

NYC COUNSELING PLLC

Psychotherapists

80 Fifth Avenue

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10011

PSYCHOLOGIST-CLIENT AGREEMENT

This section 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 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 we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which follows these Office Policies and is included as part of the services agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we has provided you with this information at the end of our first session.

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 the signature page of the intake form, your signature will represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless we has taken action in reliance on it, 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 has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, we will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, we 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:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your clinical record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that we employ administrative staff. In most cases, we 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 and contractors have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my written permission.
- We have contracts with accountants, an answering service, computer technicians and consultants, and a transcriptionist. As required by HIPAA, we 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 you wish, we can provide you with a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If a client threatens to harm himself/herself, we 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 we are 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 my professional services, such information is protected by the psychologist-patient privilege law. We 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, we may be required to provide it for them.
- If a client files a complaint or lawsuit against me, we may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, and we are providing treatment related to the claim, we must, upon appropriate request, furnish copies of all medical reports and bills.
- There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in my practice

- If we have a reason to believe that a child has been abused, the law requires that we file a report with the appropriate governmental agency, usually the Department of Family and Children's Services or the Department of Human Resources. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, we must report to an agency designated by the Department of Human Resources. Once such a report is filed, we may be required to provide additional information
- If we determine that a client presents a serious danger of violence to another, we may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we 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 we are not an attorney. In situations where specific advice is required, formal legal advice may be needed.

CLIENT RECORDS

The laws and standards of my profession require that we keep Protected Health Information (PHI) about you in your clinical record. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a healthcare provider) and we believe that access is reasonably likely to cause substantial harm to such other person 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 confusing to untrained readers. For this reason, we will 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 situations, we are allowed to charge a copying fee of \$.50 cents per page (and for certain other expenses like postage). If our office refuses your request for access to your records, you have a right of review (except for information provided to me confidentially by others) which we will discuss with you upon request.

Please note, if you are attending therapy with NYC Counseling and Associates ("the practice") for Couples therapy, the practice will keep one confidential record that documents our work as a couple (dates of sessions, progress notes, etc.). The contents of this medical record may not be released to any person without the written consent of both the undersigned clients, except as required or permitted by law.

CLIENT RIGHTS AND HIPAA

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of Protected Health Information. These rights include requesting that we amend your record; requesting restrictions on what information from your clinical record 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 accompanying HIPAA Notice form, and my privacy policies and procedures. we are happy to discuss any of these rights with you.

FEES, BILLING, AND PAYMENT

Individual Psychotherapy sessions are 45 minutes and billed at standard fee available by request or at the contracted insurance rate. Couples therapy sessions are 60 minutes in length. Session fees are payable at time of service unless alternative arrangements have been arranged. Fees will be reevaluated periodically.

Please note, that you will be responsible for paying the entire fee. Should a balance accrue and no payment is received, the practice reserves the right to seek remuneration by any means legally possible including, but not limited to, the retention of a collection agency.

The office will file your out-of-network insurance for reimbursement. If your insurance requires further clinical information either written or phone which takes more than 10 minutes, you will be billed for the clinicians time in 15 minute increments. This will also require a signed release of information form from the client before any information or clinical reviews are shared on your behalf.

SCHEDULING

The practice has 2 scheduling policies. The most common is a regularly scheduled appointment. This is highly recommended for both clinical and logistical reasons. Therapy is most effective when it is done consistently, which happens much more with a regularly scheduled time than with ad hoc scheduling. Any changes to regularly scheduled appointments, terminations or rescheduling the time, need to be discussed in person in session (and not outside of session or by other means of communication). Clinically it is very important that anything, even if it is apparently purely logistical, be discussed in person.

The less common policy is sessions scheduled ad hoc. This tends to happen at the beginning of therapy, until a mutually agreed upon time is found, and for additional sessions during crises or as needed. This way of scheduling can be more challenging both because the practice has limited ad hoc appointments available and will often have to reschedule an ad hoc session if that time slot gets filled regularly.

Whichever scheduling policy you and the practice and Associates have decided to follow, you are financially responsible for all scheduled appointments unless 24 hour notice is given by patient of their inability. If you are not able to make it in person for your appointment, whether it be due to sickness, travel, weather or any other conflict or restriction, you are always welcome to do a session by phone or video.

The office is always closed on New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The office is also closed when the therapist is out-of-the-office—the dates of which you will be advised

EMERGENCIES AND AFTER HOUR CALLS

While we may be in the office during typical business hours, we do not answer the telephone if we are with a client. The office manager will be available to answer the office phone between 9:00am and 9:00pm Monday through Friday. If the office manager does not answer, you will be able to leave a message on the voicemail system. You can expect your call to be returned, normally within the same day, if you leave a message under these circumstances.

The office number is: (646) 791-9444

If you call when the office is closed or on the weekend, your call will be returned the day the office reopens if it is a routine matter like scheduling an appointment or asking questions about your bill or insurance payments. If you have an EMERGENCY, every attempt will be made to return your call in a timely manner, however it remains your responsibility to take care of yourself. If you are unable to

INSURANCE

With licensed clinical psychotherapists, the practice is recognized by most every insurance company as a credible mental health care provider. Because the practice feels that participating in managed care requires them to compromise their focus on patient care, the practice chooses not to be a participating provider on any insurance plans.

YOUR SATISFACTION IS IMPORTANT

We hope that you will be happy with what is happening in therapy! However, if you are ever dissatisfied with your sessions, or have questions, then the practice hopes you will speak with us so we can respond to your concerns. Your thoughts will be taken seriously and treated with care and respect. You may also request that your therapist refer you to another therapist and are free to end therapy at any time after discussing it in therapy with your therapist.

You have the right to:

- Considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.
- Ask questions about any aspect of the therapy and about NYC Counseling or their associates' specific training and experience.

CONSENT TO PSYCHOTHERAPY

Your signature indicates that you have read this Agreement and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form described above and consent to treat.

Name

Date

Please see the next page to fill out patient information

Patient Demographics

Today's Date:		SSN:		
PATIENT INFORMATION				
Patient's Last Name:		First Name:	Marital status:	
Birth date:		Age:	Sex:	
Address	City		State, Zip	
Cell Phone No.	Home/Work Phone Number:		Email Address:	
How do you plan to pay for your sessions?				
Cash		Check	Credit Card	
IN CASE OF EMERGENCY				
Name of local friend or relative (not living at same address):		Relationship to patient:	Cell Phone:	Other Phone no.: