

Allied Psychology and Sleep Services
Jennifer Durst, Ph.D., ABPP
Board Certified Clinical Psychologist
445 Union Boulevard, Suite 221
Lakewood, CO 80228
720-399-8979
drdurst@alliedpsyandsleep.com
www.alliedpsyandsleep.com

PSYCHOLOGIST-CLIENT AGREEMENT

Welcome to my practice. You have taken a very positive step by deciding to seek therapy. This document (the Agreement) contains important information about my professional services and business policies, including a description of the therapeutic process, the services I offer, and information about my fees, billing practices, cancellation policy, communications policy, and use of electronic health records. It also contains summary information about important privacy protections and the limits of confidentiality.

The therapeutic relationship is unique in that it is highly personal and, at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This Agreement will provide a clear framework for our work together. Please read this Agreement carefully and jot down any questions you might have so that we can discuss them. Indicate that you have reviewed this information and agree to it by signing your name at the end of this document.

PSYCHOLOGICAL SERVICES

Psychotherapy

The psychotherapy process varies depending on the personalities of the psychologist and patient, and the particular problems you hope to address. There are many different therapeutic methods I may use to deal with those problems. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. The outcome of your treatment depends largely on your willingness to engage in the process. In order for 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. Because therapy often involves discussing aspects of your life that are emotionally demanding, 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. However, there are no guarantees of what you will experience. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

Our first one to two sessions will involve a detailed clinical interview. We will discuss what brings you to therapy, and I will ask questions that will help me better understand your situation. Within the first 2 - 3 sessions, I will be able to offer you some first impressions of what our work together might include and outline a therapeutic 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. During this process, we can decide together if I am the best person to provide the services you need in order to reach your goals. I will also notify you if I believe that I am not the right therapist for you and, if so, give you referrals to other practitioners whom I believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very thoughtful about the therapist you select. During the evaluation period, I encourage you to voice any discomfort you may have with me or the therapeutic process, so that we can address it. If you ever have questions about my methods, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another psychotherapist or health-care professional for a second opinion.

Typically, psychotherapy sessions are scheduled weekly, although more or less frequent sessions can be scheduled depending on the individual situation. Sessions last 45 or 55 minutes, depending upon individual needs and schedule constraints. During the course of treatment, we will frequently revisit your initial goals and the treatment plan, and make any needed adjustments to session length or frequency, and/or therapeutic methods to make sure we are best meeting your needs.

Because therapy can involve emotional discomfort and change, you may at times feel the urge to leave therapy to rid yourself of your uncomfortable feelings. This urge is understandable because it is often human nature to resist experiencing discomfort and change. Because of this tendency and the importance of having a termination process in order to achieve some closure, I recommend that you participate in at least two termination sessions to avoid ending treatment impulsively or prematurely, or without a plan to move forward.

Should you fail to schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued. However, you are always welcome to return to treatment at any time.

Cognitive Behavioral Therapy for Insomnia (CBT-I)

For individuals seeking treatment for insomnia, many of the aspects of treatment described above still apply. CBT-I begins with an evaluation process and clinical interview to determine if this method of treatment is suitable for you. I will also assess for the presence of other sleep disorders and make appropriate referrals to other providers, if necessary (e.g., medical sleep specialist). If we agree that CBT-I is appropriate for you, treatment generally lasts for 4-6 bi-monthly (every other week) sessions after the initial evaluation. During the course of these sessions, we may uncover other issues in addition to your insomnia that you would like to address and, if so, we may agree to schedule additional sessions to focus on those issues. After the conclusion of CBT-I, it is helpful to schedule periodic check-in sessions to troubleshoot any problems and reinforce skills.

CANCELLATION AND LATE ARRIVAL POLICY

Once an appointment is scheduled, please know that I charge the full fee if you miss an appointment or cancel an appointment with less than 24 hours' notice. The therapy session lasts for the scheduled amount of time (45, 55, or 75 minutes). If you are late to the appointment, I still will have to end the session at the allotted time.

