



MindWise Institute

Parenting, Child, Couples, & Family Therapy, and
Clinical Neuropsychotherapy, Rapid Resolution
Therapy, and Applied Memory Reconsolidation

Mary Bowles, MA, LMFT, MIAAN, RRT

Private Practice Policies,
HIPAA Notice of Privacy Practices,
and
Mandatory Disclosures

READ AND KEEP BOOKLET

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MANDATORY DISCLOSURE STATEMENT

Degrees

- Doctor of Psychology, California Southern University, 2017-present), GPA 4.0
- Doctor of Marriage & Family Therapy, Specialization in Medical Family Therapy, Northcentral University, 2015-2016, GPA 3.9
- Master of Arts Marriage and Family Therapy, Summa Cum Laude, Touro University Worldwide, 2012, GPA 3.98
- Bachelor of Arts Psychology with Concentration in Counseling, Magna Cum Laude, Colorado Mesa University, 2011, GPA 3.9
- Associates of Arts Psychology, University of Phoenix, 2009, GPA 4.0

Memberships

- International Association of Applied Neuroscience (IAAN) – previously held elected member position
- American Association for Marriage and Family Therapy (AAMFT), Clinical Fellow
- International Association of Applied Neuroscience (IAAN)
- Global Association for Interpersonal Neurobiology Studies (GAINS)
- Rapid Resolution Therapy Practitioner Program, Certified Practitioner (RRT)
- American Association for the Advancement of Science (AAAS)

Awards & Accomplishments

- PSI CHI Honor Society
- Who's Who Among Students in American Universities & Colleges National Honor Society
- Mesa State College Who's Who Among Students Honors
- Alpha Chi National Honor Society (Gamma Chapter)

Internships

- Colorado West Regional Mental Health Center, Rifle, CO
- Solution Focused Therapy, under Joel Karr, Glenwood Springs, CO

Licensures, Certifications & Trainings

- Colorado Licensure, MFT.0001316
- