

**LEAH MARTUCCI, LSW**  
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## **PSYCHOTHERAPIST-PATIENT CONTRACT**

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](http://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.

Further, as Licensed Social Worker (“LSW”), I am subject to a weekly supervision, as per N.J.C.A, 13:44G-8.1. “The supervisor provides at least one hour of face-to-face individual or group clinical supervision per week or one hour of individual clinical supervision through synchronous video conferencing, which complies with the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), for no more than half of the total supervision hours.” As a reference, I encourage you to review the regulations for Licensed Social Workers: <https://www.njconsumeraffairs.gov/regulations/Chapter-44G-State-Boardof-Social-Work-Examiners.pdf>. If you have any questions, feel free to reach out directly to my clinical supervisor, Moshe Fund (Lic. No. #44SC05615300) at [moshe@lifepsy.com](mailto:moshe@lifepsy.com) or [admin@lifepsy.com](mailto:admin@lifepsy.com).

### **PROFESSIONAL SERVICES**

Psychotherapy is not easily described in general statements. Therapy is often personal and involves discussing intimate aspects of your life. You are likely to experience uncomfortable feelings i.e. anger, sadness, guilt, frustrations, among others, through the course of therapy. The aim of therapy is to improve your wellbeing, relationship with others and general ability to tackle difficult situations with reduced level of distress. Every therapy is very individual and therefore it is impossible to predict and consider all the nuances.

## 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. I typically schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. You can always ask for extra sessions or talk to me about meeting less frequently.

## CANCELLATION POLICY

Once an appointment hour is scheduled, **you will be expected to pay a cancellation fee of \$135 unless one of the following criteria are met:** (i) you provide 48 hours advance notice of cancellation **or** (ii) we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, I will try to find another time to reschedule the appointment.

## 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 minute sessions. I accept cash or check. I do offer sliding scale where appropriate.

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.

### **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 neither of the people 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 joined 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.
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 or to family members.

## **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.

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.