

COUNSELOR-CLIENT AGREEMENT

Welcome to Choosing Joy! We look forward to working closely with you to help you choose joy through whatever challenges you may be facing! This document (the Agreement) contains important information about our professional services, and our billing policies. It also contains summary information about federal laws protecting your right to privacy and your rights with regard to the use and disclosure of your Protected Health Information (PHI) used for treatment, payment, and health care operations. Federal law requires that we provide you access to a Notice of Privacy Practices (the Notice). The Notice, Section II of this form, explains use and disclosure of your personal health information in greater detail. The law requires that we obtain your signature acknowledging that we have provided you with access to this information.

Although these documents are long and sometimes complex, it is very important that you read them carefully. You can discuss with your counselor any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between you and Choosing Joy LLC. You may revoke this Agreement in writing at any time. That revocation will be binding on Choosing Joy LLC unless we have taken action in reliance on the Agreement before receipt of the revocation; if there are obligations imposed on us 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.

I. COUNSELING SERVICES

Counseling / psychotherapy varies depending on the personalities of the client and counselor, as well as the particular problems we are addressing. Our overarching goal is to help you achieve healing, growth, and fulfillment. Even so, many different methods may be used to help you achieve your personal counseling goals within this frame work.

Counseling requires a collaborative or team effort, including a very active effort on your part. In order to be successful, you will have to work on your identified goals both during our sessions and at home.

Counseling can have benefits and risks. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anxiety, and frustration. On the other hand, counseling has also been shown to have many benefits. It often leads to better relationships, solutions to problems, improvements in your mood, increased self-confidence, and spiritual growth. There are no guarantees regarding what you may experience.

Whether you choose individual or family counseling, the first two to four sessions are normally used as an evaluation and stabilization period. During this time, you and your counselor can both decide if s/he is the best person to provide the services you need in order to meet your goals. Your counselor may also address with you some of the stressors adversely affecting your mood and functioning, and will form some initial impressions of a treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with your him or her. Counseling involves a large commitment of time, energy, and money, so you'll want to be careful about the counselor you select.

If counseling continues, your counselor will usually want to schedule one session per week, although on occasion sessions may be more frequent. For individuals, sessions may range from 50 to 75 minutes (scheduled in 60-minute or 90-minute increments). For couple or family counseling, 75 minute sessions are strongly recommended if at all possible.

II. NOTICE OF PRIVACY PRACTICES

The law protects the privacy of all communications between a client and a counselor / psychotherapist. In most situations, your counselor can only release information about your personal counseling to others if you sign a written Authorization form. In other situations, only your written consent, in advance, is required. Your signature on this form provides consent for those activities, as follows:

- Consultation with other health and/or mental health professionals. During a consultation, a counselor will make every effort to avoid revealing the identity of clients. The other professionals involved are also legally bound to keep the information confidential.
- Disclosure of some protected information with administrative staff for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. Our administrative staff are bound by the same rules of confidentiality.
- Communications with third party payors, such as insurance companies, clergy, and the Utah Department of Rehabilitation Services. We have a formal business contract with these parties, 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 client threatens to harm him/herself, a counselor 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 in which Choosing Joy LLC is permitted or required by law to disclose information without either your consent or Authorization. These situations are unusual in our practice:

- If your counselor and/or Choosing Joy LLC has reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law requires that we immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, we may be required to provide additional information.
- If your counselor and/or Choosing Joy LLC has reason to believe that any vulnerable adult has been subjected to abuse, neglect, abandonment, or exploitation, we are required to immediately notify Adult Protective Services. Once such a report is filed, we may be required to provide additional information.
- If a client actively threatens to harm him/herself, or another identifiable person, your counselor and/or Choosing Joy LLC is required to take protective actions. These would likely include notifying the potential victim and contacting the police, and/or seeking hospitalization for the client.
- As required by court order.
- Upon request of a government agency for health oversight activities.
- In case of a lawsuit filed by a client against your counselor and/or Choosing Joy LLC.
- If you as a client file a worker's compensation claim.

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.

III. SCHEDULING AND BILLING

Counseling sessions are generally scheduled in either 60-minute or 90-minute increments. Please note: A 60-minute appointment includes 50 minutes of talk time, plus 10 minutes for noting; a 90-minute appointment similarly allows for 75 minutes face-to-face, and 15 minutes noting. Billing rates are as follows:

Insurance pay:

60 minutes:

Out-of-Network \$130.00 for initial session, \$110.00 for all others, contact your insurance for co-pay amount

In-Network Varies by contract, call your insurance for co-pay amount

90 minutes:

Generally not covered by insurance. See above for 60-minute increment rate, then add \$50.00 for self-pay or \$45.00 for clergy pay, for last 30 minutes.

Self-pay:

60 minutes: \$100.00

90 minutes: \$140.00

Clergy pay:

60 minutes: \$90.00

90 minutes: \$125.00

Payment is due at the beginning of your appointment. Please note there is a \$1.50 additional charge for credit or debit payments. If you elect to pay by check, please be aware that there is a \$35 returned check fee.