PROFESSIONAL FEES

A 45-minute session is \$140.00.

A 55-minute session is \$170.00.

A 75-minute session is \$200.00.

An initial diagnostic intake appointment (55 minutes) is \$200.00

I offer an initial 30-minute phone consultation session free of charge.

Note that If we meet more than the usual time, I will charge accordingly. In addition to weekly appointments, I charge this same rate for other professional services you may need, though I will prorate the cost if I work for periods of less than 45 minutes. Other professional services include educational presentations, testing, report writing, telephone conversations lasting longer than 15 minutes, phone calls with or attendance at meetings with other professionals you have authorized, preparation of 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 any professional time I spend on your legal matter, even if the request comes from another party.

BILLING AND PAYMENTS

You are 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 such services are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. Currently, I accept check, cash, and credit card for payment of services. If you would like to pay by credit card, I will keep your credit card information on file in my secure practice management system (SimplePractice) and you will need to sign a credit card-on-file agreement. Charges generally will be posted to your card on the day of or the day after services.

Insurance: At this time, I accept certain commercial insurances, as well as original Medicare and Medicare Supplement plans. I am not in-network with Medicare Advantage Plans, though some PPO plans will pay for out-of-network benefits. If you choose to use your insurance for payment, please note that I am unable to check your insurance benefits and coverage is not guaranteed. Along with your insurance information, I usually will collect credit card information from you in order to bill any deductible, co-payment, or co-insurance amounts. If you'd rather pay using a different method, please let me know. If you are required to satisfy your deductible before benefits apply, be aware that sometimes it will be more affordable for you to pay for services out-of-pocket and we can discuss this more before treatment begins. So you are not surprised by any potential costs to you, **I ask all insurance clients to check their insurance carrier to determine their mental or behavioral health benefits. Seeing my name listed on the insurance company website as an in-network provider is not a guarantee of coverage for my services, as different plans provide different benefits to subscribers and these lists are not always accurate. The questions you should ask your insurance company include: what is number of sessions allowed/covered, do I need to meet a deductible before behavioral health (psychotherapy) benefits apply, how much is that deductible, and if I have to satisfy my deductible before benefits apply, how much will each session cost?; do I have a co-pay or co-insurance fee for behavioral health benefits and how much is it?** If your insurance company asks for specific treatment CPT codes, the ones that I would use are 90791 (diagnostic evaluation), 90837 (55 minute psychotherapy), and 90834 (45 minute psychotherapy). **Please note that billing information, such as diagnostic and procedure codes, will be released with the Medicare/Supplement and commercial insurance billing process. Your signature on this document authorizes release of**

diagnostic and procedure codes and other billing information to Medicare and/or your insurance carrier.

If I do not accept your insurance, I can provide you with the paperwork you need to submit my charges to your insurance company for reimbursement back to you. In some situations, I can bill out-of-network insurance carriers for my services. However, please be aware not all insurance companies will reimburse for out of network provider services. Because you (not your insurance company) are responsible for full payment of my fees, it is very important that you find out exactly what mental health services your insurance policy covers.

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 hiring an attorney or collection agency to secure payment. The cost of such legal action will be included in the claim. In most collection situations, the only information I release regarding treatment is a client's name, the nature of services provided, and the amount due.

Surprise/Balance Billing Disclosure

Beginning January 1, 2020, Colorado state law protects you from "surprise billing," or "balance billing." These protections apply when:

- You receive covered emergency services, other than ambulance services, from an out-of-network provider in Colorado, and/or
- You unintentionally receive covered services from an out-of-network provider at an in-network facility in Colorado

This means that if you receive emergency services from an out-of-network provider in Colorado, you can only be billed for your insurance plan's in-network cost-sharing amounts, which are copayments, deductibles, and/or coinsurance. You cannot be billed for any other amounts.

Secondly, you cannot be charged more than your insurance plan's in-network cost-sharing amounts (i.e., copayments, deductibles, and/coinsurance) if you unintentionally receive services from an out-of-network provider in Colorado. The health care provider must tell you if you are at an out-of-network location or at an in-network location using out-of-network providers. **You have the right** to request that only in-network providers perform all covered medical services. If, for any reason, you receive care from an out-of-network provider, you cannot be billed for more than your in-network cost-sharing amount.

However, if you receive services from an out-of-network provider or facility or agency in ANOTHER situation, you may still be balance billed, or you may be responsible for the entire bill. If you intentionally receive nonemergency services from an out-of-network provider or facility, you may also be balance billed. **Please note that I am an out-of-network provider with all insurance plans except original Medicare and Aetna at this time. For all plans for which I am an out-of-network provider, you will be charged my entire fee even if it is higher than what your insurance plan reimburses to you. You are intentionally agreeing to this billing situation if you choose to work with me.**

*This law does NOT apply to ALL Colorado health plans. It only applies if you have a "CO-DOI" on your health insurance ID card.

Please contact your health insurance plan at the number on your health insurance ID card or the Colorado Division of Insurance with questions.

COMMUNICATIONS POLICY

Contacting Me

Because I am frequently in sessions with patients, I often am not immediately available by telephone. When I am unavailable, my telephone is forwarded to confidential voicemail that I monitor regularly, with the exception of weekends and holidays. I will make every effort to return your call within one business day. Messages left on Friday may not be returned until the following Monday. If you are difficult to reach, please inform me of some times when you will be available. Be aware that there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician, and/or call the Colorado Crisis Services at 1-844-493-8255 (or text TALK to 38255) or utilize one of their 24-hour walk-in locations (Lakewood location is at Union Square Health Plaza, 12055 W. 2nd Place). You may also access the Suicide Prevention Lifeline at 1-800-273-8255 or go to the or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended period of time, I will provide you with the name of a colleague to contact, if necessary.

Electronic Communication

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, I have prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of my profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

Email and Text Communications: I only use email communication and text messaging with your permission and only for administrative purposes unless we have made another agreement. This means that email exchanges and text messages with me should be limited to administrative matters. This includes things like setting and changing appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text. Therefore, I will not discuss any clinical information by email or text, and prefer that you do not either. If you wish to communicate with me about administrative matters by email or text, please inquire about the potential confidentiality risks of doing so. After discussing those risks, if you wish to communicate with me by email, I will ask you to complete a consent for non-secure communications form. Also, I do not regularly check my email or texts, nor do I respond immediately, so these methods **should not** be used if there is an emergency.

Client Portal: The secure practice management system I use (SimplePractice) uses a client portal, which I will invite you to access to complete paperwork, and provide you information regarding appointments and billing. When you are asked to complete contact information within the client portal, you can indicate your preferences to receive communications from me regarding reminders for appointments, and access to monthly billing statements and superbills to submit to your insurance. If you choose to receive email or text reminders, I will ask you to complete a consent for non-secure communications

form. If you need to send a file such as a PDF or other digital document, you can upload it under the “documents” tab of your client portal.

Telehealth Sessions: Please see the separate Informed Consent for Telepsychology for more information on these types of sessions.

Social Media: I do not communicate with or contact any of my clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

Websites: I have a website that you are free to access. I use it for professional reasons to provide information to others about me and my practice. You are welcome to access and review the information that I have on my website and, if you have questions about it, we should discuss this during your therapy sessions.

Web Searches: I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age, there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person, and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites. This is because it has a significant potential to damage our ability to work together.

It is important that we be able to communicate while also keeping the confidential space that is vital to therapy. If you have any questions or concerns about this policy, please feel free to discuss them with me.

