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Psychologist – Client Services Agreement

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. I can discuss any questions you have about the procedures at that time or feel free to reach me via my email to schedule a consult. 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.

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 an active effort on your part. In order for the therapy to be most successful, you will have to work on things I talk about both during my sessions and at home. I often give exercises to practice (Homework).

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.

My first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what my work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. 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 about my procedures, I should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional.

MEETINGS

I normally conduct an evaluation that will last from 1 to 2 sessions (50-60 mins each). During this time, we can decide if I can provide the services you need in order to meet your treatment goals. If psychotherapy begins, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment time is scheduled, you will be expected to pay for it.** Missed or canceled appointments are not paid by your insurance; they are solely your responsibility. All canceled and missed appointments are subject to full encounter fee, unless you agree to make up the session depending on availability in my schedule. To avoid cancellation fees you may request a make-up appointment within two weeks. If you cancel or miss an appointment and do not request a make-up session, charges equating to the encounter amount will be billed automatically to you. Frequent cancellation or missed appointments may result in losing your reserved time-slot or discontinuation of services. In addition, it also probes a conversation whether this is a good time to initiate psychotherapy services for you.

PROFESSIONAL FEES

My fee per session is \$300 for individuals and \$500 for couples. In addition to weekly appointments, I charge this amount for other professional services you may need, though I 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, consulting with other professionals with your permission, 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 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 \$500 per hour for preparation and attendance at any legal proceeding.]

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voicemail, which 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 difficult to reach, please inform me of some times when you will be available. Please always leave me a phone number where you can be reached (even if you think I already have it) as I may not have your number accessible when you call me. If you are unable to reach me and feel that you can't wait for me to return your call (you or someone else is at imminent risk), contact your nearest emergency room and ask for the psychologist or psychiatrist on call or call 911. ***Email and texting are not confidential, I limit contact via both to scheduling and/or rescheduling appointments only. Please do not share clinical information via text or emails.***

EMERGENCIES

If you experience an emergency please call 911 or go to the nearest emergency room.

BILLING AND PAYMENTS

You will be expected to pay 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. 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. I will

charge an additional \$50 late payment fee for all bills that are not paid on the agreed time. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If you intend to use your insurance to file claims, please inform me at the start of treatment and I will provide you with a 'Super Bill' denoting your demographics, diagnosis, nature of service and the amount billed.

ENDING PSYCHOTHERAPY

I support all termination, for whatever reason. When you are ready to end psychotherapy, I would like you to end well. In order to end psychotherapy well, please provide me with advance notice. Often ending psychotherapy with a few weeks notice turns out to be most productive. It gives us an opportunity to reflect on the work that we have done together and discuss recommendations. If you prefer and consent, I can assist you transfer to another clinician and engage in treatment coordination. I want you to feel comfortable and ready to transition to the next steps.

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. There are other situations that require only that you provide written, advance consent. 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 make every effort to avoid revealing the identity of patients. 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 work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Therapist's Policies and Practices to Protect the Privacy of Your Health Information).

You should be aware that I may practice with other mental health professionals and that I may 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.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

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. I am a Mandated Child and Adult abuse reporter.

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, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. 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.

If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.

If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

If I am providing treatment for conditions directly related to the worker's compensation claim, I may have to submit such records, upon appropriate request, to the Chairman of the Worker's Compensation Board on such forms and at such times as the chairman may require.

While unusual, 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.

If I receive information in my professional capacity from a child or the parents or guardian or other custodian of a child that that gives us reasonable cause to suspect that a child is an abused or neglected child, 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 I 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 us 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request. I do not provide session notes, however provide a treatment summary, including, your clinical presentation, treatment goals, interventions used, progress, session dates and diagnosis.

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 receive a copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

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. Even where parental consent is given, children over age 12 may have the right to control access to their treatment records. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to successful treatment, particularly with younger children. For children age 12 and over, I request an agreement between my patient and his/her parents allowing me to share general information about the progress of the child's treatment 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 that they may have.

INSURANCE REIMBURSEMENT / PAYMENT FOR SERVICES

At this time in my private practice, I practice both on self-pay and insurance basis (AETNA, limited availability). Payment (co-pay, co-insurance, fees) is due at the time of service (per visit) unless otherwise specified. The mode of transfer of payment is determined by you (Zelle, Cheque, Venmo, direct bank transfer, Square, credit card). Please note that I will attempt my best to withhold all clinical information requesting the transfer. However, money transfer requires engagement with a third party app/service/company. Your confidentiality is limited and by signing this agreement you agree to engage with me via these platforms. Please reach out to me if you have any questions and discuss your preference of payment with me at the first session.

If I am an 'Out-of-Network' provider (not in your insurance panel), you are responsible for the direct payment of services at the time of services rendered. In some cases, insurance companies may reimburse part of your payment for services with me as an out-of-network provider. If you desire, I will provide you with whatever assistance I can in helping you to receive the insurance benefits to which you are entitled. In this process I will ask for your active help, for example by asking for your collaboration in filling out the forms. You are also responsible for collecting reimbursement from your insurance plan, and to contact your insurance when/if claims remain open for more than two months. If you submit an insurance claim for our work, your health insurance company may require that I provide additional information relevant to the services that I provide to you. I am required to provide a clinical diagnosis, date and duration of service and your demographic information. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your 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. This information will become part of the insurance company files and will probably be stored in a computer. 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 database. I will provide you with a copy of any report I submit. On occasions, insurance companies may reach out to me for additional information even after treatment with you has terminated with me. I will attempt to reach out to you. However, by signing this Agreement, you agree that I can provide requested information to your carrier.

Notify me, as soon as possible if any problems arise during the course of therapy regarding your ability to make timely payments, or if there are changes of insurance coverage. Please discuss insurance coverage changes as soon as possible with me to prevent billing conflicts. If your insurance plan, for whatever reason, makes the decision of withholding payment for the services rendered, you are responsible for making payments for those services.

VIDEO SESSIONS/PHONE SESSIONS

At this time I am offering Video session. They may not be covered by your insurance plans. You are responsible for direct payment of these sessions and confirming with your insurance their eligibility.

Juhee Jhalani, Ph.D.

If you have questions or concerns about the above terms please discuss them with me before signing this form or initiating treatment. I will be happy to address them.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Print Name _____

Sign Name _____ Date _____

Witness _____

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