

Caroline M. Roy, LCSW
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PSYCHOTHERAPIST - PATIENT SERVICES AGREEMENT

Welcome to my practice! This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices, which 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 this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next session. We can discuss any questions you have about the procedures at that time. 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 upon me excepting any prior action(s) taken in accord with the conditions of the agreement; 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.

ABOUT ME

Caroline M. Roy, MSW, LCSW; degrees, experience and certifications: University of Minnesota (Morris) Degrees in Psychology and Human Services; University of Denver, Master of Social Work (MSW); Anoka Vocational School, Farrier Science Certification, Anoka, Minnesota; Past Executive and Founding Director of Rocky Mountain Equi-Rhythm, Boulder, Colorado; Past Associate Professor at Naropa University in the areas of Family Systems Therapy and Equine Therapy, Boulder, Colorado; Equine Assisted Psychotherapy Training (Hacienda Tres Aguilas, LTD); Mind, Energy, Body Psychotherapy Training; Post Masters Fellowship at the University of Colorado Boulder's Wardenburg Health Center Psychiatry and Psychology Department; Eye Movement Desensitization and Reprocessing (EMDR) and Dialectical Behavior Therapy (DBT) certified; Yoga Instructor Certificate; Colorado State Licensed Clinical Social Worker (LCSW) Licensure #1287.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and patient, and the 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. For the therapy to be most successful, you will have to work on things we talk about 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. But there are no guarantees regarding 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 and a treatment plan to follow, should you decide to continue with therapy. You should evaluate this information, along with your own opinions as to whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy; 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.

MEETINGS

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 service you need in order to achieve your treatment goals. If psychotherapy is begun, I will usually schedule one 50 minutes session (one appointment hour of 50 minutes duration) per week at a time we agree upon, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, I will try to find another time to reschedule the appointment.

PROFESSIONAL FEES

My hourly psychotherapy fee is \$125.00 per office session and \$150 per equine session, unless we have established an alternative fee. When an alternative fee is agreed upon, it will be recorded in an Alternative Session Fee Agreement addendum to this document. In addition to weekly appointments, I charge these amounts for other professional services you may need, although I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, 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. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time allocated to my participation, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding.

Payment is due in full at the time of the session or upon receipt of billing for other professional services that you require, or that is required regarding you by others. For those whose sessions are covered by insurance, full payment of any applicable co-pay is required at the time of the session. You are also required to make timely payment for any session fees that your insurance company refuses to accept responsibility for. Please make checks payable to Caroline M. Roy, LCSW. Each check that is returned because of insufficient funds will result in a charge to you of \$15, plus any applicable bank charges. Credit card payments are also accepted. It is your responsibility to file any coverage claim information required by your insurance company in a timely manner. In cases where your insurance company does not pay me directly and instead directs session cost reimbursement to you, it is your responsibility to pay my session fees and to collect any reimbursement due you from your insurance company.

CONTACTING ME

Because I am frequently not in my office during workdays, e.g., when I am at an equine facility, my business telephone is a cellular phone. Due to my work schedule, I am often not immediately available by telephone. While I am often in my office or at the equine facility between 9am and 5pm, I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voicemail that I monitor frequently. I will make every effort to return your call on the same day you make it, excepting weekends and holidays. You may also email me. I will make every effort to provide timely responses to your email, but I do not regularly monitor or respond to email on weekends and holidays. If you are difficult to reach, please inform me of dates/times when you will be available. If I will be unavailable for an extended time, I can provide you with the name of a colleague to contact, if necessary. In the event of an emergency, call 911 or go to the nearest emergency room and ask for the therapist on call. In the event of an emotional health crisis, Boulder County resources are: Mental Health Partners Crisis Line 1-844-493-8255; or text TALK to 38255. There is also a 24/7 Walk-In Crisis Center at 3180 Airport Rd., Boulder, CO.

LIMITS ON CONFIDENTIALITY

Federal and State laws protect the privacy of communications between a patient and a therapist. 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 make every effort to avoid revealing the identity of my patient. 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 psychotherapy notes which are Personal History Information (PHI; for more on PHI see page 4 under "Professional Records").

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

If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/ her, or to contact family members or others (e.g., police) who can help or 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, such information is protected by the therapist-patient 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 patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which I am legally obligated to act, e.g., when I believe action is necessary to attempt to protect others from harm, and I may have to reveal some information about a patient's treatment. These situations are unusual in my experience. If I have reason to believe that a child has been abused, the law requires that I report the abuse to the appropriate governmental agency, usually the Boulder County Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information.

If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person (other than by accidental means) or has been neglected or exploited, I must report these circumstances to the appropriate governmental agency, usually the Boulder County Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information.

