

Client Services Agreement and Notice of Privacy Practices

Welcome to my practice Set Free Play Therapy. I am so encouraged you are interested in finding the care your child needs. 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 federal law that provides privacy protections and 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. 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 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. Then, feel free to 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.

Play Therapy Services

Play therapy is the most effective form of counseling for children, as play is their form of emotional expression, and the language they use to express and resolve inner conflicts. With rich imaginative minds children unfold their stories and feelings symbolically with the toys and creative mediums available to them. This process allows them to both heal and embrace themselves with acceptance. There might be aspects of play therapy used with adolescents as well, but talk therapy will also be employed for teenagers.

The play therapy process and outcome vary depending on the unique personality, and particular situation of each client. There are many different methods I may use given the clients needs, but generally find non-directive reflection to be the most empowering, as it allows the child the autonomy to open up and explore their process at their own pace.

Play therapy has both benefits and risks. Since play therapy often involves exploring unpleasant aspects of the clients life, they may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness on their journey to healing. On the other hand, play therapy has also been shown to have major benefits for clients who follow through with the process. Therapy often leads to

better relationships both with family members and peers, as well as, resolve of distressing emotions and behavior as the client works through and breaks free from the experiences or internal process that were previously hindering them. However, there are no guarantees of what each client will experience.

Our first session will not involve the client, but instead be used to thoroughly understand the child or adolescents background and evaluate what is needed with their guardians. By the end of the intake and evaluation, I will be able to prepare to see the client and begin treatment in following sessions, if you decide I am a good fit and to continue with therapy. I ask that the client is not present for the first intake session, both so you can decide if I am someone you feel comfortable introducing into their lives, and so they understand they are my focus moving forward.

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. However I prefer to explain to guardians of my clients insight into the themes we are working on without breaking the trust and confidentiality I have with my client. 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 in Clinical and Mental Health Counseling from Denver Seminary in May of 2017. Denver Seminary is a CACREP accredited institution. I am a LPC (Licensed Professional Counselor), my license number is LPC.0016116. My areas of specialty include play therapy with children, as well as individual talk therapy with adolescents. My approach to therapy is eclectic where I pull the best from each theoretical paradigm I practice based on the needs of my client, such as non-directive client-centered, cognitive-behavioral, and sand tray therapy approaches. I also am a Christian and integrate faith based counseling to the degree clients bring this forth in session- I never impose these beliefs on clients of any belief system.

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 50 minutes. We both commit to being punctual for our meetings so that we can make the most of the time I have with the client. If re-scheduling is necessary, you are required to provide me with a 24 hour advance notice. Each time you reschedule without a 24 hour advance notice, you will be required to pay a fee that matches your regular rate.

Professional Fees

Our decided upon fee per session is due by cash or check made out to myself at the time of service. 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 \$125 per hour for preparation and \$125 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 carly@setfreeplaytherapy.com or phone at 720-449-6736. 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 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:

- Being unlicensed requires me to have my cases overseen by my supervisor C. Blair Skinner, MS, LMFT license number is MFT-655. What she and I discuss is confidential and the information will only be used in order to best benefit my service in treatment. If you object, I will be unable to see the client until licensed.
- Occasionally I 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.
- Except for certain minors, incompetent clients, or involuntary clients, PHI cannot be provided to family members without the client's consent. When parents are divorced, Colorado law allows any parent who has been assigned parental responsibilities access to medical records. Therefore, in compliance with C.R.S. §14-10-123.8, you authorize me to provide access to treatment information to such an individual by authorizing me to provide services to a child in your custody. Under Colorado law, C.R.S. § 14-10-123.8, parents have the right to access mental health treatment information concerning their minor children, unless the court has restricted access to such information. In situations where family members are present during a discussion with the client, and it can be reasonably inferred from the circumstances that the client does not object, information may be disclosed in the course of that discussion. However, if the client objects, protected health information will not be disclosed.

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:

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- 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 there is a risk to national security, or if they need information to protect political figures

If such a situation arises, I will make every effort to discuss it fully with you before taking any action, unless I believe it is completely necessary not to, 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 Therapy 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 Therapy 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

HIPAA 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 Counselors 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 healthcare 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. 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 Carly Keaten 720-449-6736

You may also file a written complaint with the United States Secretary of Health and Human Services by sending your complaint to the Office of Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 515F, HHH Bldg., Washington, D.C. 20201. Carly Keaten will not retaliate against you if you take such action.

VI. Effective Date, Restrictions and Changes to Privacy Policy

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.

Guardian Signature

Date

Provider

Date