



Clinical Mental Health Counselor

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SERVICES AGREEMENT SUMMARY

Psychotherapy

- There are expected benefits but no guarantees for psychotherapy.
- Assessments may take up to 4 sessions.
- Sessions are usually scheduled weekly and last 45 minutes unless otherwise agreed upon.
- Psychotherapy works best when:
 - Clients attend their sessions on a regular basis
 - The client and therapist have a good therapeutic relationship.
- I will keep a Clinical Record and a set of Psychotherapy Notes. It is my intention that the Psychotherapy Notes are private, only to be seen by me (see Records, page 5).

Billing

- Rates are listed on page 3 of the Services Agreement.
- I charge a retainer equal to a session fee, due at the beginning of the first session, and to be returned at the conclusion of treatment if there is no outstanding balance.
- Fees are due at the beginning of each session and may be paid by cash, check, or credit card (no debit cards).
- A \$25 discount is offered for private pay clients who read and sign the Services Agreement and the Intake Form.
- I charge for report writing and other services listed in Services Agreement.
- If private pay and insurance clients fail to show up to a session without giving 48 hours notice of cancellation, they will be charged the full private pay rate for the session (unless they are paying with Medicaid).
- There is no retainer for Medicaid clients.
- Medicaid clients who fail to give 48 hour notice of a cancellation break their Services Agreement and will, at my discretion, be referred to Medicaid for another provider.
- Medicaid clients must provide a Medicaid card and *documentation of the renewal date*.
- We will bill your insurance company or other third-party payer as a courtesy to you, but you are still responsible to pay, if your payer doesn't cover our billed fees.

Confidentiality

- Please read *Insurance, Medicaid and Confidentiality* and *Limits on Confidentiality* on page 5.
- Children under 14 years of age do not have confidentiality rights in New Mexico. We ask most parents of those children to waive that right in the interest of positive treatment gains.
- Insurance companies and Medicaid sometimes demand to see notes and always ask for a diagnosis. I do all I can to keep your records safe but can't guarantee what happens to them once they leave my office.

Parental Role in the Therapy of their Adolescent

See page 7.

SERVICES AGREEMENT

This document contains important information about my professional services and business policies. Please feel free at any time to ask me any questions about this document. 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; 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.

Professional Qualifications

I am a Licensed Professional Clinical Counselor in the state of New Mexico. I have a Masters Degree in counseling from Webster University in St. Louis, Missouri. I adhere to the American Counseling Association code of ethics and the professional standards of the New Mexico state licensing law.

Psychological Services

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist and client and the particular problems clients 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 between sessions. And you will need to attend session on a regular basis. If you cannot make a commitment to attend a mutually agreed upon set time, the chances of a successful outcome diminish.

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.

Our 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 our work will include. If you decide to continue therapy, we will be able to develop a treatment plan within the first several visits. Please 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, we 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 for a second opinion or referral.

Sessions

I normally conduct an evaluation that will last from 1 to 4 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. Should we both decide that it will be beneficial for you to work with me, I typically schedule one 45-minute session (one appointment hour of 45 minutes duration) per week at a time that we agree on, although some sessions, by mutual agreement, may be longer or more frequent.

Professional Fees

	At time of service	If any type of private pay billing is done
Initial intake	\$125	\$135
45 minute session	\$100	\$110
75 minute individual session	\$125	\$135

45 minute couples session	\$115	\$125
75 minute couples session	\$190	\$200
90 minute couples session	\$230	\$240
Retainer	Same as session fees (see below for details)	
Court appearances	\$250 per hour (see below for details)	
Other services	\$125 per hour (see below for details)	

If you fill out this form along with the intake form posted on my web site and fax them to me 24 hours prior to your first session, the initial intake fee drops to \$100. Fees may be paid by cash check or credit card. If you use a credit card there will be a processing fee equal to \$1 for each \$30 on the card. My credit card company does not accept debit cards.

Other Professional Services

Retainer

I require a retainer paid in cash or check or credit card at the start of the first session. The amount of this retainer is the fee for a weekly session. The fee, less credit card processing will be returned to you when your therapy is concluded.

Court Appearances

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 \$250 per hour for preparation and attendance at any legal proceeding (this would include waiting to testify).]

Services

Other services include report writing, telephone conversations lasting longer than 10 minutes, (not covered by insurance) 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.

Appointments and Cancellations

The time scheduled for your session is set-aside for you. If you are late, you will be seen for the time remaining in your appointment, but charged the full rate. If you miss a session without canceling, or if you cancel with less than **48 hours notice**, you will be billed for that time at the same rate as your session fees.

Please note that insurance will not pay for missed or less-than-48-hour notice cancellations. Therefore, you are responsible for paying these fees.

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise. 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. In most collection situations, the only information I release regarding a client'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 or Other Third Party 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. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. Thus, 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. Of course, I will provide you with whatever information I can, based on my 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, I will be willing to call the company on your behalf.

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 clients feel that they need more services after insurance benefits end.

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 sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

Medicaid

If you are covered by Medicaid and intend to use it to pay for your treatment, you must show evidence at your first session that you are covered. A valid Medicaid card along with documents showing the annual expiration date will suffice.

