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#### APPOINTMENT POLICY - M

In order to maintain a high level of care, I have instituted appointment guidelines regarding lateness, late cancellations and no-shows.

***Lateness:*** All visits are 45 minutes in length. Failure to arrive on time for your scheduled appointment diminishes the amount that can be accomplished during the visit. To preserve the integrity of the visit I will not see you if you are 20 minutes or more late for your appointment.

***Late Cancellations and No-Shows:*** Whereas I realize that many things happen that prevent us from keeping appointments, it is not acceptable or productive to schedule appointments that you do not keep. Missing your scheduled appointments lessens the effectiveness of your therapy. Also, when a person late cancels or no-shows for an appointment someone in need of an appointment is prevented from having one. Further, your provider loses income and is prevented from doing other things because s/he is waiting for you.

***Late Cancellation:*** A late cancellation is any appointment that you cancel with less than 24-hour notice. To prevent a pattern of late cancelling appointments from developing, I will not allow you to book more than one appointment at a time after 3 late cancellations have occurred.

***No-show:*** A no-show is any appointment that you do not keep without calling prior to the appointment to cancel. Three no-shows will result in your being discharged from my care.

I appreciate your understanding and cooperation with this policy.

Please sign below to acknowledge that you have read, understand and agree to abide by the aforementioned policy. Your signature also acknowledges that you have been provided a copy of this policy to keep for your records.

**Christine Jean-Jacques, Ph.D.**  
**Licensed Psychologist**  
**1151 Titus Ave., Ste. 1**  
**Rochester, NY 14617**  
**(585) 417-6877**

## **PSYCHOLOGIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. This document contains important information about my professional services and business policies. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent 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 (i.e. if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred).

### **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 hope 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 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, 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.

### **MEETINGS**

I normally conduct an evaluation that will last from 2 to 3 sessions. 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. If psychotherapy is begun, I will usually schedule one 50-minute session per week at a time we agree on. 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 late cancelled sessions and sessions that you do not show up for.

### **PROFESSIONAL FEES**

My session fee is \$175.00 for the initial visit and \$150.00 for each visit thereafter. With the exception of a copayment set by your health insurance carrier, these fees are generally covered by your health insurance carrier. Please be sure to contact your carrier to find out your copay.

#### *Other fees:*

I charge \$150.00 per hour for telephone conversations lasting longer than 10 minutes. As this fee cannot be billed to your insurance, it is important that you reserve phone calls for emergencies, clarifying agreed on therapy assignments or rescheduling/ cancelling appointments.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200.00 per hour for preparation and attendance at any legal proceeding.

### **BILLING AND PAYMENTS**

You will be expected to pay your copay at each visit. If you are self-paying for your sessions (e.g. not using a health insurance plan or submitting receipts to a plan for reimbursement), you will be expected to pay the agreed upon fee at each visit.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information (your name, the nature of services provided, and the amount due). If such legal action is necessary, its costs will be included in the claim.

### **INSURANCE REIMBURSEMENT**

You should be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 3 PM, I will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by a messaging system. With the exception of emergencies, I will make every effort to return your call on the same day you make it, with the exception of evenings, weekends and holidays.

### **LIMITS ON 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. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I do not reveal 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.
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- I also have contracts with various health insurance companies and a credit bureau. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

*There are some situations where I am permitted or required to disclose information without either your consent or Authorization:*

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you, I cannot provide any information without your written authorization, or a court order.
- If I am providing treatment for conditions directly related to worker's compensation claim, I may have to submit session notes upon appropriate request, to Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

*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 receive information in my professional capacity from a child or the parents or guardian or other custodian of a child that gives me reasonable cause to suspect that a child is abused or neglected, the law requires that I report to the appropriate governmental agency, usually the statewide central register of child abuse and maltreatment, or the local child protective services office. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an immediate threat of serious physical harm to an identifiable victim, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for 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 my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by others, 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 circumstances, I am allowed to charge a copying fee of 75 cents per page (and for certain other expenses).

## **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; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

**Christine Jean-Jacques, PhD**  
Licensed Clinical Psychologist  
Growth and Change Psychotherapy Services  
1151 Titus Avenue, Suite 1  
Rochester, New York 14617  
Office: (585) 417-6877

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## **Notice of Privacy Practices**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

### **1. Uses and Disclosures for Treatment, Payment and Health Care Operations**

Your Provider may use or disclose your protected health information (PHI) for treatment, payment and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment, Payment, and Health Care Operations”
- Treatment is the provision, coordination, or management of your health care and other services related to your health care. An example of treatment would be when your Provider consults with another health care provider, such as your family physician or another psychologist.
- Payment is when your Provider obtains reimbursement for your healthcare. Examples of payment are when your Provider discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- Health Care Operations are activities that relate to the performance and operation of your Provider’s practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “Use” applies only to activities within your Provider’s office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of your Provider’s office, such as releasing transferring, or providing access to information about you to other parties.

