

## **GrowthWorks Counseling, LLC**

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Growthworkscounseling.com

### **Outpatient Services Contract**

Welcome to GrowthWorks Counseling. This document contains important information about my professional services and business policies. Please read it carefully and ask any questions that you might have, so that we can discuss them. When you sign this document, it will represent an agreement between us.

This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protection and patient rights regarding 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 (this notice) for use and disclosure of PHI for treatment, payment, and health care operations. The full HIPAA notice is located in my office and explains HIPAA and its application to your PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information during our first session. Although these documents are long and sometimes complex, it is important that you read them carefully before our first session. We can discuss any questions you have about HIPAA at any time.

### **Services**

Psychotherapy is not easily described in general statements. It is different for each individual and depends on the personalities of each client and therapist, as well as the therapeutic needs and goals of each client. There are many different methods I may use to help you with your treatment goals. Psychotherapy is not like a doctor's visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about during our sessions and at home. Treatment may involve homework assignments between meetings.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, frustration, loneliness, and helplessness. However, psychotherapy has also been shown to have many benefits for those who participate in it, such as improved relationships, decreased distress, solutions to specific problems, improved functioning in specific areas, and overall improvements in life functioning. But, there are no guarantees of 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 that we will follow, if you decide to continue with therapy. You should evaluate this information when determining whether or not you will continue with me in therapy. Therapy can involve a large commitment of time, money and energy, so you should be very careful about choosing a therapist with whom you feel comfortable and connected. If, at any time, you determine that you do not feel comfortable with me as your therapist and do not wish to continue therapy with me, please let me know so that I may assist you in finding another therapist who is a better match for your personality and/or needs. If you have questions or concerns about my procedures or any other aspect of your treatment, we should discuss them whenever they arise.

### **Mission Statement**

In an era of increasing trauma, stress, and life adjustments, GrowthWorks Counseling will meet the needs of individuals and businesses interested in a collaborative, balanced, whole-person approach to emotional wellness. GrowthWorks Counseling will offer person-centered, solution-focused, outpatient mental health counseling, business training, and community consultation. Traditional and alternative Bilingual (Spanish) services for children, adolescents, and adults will be provided by a caring, professional, licensed psychotherapist. In addition, GrowthWorks Counseling will utilize technology to improve the accessibility and effectiveness of its services.

### **About Your Therapist**

Amy Jones, MA, LPC, NCC

Degrees/Certifications:

- Licensed Professional Counselor (LPC) #2693, December 2000
- Nationally Certified Counselor (NCC) #52198, July 2001
- MA, University of Denver, Counseling Psychology, June 1998
- BA, University of Florida, Psychology with a specialization in Spanish, June 1996

Over the past several years, I have specialized in working with children, adolescents, and their families, as well as couples and individual adults. I have also provided extensive, bilingual counseling services for Spanish-speaking clients. I have expertise in the areas of trauma, adolescent and childhood disorders, abuse, Critical Incident Stress Debriefings, mood disorders, life transitions, women's issues, family systems and couples' issues, and Attention Deficit Hyperactivity Disorder. In addition to traditional counseling services, I also have extensive training and experience with other specialized services, including Eye Movement Desensitization and Reprocessing, Yoga Therapy, Reiki, and Meditation instruction.

## **Meetings**

I normally conduct an evaluation that will last from 2 to 4 sessions. During this time, we will come up with treatment goals and a treatment plan. We will also determine if I am the best person to provide you with the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on, although some sessions may be longer or more or less frequent. Most treatment issues should be resolved within 8 to 10 meetings. However, some issues may require more or less sessions. This will be based on treatment needs, treatment progress, and individual needs. Once an appointment is scheduled, you will be expected to attend and pay for the session unless you provide at least 24 hours advance notice of cancellation, unless we both agree you were unable to attend due to circumstances beyond your control. If 24 hours advanced notice is not given for a cancellation, your credit card will be billed for any missed appointments. If at all possible, I will try to schedule another appointment for cancelled or missed appointments as close to the original scheduled appointment as possible. My fee for missed appointments is \$60.

