

John W. Steele, Ph.D., Licensed Psychologist
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PSYCHOLOGIST-CLIENT DISCLOSURE STATEMENT AND SERVICES AGREEMENT

Welcome to my practice. This document (the Agreement) contains information about my professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides privacy protections and client rights regarding 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. 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 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 to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

LISTING OF MY PROFESSIONAL LICENSE, DEGREES, TRAINING AND EXPERIENCE

- Licensed Psychologist (since 1990), currently licensed by State of Colorado, License # 2878
- Ph.D., (Doctorate) Clinical and School Psychology, University of Toronto, 1989
- MA (Masters Degree) Clinical and School Psychology, University of Toronto, 1984
- BA (Bachelors Degree), Psychology, York University, Toronto, 1976
- Adult Clinical Postdoctoral Internship, Buffalo Psychiatric Center, Buffalo, NY, 1988/89
- Child-Clinical Predoctoral Internship: C.M. Hincks Treatment Centre, Toronto, 9/85-8/86
- In private practice as a Licensed Psychologist since 1990, providing psychological assessment and psychotherapy to adults, adolescents and children
- Trained and experienced in a variety of therapeutic methods including cognitive-behavioral, psychodynamic, solution focused, person centered, focusing oriented and mindfulness-based

EXPLANATION OF LEVELS OF LICENSING

A Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. A Licensed Social Worker must hold a masters degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a bachelors degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical masters degree and meet the CAC III requirements. A Registered Psychotherapist is registered with the State Board of Registered Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

BEGINNING AND ENDING THERAPY

Psychotherapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. For this reason you are invited to interview me to ask about my clinical training, professional experience, credentials, therapeutic orientation, methods and policies. 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 impressions of what our work will include and a treatment plan to reach your goals. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If you have persisting doubts, it may be helpful set up a meeting with another mental health professional for a second opinion.

Psychotherapy is not easily described. It varies depending on the personalities of the therapist and client, 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 a very active effort on your part. In order for the therapy to be successful, you will have to work on things we talk about both during our sessions and at home. 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. There are no guarantees of what you will experience.

You have the right to end therapy at any time. It is best if this decision is made in consultation with your therapist so that ample time can be devoted to reflecting together on your progress and tying up any loose threads. I also reserve the right to discontinue meeting with you if you do not keep agreements with me, including your financial responsibilities.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client 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 will not reveal the identity of my client. 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 our work together. I 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).
- I may contract with various insurance companies and a credit bureau. As required by HIPAA, I must 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, I can provide you with the names of these organizations or 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 him or her self, I may be obligated to seek hospitalization for him or her, or to contact family members or others who can help provide protection.

There are 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-

client 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 client files a complaint or lawsuit against me, I may disclose relevant information regarding that client to defend myself.

There are 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 client's treatment. These situations are unusual in my practice:

- If I receive information in my professional capacity from a child or the parents or guardian or other custodian of a child that gives me 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 client communicates an immediate threat of serious physical harm to an identifiable victim, I may be required to take protective action. This may include notifying the potential victim, contacting the police, or seeking hospitalizing the client.

If such a situation arises, I will make every effort to discuss it with you before taking 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 we 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. Some of the exceptions to the general rule of legal confidentiality are listed in the Colorado statutes (C.R.S. 12-43-218) and in the Notice of Privacy Practices you were provided. You should be aware that provisions concerning confidential communications do not apply to any delinquency or criminal proceedings, except as provided in section 13-90-107 C.R.S. I will do my best to identify to you situations where the rule of confidentiality does not apply if such situations arise during therapy.

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 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 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 circumstances, I am allowed to charge a copying fee of 75 cents per page (and for certain other expenses). If I refuse your request for access to your records, you have a right to a review.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights regarding 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 a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures.

The Colorado Department of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists and other licensed and unlicensed individuals who practice psychotherapy. The agency within the department that has specific responsibility for licensed and unlicensed psychotherapists is the Department of Regulatory Agencies, Mental Health Section. The Board of Psychologist Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, or (303) 894-7800. In a professional relationship such as ours, clear boundaries need to be maintained. For example, sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the Department of Regulatory Agencies, Mental Health Section.

INSURANCE REIMBURSEMENT [this section is relevant only if you are using your health insurance to help cover my fees]

If you have a health insurance policy, it will usually provide limited coverage for mental health treatment. If I am not on the provider panel for the managed care insurance company that covers your mental health treatment, you may still be able to have your insurance reimburse you for some portion of my fees. It is important to understand that there are disadvantages to using managed care insurance benefits to help cover the cost of psychotherapy. 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 clients feel that they need more services after insurance benefits end.

