# Services Agreement & Disclosure - Caroline Matthes LLC dba Caroline Matthes, LCSW

#### **General Information**

The therapeutic relationship is unique in that it is a 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 consent will provide a clear framework for our work together.

The outcome of treatment depends largely on patients' willingness to engage, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong, distressing emotions. There are no easy or simple strategies for sustainably improving one's mental health. I am also unable to make any promises regarding treatment outcomes. I will, however, promise to offer support, collaborate with you, and apply an optimal synthesis of evidence-based practice and clinical intuition. My goal is to help patients change their relationships with distressing thoughts and feelings, so they are able to live a rich and fulfilling life. This ultimately requires engagement with the full spectrum of human emotion; shutting out any painful feelings in the long-term is not supportive of one's mental wellness.

# **License & Training Information**

- Master of Arts in Social Work, University of Denver, 2019
- Caroline Matthes, LCSW: Licensed Clinical Social Worker # CSW.09927836

I am legally permitted to provide psychotherapy in the State of Colorado.

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The Board of Licensed Psychologist Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 894-7800. As to the regulatory requirements applicable to mental health professionals: A Licensed Psychologist must hold a doctorate degree in psychology, have one year of post-doctoral supervision, and has passed a standardized test in order to obtain a license from the state. A Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, and Licensed Professional Counselor must hold a Master's degree in their profession and have at least two years of post-masters supervision and experience. A Licensed Social Worker must hold a Master's degree in social work. An Unlicensed Psychotherapist is a practitioner listed in the State's database and is authorized by law to practice psychotherapy in Colorado but is NOT licensed by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state.

#### **Fees & Practice Policies**

I offer one free initial 15-30 minute phone or video consultation per couple/client to discuss my services and approach. My rates for services are as follows:

- Individual Intake Session (50 Minutes): \$150
- Individual Follow Up Session (50 Minutes): \$150
- Relational Intake Session (50 minutes): \$200
- Relational Follow Up Session (50 Minutes): \$200
- Collateral Calls: First 15 minutes are free; 15 minute increments thereafter are \$50
- Crisis Session (≤ 60 Minutes): \$220
- Prepared Documentation Request: \$100/hour of preparation/editing

# **Payment**

This practice accepts Visa, MasterCard, Discover, cash, and personal checks. I accept HSA/FSA payments, and require a back-up payment method be stored on file when HSA/FSA cards are used. While this system is best positioned to accept payments from HSA/FSA accounts, I cannot guarantee charges will be accepted by your HSA/FSA company. However, HSA/FSA companies may allow for reimbursement of charges not accepted by an HSA/FSA card's settings, using statements offered via the client portal.

Clients are responsible for payment at the time of service.

#### Discount Rates

A percentage of my caseload is reserved for sliding scale cases. Patients qualify for sliding scale based on availability and financial need. Please contact me if you are in need of a rate reduction. Sliding scale fees start at \$100/hour.

# Policy for Non-Payment

In the event billing efforts fail, delinquent accounts may be subject to collections. If there is an outstanding balance on your account, I reserve the right to cancel upcoming appointments until payment has been received. This practice will make every attempt to develop a payment plan with any challenges to pay a past due balance prior to sending a balance to collections.

#### Insurance

This practice does not directly bill through any insurance or medical plan. Insurance-ready statements are accessible to you at all times, and detail direct payments you have made to this practice. You may use these statements to pursue the out of network reimbursement process with your private insurance company. This process requires a diagnosis code.

#### Cancellations

All cancelations with **less than 48 hours notice** are subject to the full fee therapist would receive for the session. No call or no shows are also charged the full fee therapist would receive for the session. If patients are not present within the first 15 minutes of their session, they will be considered a no show. Patients are expected to notify me about technical difficulties within this 15 minute window, via email or phone. Three no shows or late cancellations may result in services being terminated.

# **Emergency Services**

This practice does not provide 24-hour emergency service. In the case of a life-threatening emergency, please call 911 or go to your nearest emergency room.

# Disclosure Regarding Divorce and Custody Litigation

If you or your family is involved in a divorce or custody litigation, I am unable to provide guidance, conduct investigations, or engage in evaluations regarding custody or parental fitness. It is not within the scope of my field as a psychotherapist to make recommendations to the court concerning custody or parenting issues. The court can appoint neutral third party professionals to conduct pertinent investigations regarding parental fitness. These professionals are best suited to make recommendations to the court regarding parental responsibilities in the best interest of the children.