GUIDELINES FOR EMERGENCY CARE

As a sole provider in an independent practice, I am unable to provide extensive or frequent emergency care. If you believe that you will need frequent emergency attention between scheduled sessions, please discuss this with me right away. In general, I will make every effort to respond to your needs in a timely manner during my regular office hours. If I am not available and you feel that you cannot wait for me to return your call, please contact your family physician, psychiatrist, or the nearest emergency

room and ask for the psychologist or psychiatrist on call. In the case of a medical emergency or any life-threatening situation, dial "911" for immediate assistance or go to the nearest emergency room. If you are in an emotional crisis, you can call the Colorado Crisis Services at 1-844-493-8255 (or text TALK to 38255) or utilize one of their 24-hour walk-in locations (see website for location and services: coloradocrisiservices.org). You may also access the Suicide Prevention Lifeline at 1-800-273-8255.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by the Health Insurance Portability and Accountability Act (HIPAA). I will provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of personal health information (PHI) for treatment, payment, and health-care operations. Please reference the Notice for more information about HIPAA.

Additionally, because your right to privacy and confidentiality is of the utmost importance to me, if we see each other accidentally outside of the therapy office, I will not acknowledge you first. I do not wish to jeopardize your privacy. If you acknowledge me first, I will be more than happy to speak briefly with you, but feel it is not appropriate to engage in any lengthy discussions in public or outside of the therapy office.

There are other situations regarding personal health information (PHI) that require only that you provide written, advance consent. Your acknowledgement of and signature on this Agreement provides consent for those activities, as follows:

- 1). 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 our work together. I will note all consultations in your Clinical record (which is called "PHI" in my Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information).
- 2). Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- 3). If a client expresses a plan or intent to harm themselves, I may be obligated to seek hospitalization for them, or to contact family members or others who can help provide protection.
- 4). There are some situations where I am permitted or required to disclose information without either your consent or authorization:
 - (a). 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-client privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
 - (b). If a government agency is requesting the information for health oversight activities, I am required to provide it for them.

(c). If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

5). There are some situations in which I am legally obligated to take actions that I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client's treatment. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

(a). 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.

(b). 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 (either Adult Protective Services or local law enforcement, depending on the at-risk person's age). Once such a report is filed, I may be required to provide additional information.

(c). 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 person; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of the client.

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 (PHI) about you in your 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 copying fee of \$0.10 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

Electronic Records Disclosure

I keep and store records for each client in a record-keeping system produced and maintained by SimplePractice. This system is "cloud-based," meaning the records are stored on servers which are connected to the Internet. Here are the ways in which the security of these records is maintained:

- I have entered into a HIPAA Business Associate Agreement (BAA) with SimplePractice. Because of this agreement, SimplePractice is obligated by federal law to protect these records from unauthorized use or disclosure.
- The computers on which these records are stored are kept in secure data centers, where various physical security measures, such as 24/7 security guards, are used to maintain the protection of the computers from physical access by unauthorized persons.

- SimplePractice also employs various technical security measures to maintain the protection of these records from unauthorized use or disclosure. Servers are protected by proximity readers and biometric scanners. SimplePractice employs bank level security and multiple layers of encryption. For more information on their security measures, please visit www.simplepractice.com/security.
- I have my own security measures for protecting the devices that I use to access these records. On my computer, I employ antivirus software and multiple passwords to protect the computer from unauthorized access, and thus to protect the records from unauthorized access.

Here are things to keep in mind about my record-keeping system:

- While SimplePractice and I both use security measures to protect these records, their security cannot be guaranteed.
- Some workforce members at SimplePractice, such as engineers or administrators, may have the ability to access these records for the purpose of maintaining the system itself. As a HIPAA Business Associate, SimplePractice is obligated by law to train their staff on the proper maintenance of confidential records, and to prevent misuse or unauthorized disclosure of these records. This protection cannot be guaranteed, however.
- SimplePractice keeps a log of my transactions with the system for various purposes, including maintaining the integrity of the records and allowing for security audits. These transactions are kept for as long as I continue to use SimplePractice. If I choose to delete my account, these logs will be permanently deleted.

CLIENT 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 health 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 Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Print Your Name

Signature

Date