If you are covered, we will bill your Medicaid insurance company for you. It is your responsibility to keep your Medicaid coverage up to date. If your Medicaid runs out before we are finished with your treatment. It is possible we would not know for several months, and possibly accruing a large bill for your services for which you are responsible. If you allow your Medicaid to lapse, I will charge you my standard rate for any unpaid sessions.

For those using Medicaid, by law, you will not be charged for missed sessions. However, if you don’t give me 48 hours notice of cancellations or if you miss too many sessions to make progress or if you don’t show up at all, I will, at my discretion, refer you to other providers or back to Medicaid for other referrals.

Insurance, Medicaid and Confidentiality

Should you choose to use insurance or Medicaid to pay for your services, you should also 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. At the very least 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. 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 databank. I will provide you with a copy of any report I submit, if you request it. By signing this agreement, you agree that I can provide requested information to your carrier.

Limits on Confidentiality

The law protects the privacy of all communications between a client and a counselor. 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 state law and/or HIPAA. However, there are some situations where I am permitted or required to disclose information without either your consent or authorization such as situations involving information about child abuse, vulnerable adult abuse, court order, serious threats to health or safety, and worker's compensation. 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.

Contacting Me

I am often not immediately available by telephone when I am in session. However, after hours I am available on a 24-7 basis most of the time. When I am unavailable, my telephone is answered by voice mail that I monitor frequently throughout the day. 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 unable to reach me and feel that you cannot wait for me to return your call, contact the Agoura Hot Line at (505) 277-3013, or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. Another option is for you to call your primary care physician or psychiatrist.

Records

You should be aware that, pursuant to HIPAA, I keep protected health information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Exceptions would be if I conclude that disclosure could reasonably be expected to cause danger to the life or safety of the client or any other individual or that disclosure could reasonably be expected to lead to the client's identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate. 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 situations, I charge a copying fee 50 cents per page after that, and a \$15 clerical fee. I may withhold your Record until the fees are paid. The exceptions to this policy are contained in the following Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they *cannot* receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that knowledge of the health care information would be injurious to your health or the health of another person, or could reasonably be expected to lead to your identification of an individual who provided the information in confidence and under circumstances in which confidentiality was appropriate, or contain information that was compiled and is used

solely for litigation, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law.

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. Since privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually my policy to request an agreement from the parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with 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 he/she may have.

Parents' Role in the Therapy of Their Adolescent

A therapeutic relationship with an adolescent fosters positive change. It takes a mind to change a mind. A therapeutic relationship is comprised of four elements: safety, confidentiality, non-judgment and affirmation.

Once the free and protected space of the therapeutic relationship is in place, adolescents are inclined to talk freely about their true feelings. This sometimes threatens parents. They may think that the therapist needs to know their side of the story, or that it is disloyal for their adolescent to talk about them or they become resentful or jealous of the relationship their son or daughter has with the therapist. In spite of these challenges, it is only when this safe relationship is in place that the therapist can positively influence the adolescent.

If parents cannot tolerate their adolescent talking freely with or building a safe and trusting relationship with the therapist, *it is better not to begin therapy than damage the adolescent by withdrawing them from the therapy before it is completed.* For this reason I only work with adolescents with a commitment of parental support.

Parents are able to provide three of the four elements of a therapeutic relationship: safety, confidentiality, and affirmation. The fourth element, non-judgment, is more difficult since boundary setting and evaluation are part of parental responsibility. The therapist doesn't have to hold the same boundaries or do any direct evaluating, there-by making the relationship easier to develop.

In addition to supporting the therapeutic relationship, parents can help with their adolescent's environment. Most adolescents spend the bulk of their time at home and school. The cause of an adolescent's problems is often found in one or both of those places. At some point I may wish to talk to people at school about the school environment or to parents about the home environment. Should either of those needs arise, I will need parental cooperation and support to help an adolescent.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.

Name

(Please Print): _____ Signature: _____ Date: _____

Second Name

(Please Print): _____ Signature: _____ Date: _____

RECEIPT of HIPAA NOTICE VERIFICATION

By signing my name here I am indicating that I have received the notice about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new client rights with regard to the use and disclosure of my Protected Health Information (PHI). I understand that this Notice explains HIPAA and its application to my personal health information.

Name

(Please Print): _____ Signature: _____ Date: _____

Second Name

(Please Print): _____ Signature: _____ Date: _____

Received by: _____

Date: _____

Insurance or Other Third Party Billing

By signing my name here I am indicating that I understand that Bill Jacobs LPCC will bill my Insurance company or other third-party payer and that I am responsible for any unpaid fees.

Name

(Please Print): _____ Signature: _____ Date: _____

Second Name

(Please Print): _____ Signature: _____ Date: _____

Waiving Parents' rights to Psychotherapy Notes

My child _____ is under 14 years of age. I realize I have legal right in New Mexico to his or her records. In the interest of my child's success in therapy, I waive my rights to his or her Psychotherapy Notes only, but not to his or her Clinical Record or other documents offered in this agreement.

Name

(Please Print): _____ Signature: _____ Date: _____

Second Name

(Please Print): _____ Signature: _____ Date: _____