## **Professional Fees**

My hourly fee is \$100 per 50 minute meeting. Meetings that are longer than 50 minutes will be charged at a rate of \$50 per half hour. Group therapy meetings will be charged at a rate of \$30 per 50 minute meeting. Case management, including attendance at meetings with other service providers which you have authorized, telephone calls, preparation of court reports, other reports, and written evaluations, and any other services you request of me, will be charged the regular \$100 per hour rate for any case management exceeding 10 minutes. Eye Movement Desensitization and Reprocessing (EMDR) meetings usually take 90 minutes to conduct and will be charged at the standard rate of \$100 per hour/ \$50 per half hour. Most insurance companies do not yet cover EMDR sessions. Therefore, EMDR meetings that cannot be completed within 50 minutes will be done on a cash pay basis only. In situations involving financial hardship, a sliding fee scale may be utilized. If you become involved in legal proceedings that require my participation, you will be required to pay for my services prior to the proceedings. Due to difficulty of legal involvement, I charge \$300 for the first 2 hours of service (including travel time) and \$150 per hour for each additional hour, any preparation involved, and attendance at the legal proceeding.

Other services available to you at GrowthWorks Counseling include, but are not limited to: psychoeducational classes; yoga classes, groups, and individual yoga instruction; management consultations and trainings; Critical Incident Stress Debriefings; medication consultation; court-ordered evaluations and treatment; and assessments. These services vary in price, and some of them may not be covered by your insurance plan. Please check with me regarding any desired service.

## **Billing and Payments**

Payment is due at the time of service, unless we agree otherwise or you have insurance coverage that has been verified before our first meeting. Co-payments for insurance are also due at the time of service. If you do not know what your copay is, \$20 will be charged until we discover the actual amount of copay you owe. Payment schedules for other services that have not been outlined in this agreement will be discussed and agreed to when they are requested. In circumstances of extreme financial hardship, I may be willing to negotiate fee adjustment or a payment installation plan.

Full payments and co-payments can be paid in cash, personal checks, or credit cards. Returned checks are a \$20 additional charge, and any fees not paid at the time of service will be billed to you along with a \$5 processing fee.

If your account has not been paid for 60 days and arrangements for payments have not been agreed upon and followed through with, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going to court. If such legal action is necessary, its costs and attorney fees will be included in this claim. In most collection situations, the only information I release regarding a client's treatment is the client's name, the nature of services provided, and the amount due.

## **Insurance and EAP Information**

In order for us to set realistic goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance plan, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about your coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience, and I will be happy to help you understand the information you receive from your insurance company whenever I can. If it is necessary to clear up any confusion, I will be willing to call your insurance company on your behalf. However, please understand that you often have more influence with your insurance company than I do. Therefore, I may request that you deal with your insurance company regarding certain problems which cannot be resolved between me and your insurance company.

Due to rising costs of health care, insurance benefits have become increasingly more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans, such as HMOs and PPOs, often require authorization before they will provide any payment for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions, and many insurance companies expect therapy to be completed within 8 to 10 sessions. While a lot can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some insurance plans or Employee Assistance Programs (EAPs) will not allow me to provide services to you once your services end. If this is the case, I will do my best to find another provider to help you continue your psychotherapy or work out another arrangement for you.

You should also be aware that most insurance companies and EAPs require you to authorize me to provide them with a clinical diagnosis. Sometimes, I also have to provide additional clinical information, such as treatment plans or summaries, or copies of the entire clinical record (in rare cases). I will provide only the information required by your insurance company or EAP, when necessary. This information will become part of the insurance company files and will probably be stored in a computer. While all insurance companies are required under HIPAA to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share your information with a national medical databank. I will provide you with a copy of any report or information I submit, at your request.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your treatment. It is important to remember that you always have the right to pay for my services yourself to avoid the issues described above.