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. I am required to provide a clinical diagnosis. In rare cases 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.** I will help you 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.** 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 would be willing to call the company on your behalf. Once we have all 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 have the option of paying for my services yourself to avoid many of the complications and problems described above. Increasingly, people are not using insurance to pay for psychotherapy due to concerns about confidentiality, choice of therapist and control of treatment decisions.

CONTACTING ME

If you choose to communicate with me by email, you are advised to limit your messages to logistical matters such as scheduling appointments and I will respond to you accordingly. However, **communicating with me by email is not recommended because emailing is not secure and confidentiality may be breached.** Also, my response time by email is likely to be slower. When I am not immediately available by phone my voice mail will take messages. I will make every effort to return your call on the same day you make it, except for evenings, weekends, holidays and vacations. In case of a clinical emergency, if you do not hear back from me promptly, and you feel you are facing a life-threatening situation, always call 911 or go to a nearby hospital emergency department.

FEES

Therapy sessions generally run about 45 minutes, leaving me the remainder of the appointment hour to complete paperwork and any necessary phone calls regarding our work together. **My standard hourly fee for psychological services is \$140 for each visit, unless you request that your fee be set according to a sliding scale**, based on factors such as your family income and the number of people supported by this income. Please note that if you are using insurance your co-payment and the payments I receive from your insurance company are determined by your insurance plan and may be different than the fees set out in this agreement. Besides weekly appointments, I charge my standard hourly fee for other professional services you may need, though I break down the hourly cost if I work for periods of less than one hour. Other services include report writing, phone conversations lasting longer than 5 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 me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300 an hour for my professional time spent in consultations with attorneys, report writing, preparation and attendance at any legal proceeding and any other duties I perform relating to such legal matters.

BILLING AND PAYMENTS

You will be expected to pay for each session *by cash or check* at the time it is held. Unless we agree otherwise or unless you have insurance coverage that requires another arrangement, fees not paid at the time of the visit will be subject to a late penalty fee of \$10. Accounts not paid within 30 days will be subject to additional late penalty fees of \$10/month. If your account has not been paid within 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 or 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.

CANCELLED/MISSED APPOINTMENTS

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide **at least 24 hours notice of cancellation**. Insurance companies do not provide reimbursement for cancelled sessions. **Missed appointments are charged at the full session rate. Appointments cancelled or rescheduled within 24 hours are billed at half the hourly fee.**

HIPAA Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

As a Psychologist, I may *use* or *disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*”
 - *Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when I obtain reimbursement for your healthcare. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within my [office, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my [office, clinic, practice group, etc.], such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. “*Psychotherapy notes*” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If, in my professional capacity, a child comes before me which I have reasonable cause to suspect is an abused or maltreated child, or I have reasonable cause to suspect a child is abused or maltreated where the parent, guardian, custodian or other person legally responsible for such child comes before me in my professional or official capacity and states from personal

knowledge facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child, I must report such abuse or maltreatment to the statewide central register of child abuse and maltreatment, or the local child protective services agency.

- **Health Oversight:** If there is an inquiry or complaint about my professional conduct to the State Board for Psychology, I must furnish to the Colorado State Board, your confidential mental health records relevant to this inquiry.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is privileged under state law, and I must not release this information without your written authorization, or a court order. This privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. I must inform you in advance if this is the case.
- **Serious Threat to Health or Safety:** I may disclose your confidential information to protect you or others from a serious threat of harm by you.
- **Worker's Compensation:** If you file a worker's compensation claim, and I am treating you for the issues involved with that complaint, then I must furnish to the chairman of the Worker's Compensation Board records which contain information regarding your psychological condition and treatment.

IV. Client's Rights and Psychologist's Duties

Client's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide individuals with a revised notice by mail.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may talk to me directly about it or you may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 14, 2003.

I, John W. Steele, Ph.D., reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice by mail or email.

End of HIPAA Notice

PHONE COMMUNICATION

I may need to contact you by phone regarding scheduling or other matters. If calling you at home or at work and leaving a brief message for you would present a problem regarding confidentiality, it is important that you let me know beforehand.

- May I call you at home? Yes No
- May I call you at work? Yes No
- May I leave a message at home? Yes No
- May I leave a message at work? Yes No

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED THE ATTACHED DISCLOSURE STATEMENT, SERVICES AGREEMENT, AND HIPPAA NOTICE, THAT YOU HAVE BEEN OFFERED AN OPPORTUNITY TO READ IT AND HAVE YOUR QUESTIONS ANSWERED TO YOUR SATISFACTION.

YOUR SIGNATURE ALSO INDICATES THAT YOU AGREE TO ITS TERMS AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

PLEASE FEEL FREE TO DISCUSS ANY QUESTIONS OR CONCERNS THAT MAY ARISE.

Client's Signature

Client's Name (please print)

Date

Clinician's Signature

John W. Steele, Ph.D., Licensed Psychologist

Clinician's Name

Date