By signing this Disclosure Statement, you agree not to subpoen myself or this practice to court for testimony or disclosure of treatment information in such litigation; and you agree not to request that I write any reports to the court or to your attorney in support of your priorities in divorce litigation/custody. In the event I have no choice but to appear in court, you will be charged a prorated \$500/hour fee for all time spent on preparation and appearance.

# Phone Calls & Emails

During business hours, I can be reached at (720) 443-5505. I do my best to answer the phone when I am not with patients or otherwise occupied. If you leave me a voicemail or send me an email, I will make it a priority to reply within 48-72 business hours.

#### Consent for Telehealth Consultation

By signing this document, you agree that:

- I understand that my health care provider wishes me to engage in a telehealth consultation.
- My health care provider explained to me how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider.
- I understand that a telehealth consultation has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.

- I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my health care provider or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.
- I have had a direct conversation with my provider, during which I had the opportunity to ask questions in regard to this procedure. My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language in which I understand.

# **Client Rights & Privacy Policies**

# General Client Rights

- 1. You are entitled to receive information from me about my methods of therapy, the techniques I use, the duration of your therapy (if possible to determine), and my fee structure. Please ask if you would like to receive this information.
- 2. You can seek a second opinion from another therapist or terminate therapy at any time.
- 3. In a professional relationship (such as ours), sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the Department of Regulatory Agencies, Mental Health Section.

# General Privacy & Confidentiality Parameters

Certain legal requirements & quality care parameters require me to maintain a record of the services you receive from me. This notice applies to all of the records of your care generated by this practice.

# I am required by law to:

- Make sure that protected health information ("PHI") that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.

I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

If we see each other accidentally outside of the therapy office, I am unable to acknowledge you first due to HIPAA regulations. However, if you acknowledge me first, we can briefly exchange greetings. Lengthy discussions in public or outside of therapy can be significantly detrimental to the therapeutic process.

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

Generally speaking, the information provided by and to a client during therapy sessions is legally confidential and is privileged communication and cannot be released without the client's consent. Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name. There are exceptions to the general rule of legal confidentiality, some of which are listed in the Colorado statutes (C.R.S. 12-43-218), the HIPAA Notice of Privacy Practices you have been provided, and in other exception areas of Colorado and Federal law. These exceptions include, but are not limited to, the following:

- 1. In the event of a medical emergency, emergency personnel may be provided necessary patient health information.
- 2. In the event of suspected abuse or neglect of a minor or a vulnerable adult, it is my responsibility to report the suspected abuse to the appropriate authorities.
- 3. If you are in danger of harming yourself or appear gravely disabled, I have a legal right to notify others, including family members or the authorities.
- 4. If you reveal an imminent intent to harm another person and/or a facility, the proper authorities must be contacted and it is my legal responsibility to inform the intended victim and/or the facility.
- 5. If you should file a complaint or a law suit against me, your confidentiality is waived and information will be released to the investigating authorities.
- 6. If court ordered by a judge or judicial officers, information regarding your treatment will be disclosed.
- 7. I am responsible for notifying the appropriate authorities if I have a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
- 8. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney, PHI may be shared.

If a legal exception to confidentiality arises during therapy, when feasible, you will be informed accordingly. You may review the Mental Health Practice Act (C.R.S. 12-43-101, et seq.) at: http://www.dora.state.co.us/mental-health/Statute.pdf

Confidentiality of Telemedicine, E-mail and Chat, Cell Phone Communication

Emails containing personal and confidential information should be sent through secure HIPAA compliant messaging. If you choose to text or email me from your personal email account, please limit the contents to basic issues such as cancellation or change in contact information. In an effort to support confidentiality, we will not respond to personal and clinical concerns via regular email or text. Please be aware that unless we are both on land line phones, the conversation is not confidential. The laws that protect the confidentiality of medical information also apply to telemedicine, performed via SimplePractice. I encourage you to only communicate through a computer that you know is safe, i.e.

wherein confidentiality can be ensured. Be sure to fully exit all online counseling sessions and emails. If we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. If reconnection is not possible, email to schedule a new session time.

# Social Media Policy

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

## **Termination**

Research has shown the therapeutic relationship to be responsible for 80% of treatment outcomes. For this reason, termination is one of the most important parts of the treatment process. A properly structured termination process is crucial for the sake of closure. The appropriate length of termination depends on the length and intensity of treatment. I may terminate treatment after appropriate discussion with you if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for six consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

## **Signature**

I have read this Services Agreement and Disclosure, it has also been provided verbally, and I understand my rights as a client or as the client's responsible party. I also acknowledge that I understand and agree to the policies of this practice.