### **Contacting Me**

Due to the nature of my business, I am often not immediately available by telephone. While I am usually in my office between 9 am and 7pm Monday through Thursday and, occasionally, on Friday afternoons, I will probably not answer the telephone when I am in session with another client. When I am unavailable, please leave a message on my voicemail with your name, number and a brief message regarding the nature of your call. I will pick up my messages throughout the day and will make every effort to return your call on the same day you make it. Calls received during the week will be returned within 24 hours. Calls made on Friday, Saturday or Sunday will be returned by Monday of the next week. If you are difficult to reach, please provide me with some times when you will be available, as well as the best number to call.

Due to the fact that I am an individual psychotherapist working in private practice, I will be unable to handle a large volume of emergency calls. However, if you are a current client actively engaged in psychotherapy and you have an emergency, you may reach me on my cellular telephone at 720-979-9625. If you are unable to reach me and you feel you can't wait for me to return your call, please contact your family physician or go to the nearest emergency room. In extremely urgent situations, please call 911 and seek assistance from your local emergency service providers, then call me on my cellular telephone. If I am on vacation or otherwise unavailable for an extended period of time, I will provide you with the name of another licensed colleague to contact, if necessary.

### **Professional Records**

The laws and standards of my profession, as well as the requirements of HIPAA, require that I keep treatment records. This constitutes your clinical record (PHI) and includes: information about your reasons for seeking therapy, a description of the ways in which your problem(s) impact(s) your life, your diagnosis, the goals we set for treatment, your progress towards these goals, your medical, family, and social history, your treatment history, any past treatment records that I receive from other treatment providers, reports of any professional consultations regarding your treatment, your billing records, and any reports that have been written and sent to anyone (including reports to your insurance carrier or other treatment providers). Except in unusual circumstances that involve danger to yourself or others, you are entitled to receive a copy of your records or a summary of your treatment. Because these are professional records, they can sometimes be upsetting or confusing to untrained readers. Therefore, if you wish to see your records, I recommend that you review them during a counseling session in my presence, so that we can discuss the contents and I can explain anything that you might have questions about. The exceptions to this policy are contained in the Notice Form in my office. If I refuse a request for access to your clinical record, you have a right to review (which I will discuss with you upon request).

All paper files are stored in a locked file cabinet in a locked office within the GrowthWorks Counseling office. Additionally, I keep digital records in my computer. All digital records are stored in password-protected programs. I am the only person with access to your records. Any information provided by you at the GrowthWorks Counseling website will be guarded, and any information I share with you or any insurance company or EAP on the internet or through email will be encrypted and will adhere to the HIPAA privacy and protection standards.

### **Minors**

If you are under 18 years old, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from your parents that they agree to give up full access to your records. If they agree, I will provide them only with general information about our work together, including your progress in treatment, unless I feel that there is a high risk that you will seriously harm yourself or someone else. If I feel that you or someone else is in danger due to your actions, I will immediately inform your parent(s) of my concerns. If I feel that something you have shared with me is important for your parent(s) to be aware of, you and I will talk with your parent(s) together to discuss the concerning information. Please be aware that along with the obvious concerns of suicidal or homicidal behavior, I also consider substance abuse, running away, self-abuse, gang-involvement, and promiscuity to be dangerous activities and feel that these are things that will have to be shared with your parents if they are discussed during our meetings. In addition to what I have already mentioned, I will provide your parents with a summary of your treatment when it is complete. Before giving your parents any information, you and I will discuss what, and how, we will discuss with your parents, and I will do my best to handle any objections you have with what we are going to discuss with them.

### **Divorced Parents/ Shared Custody**

Due to the disagreements that may arise during situations involving parental separation and/or divorce and the detrimental effects of ending therapy before it is complete, it is my policy that both separated/divorced parents of a minor seeking treatment must give written permission for their minor child to participate in psychotherapy. In situations where one parent is unable to be located or has no custody of the minor child, exceptions may be made to this policy. However, in most situations, treatment cannot proceed unless both parents have agreed to treatment by either signing this document or giving me a signed letter of consent for treatment.

