

## Client Services Agreement

Welcome to my practice. This document contains important information about my professional services and business policies.

This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new client 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. HIPPA 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 HIPPA 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 at the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. Please read them carefully and jot down any questions you might have so that we can discuss them at our next meeting.

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.

### **Psychological Services:**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you bring forward. 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 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 benefits for people who go through it. 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 session 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 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 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.

**My Training and Approach to Therapy:**

I earned a Master's and Doctorate in Clinical Psychology from Regent University in 2005. Regent University is an APA accredited institution. I am also a licensed psychologist in the state of Colorado #3408. My areas of specialty include individual and marriage counseling. My approach to therapy is eclectic where I pull the best from each theoretical paradigm based on the needs of my client, such as cognitive-behavioral, client-centered, and psychodynamic therapy.

**Meetings:**

I normally meet with clients once a week or more if needed. Eventually, the sessions are spread out to once every two weeks, once a month, etc. This is done to ensure long-term change. Each session will last for approximately 45 minutes. We both commit to being punctual for our meetings so that we can make the most of our time together. If re-scheduling is necessary, you are required to provide me with a 24 hour advanced notice. Each time you re-schedule without a 24 hour advanced notice, you will be required to pay a \$150 late fee.

**Professional Fees:**

The fee is \$150 per session and is due by cash or check made out to myself at the time of service. If you would like to use insurance, you would pay me full fee and then I provide a paid bill for you to submit to your insurance company. I'm out of network so most insurance companies will reimburse around 50%, which would bring the net fee down to \$75. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services may include report writing, telephone conversations, attendance at meetings with other professionals you have authorized, 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 my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$175 per hour for preparation and \$225 per hour for attendance at any legal proceeding.

**Billing and Payments:**

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested.

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. If such legal action is necessary, its costs will be included in the claim.

**Contacting Me:**

I can most easily be reached through my email account at dr.wyatt@marriagecounselingboulder.com or phone at 303-596-6836. I will make every effort to return your phone call or email within 24-48 hours, with the exception of weekends and holidays. While email communication is welcome, please be warned regarding your confidentiality; internet email is not a secured medium and privacy cannot be ensured. In case of an emergency, please call 911, the 24 hour crisis hotline at 303-441-0400, or go to the nearest emergency room and ask for the mental health clinician on call. I don't answer any therapy related questions through online communication.

### **Confidentiality:**

In general, law protects the privacy of all communications between a client and a psychologist, and I can only release information about our work to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPPA. 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 make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you do not 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).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement...
- If a client threatens to harm himself/herself, I 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 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 my professional services, the psychologist-client privilege law protects such information. I cannot provide any information without your written authorization, or a court order. If you are involved 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 am required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, I am required to submit a report to the Worker's Compensation Division.

There are some 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 have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions that would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate government agency. Once such a report is filed, I may be required to provide additional information.
- If a client communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such persons and/or notify an appropriate law enforcement agency; and/or take other appropriate actions including seeking hospitalization of the client.

If such a situation arises, I will make every effort to discuss it fully with you before taking any 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 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.

### **Professional Records:**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals 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 my professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and 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 situations, I am allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

In addition, I also 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 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 and are stored in a secured area. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

**Client's Rights:**

HIPPA 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 I 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 attached Privacy form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

**Minors and Parents:**

Parents and clients under 15 years of age who are not emancipated should be aware that the law may allow parents to examine their child's treatment records, unless I decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their 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. 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 the 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.

Colorado law states that minor children ages 15-18 have the legal right to seek mental health treatment with or without out parental consent. The law states that parents who hold legal custody of a minor child do have the right to be informed that the child is receiving mental health services, but in the case of a child 15 or older who legally consents to treatment on their own behalf, the parents do not have the right to know the specific content of the treatment.

**COLORADO NOTICE FORM**

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**

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 we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
- Payment is when we obtain reimbursement for your healthcare. Examples of payment are when we 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 our 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 your clinician's office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

\*"Disclosure" applies to activities outside of your clinician's office, such as releasing, transferring, or providing access to information about you to other parties.

### **II. Uses and Disclosures Requiring Authorization**

Your clinician 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. We would also need to obtain an authorization before releasing your "psychotherapy notes". "Psychotherapy notes" have a very limited definition under HIPAA rules, and would be notes made about analyses of conversations during a private, group, joint, or family counseling session, which would be kept separate from the rest of your medical record. It is our office practice not to keep "psychotherapy notes" under this definition. Your diagnosis and relevant treatment information, symptoms complaints and information about progress are maintained in "Progress Notes" which document your care.