On occasion a client may desire counseling sessions which are shorter or longer in duration than the times specified above. If this is the case, payment schedules will be agreed to in writing at the time these services are requested.

Other professional services outside of therapy are generally not covered by insurance, and are billed at the self-pay rate of \$100 per hour (or \$90 if client is clergy-pay). Your counselor will break down the hourly cost as needed. These services may include report writing, telephone conversations lasting longer than 10 minutes, consultations with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of Choosing Joy LLC. Payment schedules for these services will be agreed to in writing when they are requested.

Missed Appointments or Late Cancellations:

Your appointment hour is reserved specially for you. *Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation; we cannot bill your insurance company or a third party (such as clergy or the Department of Rehabilitation Services) for a missed appointment. The responsibility for knowing the date and time of your appointment is solely yours. Rates for missed appointments are as follows:*

Self-pay or insurance-pay 50% of normal payment due
(i.e. \$50.00 for a 60-minute, or \$70.00 for a 90-minute)
Clergy pay 30 % of normal payment
(i.e. \$30 for 60-minute, or \$41.25 for 90-minute)

If missed appointments or late cancellations occur frequently, we reserve the right to discontinue providing services.

Other Important Information About Insurance and Billing:

If you are using your insurance for payment, please contact your insurance company and check your benefits prior to your first appointment. Also, please bring your insurance card to your first appointment.

The billed rate for clients with insurance varies based on insurance contracts. When we have no contract with your insurance, the default billed rate is \$110.00, with the exception of the initial appointment, which is billed at \$130.00. Your co-pay is due at the beginning of your appointment. If you do not know the amount of your co-pay and/or if you do not have your insurance card with you, a minimum amount of \$60 is required until this information can be ascertained.

You are responsible for your entire bill. Choosing Joy LLC will bill your insurance company or another third party payor (such as clergy) as a courtesy to you; however, you are still ultimately responsible for the entire bill, including any balance that your insurance company or third party payor does not cover. You agree that if we bill a third party, payment will be made directly to Choosing Joy LLC. Please bring a written statement signed by the party who has agreed to pay your bill stating that they will take responsibility for payment, and what portion they will pay. Without a signed agreement from the third party you will be billed for the services rendered in their entirety.

Our office manager can send a statement to you periodically which will reflect estimated co-pay and balance, if requested.

If we are unable to secure payment from a third party within a reasonable time, we will expect the full payment from you. If the balance is not paid by the end of 60 days, we have the option of employing a collection agency to secure the payment. You will be responsible for all collection and legal fees incurred in the course of recovering the unpaid balance of your account. You also understand that the collection activity may result in the loss of the right to privileged communication.

If your case requires any legal action by Choosing Joy LLC, you agree to pay all fees associated with our time spent traveling to and from court, expert witness fees, time spent in writing letters, talking to attorneys and any additional miscellaneous fees. Because of the difficulties associated with legal involvement, we charge \$200 per hour for preparation for and attendance at any legal proceedings. The filing rate is \$100 per hour.

IV. PROFESSIONAL RECORDS AND RELATED RIGHTS

The laws and standards of the mental health profession require that Choosing Joy LLC keeps 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 your counselor confidentially by others, you may examine and/or receive a copy of your Clinical Record, if requested in writing. If Choosing Joy LLC refuses your request, you have the right to appeal our decision. Because your professional records contain clinical information that may be in some situations confusing or upsetting to you, we recommend that you initially review them in the

presence of your counselor. In most situations, we are allowed to charge a copying fee of \$.50 per page. If we refuse your request for access to your records, you have the right of review (except for information supplied to us confidentially by others), which your counselor will discuss with you upon request.

You also have the following rights with regard to your clinical record or protected health information: the right to request an amendment to your record; the right to request restrictions on what information in your Clinical Record is disclosed to others; the right to request an accounting of most disclosures of protected health information to which you have neither consented nor authorized; the right to determine the location to which protected information disclosures are sent; the right to have any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. Your counselor would be happy to discuss any of these rights with you.

V. MINORS AND PARENTS

Clients under 14 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 unless your counselor decides that such access is likely to injure the child. Additionally, since parental involvement in counseling is important, it is our policy to request an agreement between a minor client between the ages of 14 and 18, and his/her parents, allowing your counselor to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Your counselor can also provide parents with a summary of their child's treatment when it is complete, if requested. *Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case your counselor will notify the parents of our concern.* Before giving parents any information, we will discuss the matter with the minor, if possible, and do our best to handle any objections he/she may have.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. It also serves as an acknowledgment that you have been provided the opportunity to read and understand the Notice of Privacy Practices explained above.

I have read and understand the policies described above. I have discussed the policies with _____ . I understand and agree to all the policies above.

Client Signature

Date

Parent or Guardian (if applic)

Date

Counselor Signature

Date