### **Couples and Family Counseling**

For couples and family members in therapy regarding secrets: there may be times where one person may want to tell me something without another member knowing about it. Please be aware that anything that you choose to tell me that is relevant to the couple or family may come out in therapy. Please do not expect me to keep secrets, while doing so jeopardizes the therapeutic process.

### **Confidentiality**

In general, the privacy of communications between a client and therapist is protected by law, and I can only release information about our work together to others with your written permission as outlined in HIPAA. But, there are a few exceptions:

I may occasionally find it helpful, and in your best interests, to consult other health and mental health professionals about your treatment. During my consultation, I will make every effort to avoid revealing your identity. The other professionals with whom I consult are also legally bound to keep information we discuss 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 (PHI) and will discuss them with you at your request.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings, such as those involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if s/he determines that the issues demand it. Other legal situations, such as court-ordered treatment, may also require me to report certain facts about your treatment to designated officials (such as probation officers, judges, guardian ad litem, caseworkers, etc...). Also, if you ask me to testify on your behalf in a court situation, please be aware that I do not have control over what the lawyers and judge may ask me and have to tell the whole truth about your treatment and emotional condition, as well as my therapeutic opinions. Sometimes, this could be harmful to you. I will do my best to protect you in whatever manner I can but will have to answer all questions in a truthful manner.

If a government agency is requesting information about you for health oversight activities, I am required to provide them with the requested information.

If you file a complaint or lawsuit against me, I may disclose whatever information I deem relevant in order to defend myself.

If you file a worker's 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 action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency (in most cases, this will be the county Social Services Department).

If I believe a client is threatening serious bodily harm to another person, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization of the client. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for her/him or to contact family members or others who can help provide protection.

These situations do not commonly occur in my practice. If a similar situation occurs, however, I will make every effort to fully discuss it with you before taking any action.

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 you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

### **Other Issues**

You have the right to receive information about my methods of therapy, the techniques used, the duration of therapy, (if it can be determined), and the fee structure.

Additionally, HIPAA provides you with several new or expanded rights with regard to your clinical record (PHI) and disclosures of protected health information. These rights include: requesting that I amend your record; requesting restrictions on what information from your clinical records 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 your 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. I am happy to discuss any of these rights with you.

You also have a right to a second opinion from any other practitioner concerning your treatment, and it is your right to terminate therapy at any point in time for any reason.

The time in our sessions is for you to explore and work on your issues with my assistance. Even though in sessions we may discuss very emotional and intimate issues, it is important that you are aware that our relationship is professional and not personal. Your needs will be best served if our contact is limited to our formal office sessions and our relationship remains solely professional. Please do not extend social invitations to me or ask me to alter in any way our professional relationship, as I am bound by strict legal and ethical guidelines to remain completely professional in our relationship.

Certain situations in therapy are never considered appropriate. For example, in a professional relationship, sexual intimacy between a therapist and client is never appropriate and should be reported. The practice of both licensed and unlicensed practitioners in the field of psychotherapy is regulated by the Colorado Department of Regulatory Agencies. If you feel an ethical violation has occurred, you may submit a complaint about your care to your respective insurance company or report your complaint directly to the regulatory board:

Colorado Department of Regulatory Agencies  
State Grievance Board  
1560 Broadway, Suite 1370  
Denver, CO 80202  
Phone: 303-894-7766

*Your signature below indicates that you have read the information in this document, you have read the Notice Form, you understand your HIPAA rights, you consent for me to provide treatment to you and/or your child, you consent for me to bill your insurance company, and you agree to abide by the terms of this agreement.*

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (If Minor Client)

\_\_\_\_\_  
Date

Printed Name of Therapist and Credentials: \_\_\_\_\_

\_\_\_\_\_  
Therapist Signature

\_\_\_\_\_  
Date