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) we 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**

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

- \*Child Abuse: If we know, or have reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver or other person responsible for the child's welfare, the law requires that we report such knowledge or suspicion to the Colorado Department of Child and Family Services.
- \*Adult and Domestic Abuse: If we know, or have reasonable cause to suspect, that a vulnerable adult (disabled or elderly) has been or is being abused, neglected, or exploited, we are required by law to immediately report such knowledge or suspicion to the Central Abuse Hotline.
- \*Health Oversight: The Colorado Board of Psychology has the power, when necessary, to subpoena relevant records should your clinician be the focus of an inquiry.
- \*Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis or treatment and the records thereof, such information is privileged under state law, and your clinician will not release information without the written authorization of you or your legal representative, or a subpoena of which you have been properly notified and you have failed to inform us that you are opposing the subpoena or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- \*Serious Threat to Health or Safety: When you present a clear and immediate probability of physical harm to yourself, to other individuals, or to society, your clinician may communicate relevant information concerning this to the potential victim, appropriate family member, or law enforcement or other appropriate authorities.
- \*Worker's Compensation: If you file a worker's compensation claim, your clinician must, upon request of your employer, the insurance carrier, an authorized qualified rehabilitation provider, or the attorney for the employer or insurance carrier, furnish your relevant records to those persons

#### **IV. Patient's Rights and Psychologist's Duties**

Patient'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, your clinician is 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, we 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 our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. On your request, we will discuss with you the details of the request 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. Your clinician may deny your request. On your request, your clinician 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 regarding you. On your request, your clinician 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 us upon request, even if you have agreed to receive the notice electronically.

**Psychologist's Duties:**

- \*Your clinician is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- \*Your clinician reserves the right to change the privacy policies and practices described in this notice. Unless your clinician notifies you of such changes, however, your clinician is required to abide by the terms currently in effect. If your clinician revises their policies and procedures, your clinician will provide all current clients with a written copy of the revision to its policies and procedures at the time of your next appointment after the revisions are made, or by U.S. mail in the event that you are not available for receipt of the revisions in office.

**V. Complaints**

If you are concerned that your clinician has violated your privacy rights, or you disagree with a decision your clinician has made about access to your records, you may contact Wyatt Fisher at 303-596-6836

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request

**VI. Effective Date, Restrictions and Changes to Privacy Policy**

This notice will go into effect on 4/14/03. Revised 08/12/03

Your clinician reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that your clinician maintains. Your clinician will provide you with a revised notice by the time of your next appointment after the revisions are made, or by U.S. mail in the event that you are not available for receipt of the revisions in office.

**ACCEPTANCE FORM**

Your signature below indicates that you have read this Agreement and hereby give Informed Consent to treatment. I understand that Protected Health Information (PHI) held by clinicians for the purpose of providing requested services to me will be handled in accordance with the HIPAA Privacy Rule, which affords me specific rights and responsibilities regarding my PHI. This agreement indicates my commitment to enter into treatment, and my understanding of the basic ideas, goals, and methods of this therapy. I consent to keep my provider up to date about any changes in my symptoms or situation that may impact the success of treatment. I understand that as we evaluate progress periodically, these goals may change and new goals may be agreed upon to serve my long-term best interest. I understand that if I elect to terminate treatment, I agree to schedule a closing session with my provider to discuss my progress, outcomes of treatment, and any further clinical recommendations.



I have read and understand the above information and understand my rights as a client.

\_\_\_\_\_  
Client or Guardian Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Provider:

Date: \_\_\_\_\_

### **Mandatory Disclosure Statement**

1-Wyatt Fisher, Psy.D.  
703 Walnut St.  
Boulder, CO 80302  
303-596-6836

2-My degrees include:

- \*Licensed Psychologist in the state of Colorado #3408
- \*Doctorate in Clinical Psychology from Regent University in 2005
- \*Masters in Clinical Psychology from Regent University in 2003
- \*Bachelors in International Affairs from the University of Colorado at Boulder in 1998
- \*Certified Coach from the Transformational Leadership Coaching School in 2003

3-The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The Board of Psychologist Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, 303-894-7800. As to the regulatory requirements applicable to mental health professionals; a Licensed Clinical Social Worker, A Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a master's 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 master's 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 1 (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience. A CAD II must complete additional required training hours and 2,000 hours of supervised hours and 2,000 hours of supervised experience. A CAC III must have a bachelor's 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 master's 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.

4-Client Rights and Important Information:

a-You are entitled to receive information from me about my methods of therapy, the techniques I use, the duration of your therapy (if I can determine it), and my fee structure. Please ask if you would like to receive this information.

b-You can seek a second opinion from another therapist or terminate therapy at any time.

c-In a professional relationship (such as ours), 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.

d-Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the therapist is a licensed marriage and family therapist, a licensed social worker, a licensed professional counselor, a licensed psychologist, or an unlicensed psychotherapist. If the information is legally confidential, the therapist cannot be forced to disclose the information without the client's consent.

Information disclosed to a licensed marriage and family therapist, a licensed social worker, a licensed professional counselor, a licensed psychologist, or an unlicensed psychotherapist is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates.

There are exceptions to the general rule of legal confidentiality. These exceptions are listed in the Colorado statutes (C.R.S. 12-43-218). You should be aware that provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in section 13-90-107 C.R.S. There are exceptions that I will identify to you as the situations arise during therapy.

5-If you have any questions or would like additional information, please feel free to ask.

I have read the preceding information and understand my rights as a client.

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Client Signature and Date

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Provider Signature and Date