



Universal Counseling, LLC

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Name: _____

File #: _____

PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT

Welcome to Universal Counseling, LLC. This document (the Agreement) contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPAA requires that Universal Counseling, LLC 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 Universal Counseling, LLC obtain your signature acknowledging that you have been provided this information. Although these documents are long and sometimes complex, it is very important that you read them carefully, and we can discuss any questions you may have. 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 the therapist unless Universal Counseling, LLC has taken action in reliance on it; if there are obligations imposed on Universal Counseling, LLC 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 therapist and patient, and the particular problems you are experiencing. There are many different methods your therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. It calls for a very active effort on your part.

Psychotherapy can have benefits and risks. Since therapy often involves discussing difficult aspects of your life, you may experience uncomfortable feelings. 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.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what the 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 your therapist. Therapy involves a commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about your therapist's procedures, you should discuss them whenever they arise. If your doubts persist, Universal Counseling, LLC will help you set up a meeting with another mental health professional for a second opinion, if you wish.

MEETINGS

Universal Counseling, LLC normally conducts an assessment that will last from 1 to 3 sessions. During this time, we can both decide if your therapist is the best person to provide the services you need in order

to meet your treatment needs. If psychotherapy is begun, your therapist will generally schedule one 45-minute session per week at a time agreed upon, although some sessions may be longer or more frequent.

PROFESSIONAL FEES

The fee for professional services at Universal Counseling, LLC is \$120.00, including report writing, telephone conversations, 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 Universal Counseling, LLC. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for that professional time, including preparation and transportation time. Universal Counseling, LLC charges \$150.00 per hour for attendance at any legal proceeding.

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. Insurance companies do not provide reimbursement for cancelled sessions.

CONTACTING YOUR THERAPIST

Due to the work schedule, your therapist may not be immediately available by telephone. He/she 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 your therapist of sometimes when you will be available. In after-hours emergencies, you may page the therapist on call by following the directions on the voice mail message at 505-859-7734. If you are unable to reach your therapist and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the therapist on call. If your therapist will be unavailable for an extended time, he/she may provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, Universal Counseling, LLC can only release information about your treatment to others if you sign an Authorization form that meets certain legal requirements. 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:

- Universal Counseling, LLC may occasionally find it helpful to consult other health and mental health professionals. During a consultation, Universal Counseling, LLC makes every effort to avoid revealing the identity of our patients. The other professionals are also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless they feel that it is important to your work together. The therapist will note all consultations in your chart.
- You should be aware that Universal Counseling, LLC practices with other mental health professionals and employs administrative staff. In most cases, your therapist may need to share protected information with these individuals for clinical or 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 received special training on how to protect your privacy and have sworn not to release any information outside of the practice without the permission of a professional staff member.
- Universal Counseling, LLC may also have contracts with business associates, such as bookkeepers and accountants. As required by HIPAA, Universal Counseling, LLC has formal business associate contracts 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, Universal Counseling, LLC can provide you with the names of these organizations and/or a blank copy of this contract.

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

There are some situations in which Universal Counseling, LLC is 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 your diagnosis and treatment, such information is protected by the therapist-patient privilege law. Your therapist cannot provide any information without your (or your personal or legally-appointed representative's) 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 your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, Universal Counseling, LLC may be required to provide it for them.
- If a patient files a complaint or lawsuit against the therapist, Universal Counseling, LLC may disclose relevant information regarding that patient in order to defend the therapist and/or Universal Counseling, LLC.

There are some situations in which Universal Counseling, LLC is legally obligated to take action. When a therapist determines it is necessary to attempt to protect a patient or others from harm, Universal Counseling, LLC may have to reveal some information about a patient's treatment. These situations are uncommon in Universal Counseling, LLC's practice.

- If your therapist knows or has reasonable cause to believe that a child under 18 is an abused or a neglected child, the law requires that your therapist immediately report the matter to an appropriate governmental agency, usually the Child, Youth and Family Department in the county where the child resides. Once such a report is filed, Universal Counseling, LLC may be required to provide additional information.
- If your therapist has reasonable cause to believe that an incapacitated adult is being abused, neglected or exploited, Universal Counseling, LLC must immediately report that information to Adult Protective Services. Once such a report is filed, Universal Counseling, LLC may be required to provide additional information.
- If Universal Counseling, LLC believes that a patient presents a substantial and imminent risk of serious harm to another, Universal Counseling, LLC 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 a patient threatens a substantial risk or serious harm to himself/herself, Universal Counseling, LLC may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection

If such a situation arises, Universal Counseling, LLC will make every effort to fully discuss it with you before taking any action and Universal Counseling, LLC will limit their 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 you discuss any questions or concerns that you may have now or in the future with your therapist. The laws governing confidentiality can be complex, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that Universal Counseling, LLC keep Protected Health Information (PHI) 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 the therapist 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, Universal Counseling, LLC recommends that you initially review them in the presence of your therapist or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, Universal Counseling, LLC can charge a copying fee of \$.25 per page (and for certain other expenses). If Universal Counseling, LLC refuses your request for access to your records, you have a right of review, which your therapist will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that Universal Counseling, LLC 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and Universal Counseling, LLC's privacy policies and procedures. Your therapist will be happy to discuss any of these rights with you.

MINORS & PARENTS

In the case of minor children, signing this Agreement provides authorization to treat my child. Patients 14 years of age and older have the right to consent to and receive individual psychotherapy and information about that treatment cannot be disclosed to anyone without the child's agreement. Parents have the right to review the records of children under 14 unless the therapist decides that such access is likely to injure the child, or you and the therapist agree otherwise. Since parental involvement in therapy is important, it is the policy of Universal Counseling, LLC to request an agreement between a minor-aged patient 14 to 18 years old and his/her parents, allowing the therapist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless the therapist feels that the child is in danger or is a danger to someone else, in which case the therapist will notify the parents of that concern. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and do his/her best to handle any objections he/she may have.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless your therapist agrees otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, Universal Counseling, LLC may be willing to negotiate a fee adjustment or payment installment plan.

For returned checks we assess a \$25.00 insufficient fund charge. If your account has not been paid for more than 120 days and arrangements for payment have not been agreed upon, Universal Counseling,

LLC has 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 the disclosure of otherwise confidential information. In most collection situations, the only information Universal Counseling, LLC releases regarding a patient's treatment is his/her 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

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Universal Counseling, LLC will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Universal Counseling, LLC will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, Universal Counseling, LLC is willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel they need more services after insurance benefits end. You and your therapist may discuss the options you have under such circumstances.

You should also be aware that your contract with your health insurance company requires that your therapist provide it with information relevant to the services that are provided to you. The therapist is required to provide a clinical diagnosis. Sometimes the therapist is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, Universal Counseling, LLC 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, Universal Counseling, LLC has no control over what they do with it once it is in their hands. Universal Counseling, LLC will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that the therapist can provide requested information to your insurance carrier.

"I hereby authorize the release of medical information to my insurance company. If insurance claims are filed through this office, I authorize medical benefits for those services to be paid to this office."

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your therapy. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above unless prohibited by contract.

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.

Client Signature

Date

Parent or guardian signature if client is under 18 yrs

Date

Relation to client