### **2. Uses and Disclosures Requiring Authorization**

Your Provider may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is a written permission above and beyond the general consent that permits only specific disclosures. In those instances when your Provider is asked for information for purposes outside of treatment, payment and health care operations, he or she will obtain an authorization from you before releasing this information. Your Provider will also need to obtain an authorization before releasing your psychotherapy notes. “Psychotherapy notes” are notes your Provider has made about your conversation during a private, group, joint, or family counseling session, which your Provider has kept separate from the rest of your medical record.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your Provider has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### **3. Uses and Disclosures with Neither Consent nor Authorization**

Your Provider may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse: If, in your Provider’s professional capacity, a child comes before them which they have reasonable cause to suspect is an abused or maltreated child, or they have reasonable cause to suspect a child is

abused or maltreated where the parent, guardian, custodian or other person legally responsible for such child comes before them in their professional official capacity and states from personal knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child, your Provider must report such abuse or maltreatment to the statewide central register of child abuse and maltreatment, or the local child protective services agency.

Health Oversight: If there is an inquiry or complaint about your Provider's professional conduct to the New York State Board of Psychology, your Provider must furnish to the New York Commissioner of Education, your confidential mental health records relevant to this inquiry.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for your information about the professional services that your Provider has provided you and/or the records thereof, such information is privileged under state law, and your Provider must not release this information without your written authorization, or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. Your Provider must inform you in advance if this is the case.

Serious Threat to Health or Safety: Your Provider may disclose your confidential information to protect you or others from a serious threat of harm by you.

Workers' Compensation: If you file a Workers' Compensation claim and your Provider is treating you for the issues involved with that complaint, then your Provider must furnish to the chairman of the Workers' Compensation Board records which contain information regarding your psychological condition and treatment.

#### **4. Patient's Rights and health Care Provider's Duties**

Patient's Rights:

Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your Provider is not required to agree to a restriction you request.

Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a therapist. Upon your request, your Provider will send your bills to another address.)

Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes in your Provider's mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your Provider may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, your Provider will discuss with you the details of the request and denial process.

Right to Amend – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your Provider may deny your request. On your request, your Provider will discuss with you the details of the amendment process.

Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, your Provider will discuss with you the details of the accounting process.

Your Provider is required by law to maintain the privacy of PHI and to provide you with a notice of their legal duties and privacy practices with respect to PHI.

Your Provider reserves the right to change the privacy policies and practices as described in this notice. Unless they notify you of such changes, however, they are required to abide by the terms currently in effect.

If your Provider revises their policies and procedures, they will make a copy of them available to you, and you can discuss them with your Provider.

## **5. Questions and Complaints**

If you have questions about this notice, disagree with a decision your Provider makes about access to your records, or have other concerns about your privacy rights, you may contact your Provider directly.

If you believe that your privacy rights have been violated and wish to file a complaint with your Provider, you may send your written complaint to your Provider at 877 Elmwood Avenue, Rochester, NY 14620. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Your Provider can provide you with an appropriate address upon request.

### **Notice of Receipt of Information Regarding Privacy Practices**

I consent to the use or disclosure of my protected health information by my therapist, Christine Jean-Jacques, PhD, for the purposes of diagnosing or providing treatment to me, obtaining payment of my healthcare bills, and conducting the business operations of my therapist's practice.

I understand that I have the right to request a restriction as to how my protected health information is used or disclosed to carry out treatment, payment, or business operations of my therapist's practice. My therapist is not required to agree to the restrictions that I may request. However, if my therapist agrees to a restriction that I request, the restriction is binding on my therapist. I have the right to revoke this consent, in writing. At any time, except to the extent that my therapist has taken action in reliance on this consent.

I understand that my "protected health information" is any information that can identify me as an individual, and my past, present, or future: a) physical or mental health or condition, b) treatment I have received, and c) payment information. This agreement does not include consent to release "psychotherapy notes", which have a more stringent level of protection.

I understand that I have a right to review my therapist's Notice of Privacy Practices prior to signing this document. The Notice of Privacy Practices describes the types of uses and disclosures of my protected health information. The Notice of Privacy Practices also describes my rights and my therapist's duties with respect to my protected health information.