while in session with me regarding the confidentiality and no one in the office can hear our discussion during the sessions. For instance:

- I have the noise makers in each office and right outside each office door;
- There is music playing in the waiting room;
- Your hard copy information is double locked;

- I am using G-Suite service (Google's business service version of regular Google applications) which is compliant with HIPAA law to maintain the calendar and appointment information; transmit and retain e-mails with PHI, safely store PHI in Google Drive;
- The computer used to record and store PHI is encrypted for additional security;
- The software used to do the billing and maintain your PHI is compliant with HIPAA

### **CELL PHONE COMMUNICATION AND HIPAA**

Please be aware that contacting me via text is not a HIPAA compliant method of communication as it is an unencrypted channel. If you contact me by this method, please limit this to copay and appointment related questions and do so at your own risk.

### **DISCHARGE**

Terminating our therapeutic relationship may be mutually agreed to, therapist initiated, or patient initiated. Ideally, therapeutic relationships end at a session with discussion and closure regarding the decision. However, circumstances arise that make that impossible at times. Other means in which you can terminate our therapeutic relationship is by sending an email, calling, or leaving a voice message that you are no longer interested in services (with or without explanation). Please know that if you are interested in ending our therapeutic relationship but are still interested in ongoing therapy I am happy to assist in providing referrals to other potential providers that may meet your needs.

While I will make attempts to contact you, if an appointment is missed and no further appointments are scheduled, I will assume that you are no longer interested in services after a 60 day period of no response/contact from you. At that point I will formally process a discharge from services and our therapeutic relationship will end at that time. In this event, you can still reach out in the future and discuss the possibility of re-initiating services if interested. There may be circumstances from the therapist that could result in referring to another provider or terminating services, such as conflicts of interests, or treatment concerns. If these arise the therapist will discuss them within session or through some means of verbal contact whenever possible.

### **Informed Consent for Telehealth Sessions**

#### **BENEFITS AND RISKS OF TELEPSYCHOLOGY**

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical

location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies.
- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work. If I no longer believe telepsychology is an appropriate modality of treatment I will discuss other treatment options with you.
- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

## **TELEPSYCHOLOGY CONFIDENTIALITY LIMITS**

The nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks

for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined under CONFIDENTIALITY still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

### **TELEPSYCHOLOGY REQUIREMENTS, EMERGENCIES, AND TECHNOLOGY**

In order to provide telehealth services **you must be in the state of NJ**. For your benefit, it is recommended that you do not engage in activities additionally to your therapy session. Your appointment may need to be canceled or rescheduled if you are engaging in activities that are potentially dangerous (driving) or distracting to the therapeutic process (preparing food, acting as primary caregiver to dependent children, etc). **Recurring activities may result in cancellation fees for affected appointments or inability to continue with telepsychology modality.** Please discuss any questions or concerns regarding particular activities with me.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will verify your location as well as an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then I will attempt to call you at the number you have provided me.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

### **FEES**

The same fee rates will apply for telepsychology as apply for in-person psychotherapy.

However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

## **RECORDS**

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

## **SIGNATURE**

Your signature on the Signature Page provided indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. Further, you accept, understand, and agree to abide by the contents and terms of this agreement and provide consent to participate in evaluation and/or counseling. You understand that you may withdraw from counseling at any time. You have also received a copy of the Notice which describes how medical information about you may be used and disclosed and how you can get access to this information.