If I determine that a patient presents a danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the patient.

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

PROFESSIONAL RECORDS

The law and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. With some exceptions, you may examine and/or receive a copy of your Clinical Record if you request to do so 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. A summary of HIPAA guidelines regarding access to Protected Health Information follows:

- Protected Health Information (PHI) is the individually identifiable health information contained in my records about you.
- Generally, you have the right to access and inspect, and obtain copies of, your PHI. There are two exceptions:
 - Psychotherapy Notes. These are notes recorded (in any medium) by a mental health professional documenting or analyzing the contents of conversation during a private counseling session and that are separated from the rest of your medical record.
 - Information compiled in anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.
- Your request for PHI must be in writing, dated, and signed by you.
- You may request that your PHI be provided directly to another person. Your request must clearly identify the person you would like your PHI sent to, and clearly identify where to send the copy of your PHI. Your request to send your PHI to another person must be in writing, dated, and signed by you.
- Your request for PHI may be denied based upon reviewable or non-reviewable grounds.
- A denial of a PHI request must be provided in writing.
 - You may be denied access to PHI without the opportunity for review if your request is for Psychotherapy Notes, records subject to the federal privacy act, or for records obtained from a person other than a health care provider under a promise of confidentiality.
 - You may request a review of a denial to your PHI when the denial is based upon your health care professional's determination that access to the PHI is reasonably likely to endanger your life or safety, or that of another person; the PHI makes reference to another person and your health care professional determines that access to the PHI is reasonably likely to cause substantial harm to that other person; the request for access is made by your personal representative and your health care professional determines that provision of the information is likely to cause substantial harm to you or another person.
- If your access to PHI is denied based upon reviewable grounds you have the right to have the denial reviewed by a licensed health care professional who is designated by your health care professional, and who did not participate in the original decision to deny. Your health care professional must provide or deny access in accord with the decision of the reviewing official.
- Your request for PHI must be acted on no later than 30 days after receipt of your signed, written request.
- Information that is the subject of a PHI request must only be provided once.

- Reasonable, cost based fees may be assessed for the provision of PHI. Fees can only include the cost of any labor required to produce PHI, the cost of supplies for creating paper or electronic copies of PHI, the cost of postage if the PHI is to be mailed to you or another, the cost of time/labor spent preparing a summary of PHI if you agree to and request such a summary.
- Written requests for PHI should be delivered to Caroline M. Roy, LCSW in person, or sent to Caroline M. Roy, LCSW by mail to P.O. Box 1017, Niwot, CO 80544.
- For more information see 45 CFR § 164.524.

PATIENT RIGHTS

HIPAA provides you with several rights regarding your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; your requesting restrictions on what information from your Clinical Record is disclosed to others; your requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; your 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 paper copies of this Agreement and my practice's HIPAA privacy policy.

MINORS & PARENTS

In general, the law allows parents to examine treatment records of their children under 12 years of age unless I believe that doing so would endanger the child or we (the parents and I) agree otherwise. Colorado Revised Statute (CRS) 12-245-203.5, which took effect on May 19, 2019, grants minor children 12 years of age or older the right of consent regarding release of their medical records. Accordingly, a minor child 12 years of age or older may legally refuse to allow his/her parents or guardians access to their Clinical Records. Additionally, the statute grants minors 12 years of age or older the right to seek provision of psychotherapy services without the consent of their parents. While federal law (HIPAA) preempts *contrary* state laws, state laws that are supportive and stricter than federal laws are exempted from preemption. CRS 12-245-203.5 appears to fall into this category and may be enforceable notwithstanding HIPAA's general guidelines. As of this writing, the relationship between Colorado's new statute and HIPAA requirements has not been commented on by the U.S. Office for Civil Rights, nor has it been the subject of litigation.

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 their 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 such 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.

ADDITIONAL INFORMATION

The practice of licensed and unlicensed persons and certified school psychologists in the field of psychotherapy is regulated by the Colorado Department of Regulatory Agencies (DORA). If you have a grievance against a psychotherapist, the address for the Grievance Board is Colorado Department of Regulatory Agencies, Division of Social Work, 1560 Broadway, Suite 1350, Denver, CO 80202. You may also reach them by telephone at 303-894-7800.

Colorado law requires me to inform you that in a professional relationship such as that between a client and therapist, sexual intimacy is never appropriate. If sexual intimacy occurs in such a relationship, it should be reported to the Colorado Department of Regulatory Agencies, at the address listed in the previous paragraph.

Available on my website is a copy of a flyer provided by the U.S. Office for Civil Rights (OCR) entitled "Your Health Information Privacy Rights". Please review the document for a summary of your rights and to learn how you can access more information on this topic.

