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### **PSYCHOTHERAPIST – Patient Services Agreement (Colorado)**

Welcome to my practice. This document 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 new federal law that provides new privacy protections and new 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 for use and disclosure of PHI treatment, payment and health care operations. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of the session. 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 treatment will vary, depending on the personalities of the psychotherapist and the client, and the particular presenting issues. Therapy is most successful when the client is engaged actively, participating in each session and applying what is learned in daily life. Psychotherapy can have its benefits and risks. Since therapy 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 also has been shown to have many benefits in the reduction of difficult feelings and improved quality of life, but there are no guarantees of what you will experience.

### **MEETINGS**

Our initial meetings will be for the purpose of evaluation and intake. I normally conduct 50 minute sessions. Together we will determine the goals of therapy and make sure that you are comfortable with direction and therapeutic tools we will be using. I am willing to take whatever time is needed to explain my treatment modalities and professional orientation. Should there be any doubt by either you or myself regarding our ability to work together to achieve the intended outcomes, I will refer you to other therapists that may be a better fit for your needs. Therapy involves a large amount of time, money and energy, so you should be well informed regarding the therapist you select and feel comfortable working with them.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychotherapist. 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, advanced consent. Your signature on the 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

don't object, I will not tell you about these consultations unless I feel that it is important to your work together.

- If a client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members if others who can help provide protection.

There are some situations where I am permitted 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 psychotherapist-patient privilege law. 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 workers compensation claim, I am required to submit a report to the Workers 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 clients 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 which would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental 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 governmental agency. Once 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 person, I must make an effort to notify such person, and/or notify an appropriate law enforcement agency, and/or take other appropriate action including seeking hospitalization of the client.

If such a situation arises, I will make every effort to discuss it 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 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 laws and standards of my profession require that I keep Protected Health Information about you in you Clinical Record. 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 copy fee of \$1.00 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right to review, which I will discuss with you upon request.

**PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosure 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 you records, and the right to a paper copy of this Agreement. I am happy to discuss any of these rights with you.

**MINORS AND PARENTS**

Patients under 15 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child’s treatment records, unless I decide that such access is likely to injure the child. Because the 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 the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

**Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgement that you have received the HIPAA Notice noted in this form.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date