ATTESTATION & CONSENT

I have read this Agreement and have been informed of Caroline M. Roy's educational background and degrees, specialized training and credentials. I have also read and understand my rights as a client as described in this Agreement and agree to the policies and practices described herein. I have also been given a copy of the practice's privacy. I consent to therapy, including evaluation, treatment and/or referral. A copy of this document has been given to me for my records.

Caroline M. Roy, MSW, LCSW

Date_____

Client Signature (parent or guardian for a minor)

Date_____

Parent or Guardian

Date_____

Parent or Guardian

Date_____

I give Caroline M. Roy, LCSW permission to thank the person who referred me.

Referring Person_____

Client Signature

Caroline M. Roy, LCSW
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**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT
ADDENDUM 1; CUSTODY INFORMATION FOR MINOR CHILD**

Child's name: _____ Age _____

Biological/Adoptive Mother _____

Address: _____

Phone (H): _____ Cell: _____ Work: _____

Biological/Adoptive Father _____

Address: _____

Phone (H): _____ Cell: _____ Work: _____

Are the parents of this child divorced? _____

Who has legal custody of this child?

What are the specific court ordered custody arrangements for this child?

Is yours a Blended Family? Y/N _____

Is there a current court order for child custody orders? If so, please provide me with a copy of that document prior to the beginning of therapy sessions. The first therapy session will not be scheduled until I receive the document.

Please note that for a minor child to be seen in therapy, including family/sibling sessions, both parents must provide written consent allowing the child to be in therapy.

Exception: Colorado law allows minors 12 years of age or older to seek psychotherapy services *without* parental consent in some circumstances. Please see Addendum 3 of this Agreement for more information.

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**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT
ADDENDUM 2; ALTERNATIVE SESSION FEE AGREEMENT**

After discussion of my financial circumstances, Caroline M. Roy, LCSW and I have agreed that my fees for therapy sessions will be \$_____ per session until further notice. I understand that this alternative fee agreement may be revoked at the sole discretion of Caroline M. Roy, LCSW at any time.

Any change in my therapy fees as identified in this addendum will not take effect until, I have received, or should have received, written notification of the change. Notification may be given via email or certified mail delivery.

I have read and understand this Addendum for Alternative Fee Agreement and agree to the session fee and conditions specified herein.

Caroline M. Roy, MSW, LCSW

Date _____

Client Signature (parent or guardian for a minor)

Date _____

Parent or Guardian

Date _____

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**PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT
ADDENDUM 3; MINOR'S REQUEST for PSYCHOTHERAPY SERVICES**

STATUTORY FOUNDATION

1. Colorado Revised Statute (CRS) 12-245-203.5, which took effect on May 19, 2019, allows mental health professionals to provide psychotherapy services to minors 12 years of age or older with or without the consent of the minor's parent or guardian if the mental health professional determines that the minor is knowingly and voluntarily seeking such services, and the provision of psychotherapy services is clinically indicated and necessary for the minor's wellbeing. Under these circumstances, minors have the right of consent regarding release of their medical records. Accordingly, such a minor child 12 years of age or older may legally refuse to allow his/her parent or guardian access to their clinical records.
2. Minors seeking such services must provide a written and signed statement indicating that the minor is voluntarily seeking psychotherapy services.
3. While federal law preempts *contrary* state laws, state laws that are supportive of, and stricter than, federal laws are exempted from preemption. CRS 12-245-203.5 appears to fall into this category and may not be preempted by HIPAA guidelines. As of this writing, the relationship between Colorado's statute and HIPAA requirements has not been commented on by the U.S. Office for Civil Rights, nor has it been the subject of litigation.

MINOR'S ATTESTATION & CONSENT

I have read this Agreement document, including the "Statutory Foundation" section of its Addendum 3. I hereby attest that I understand its content; or that I have had its content explained to me such that I understand it. Furthermore, I attest that I am a minor, 12 years of age or older, and that I am VOLUNTARILY seeking psychotherapy services. I understand that I will not be provided psychotherapy services unless Caroline M. Roy, LCSW believes they are clinically indicated and necessary for my wellbeing.

I have been informed of Caroline M. Roy's educational background and degrees, specialized training and credentials. I also understand my rights as a client as described in this Agreement and agree to the policies and practices described herein. I have also been given a copy of the practice's HIPAA privacy policy. I consent to therapy, including evaluation, treatment and/or referral. A copy of this document has been given to me for my records.

Caroline M. Roy, MSW, LCSW

Date_____

Minor Client Signature

Date_____

Minor Client Birthdate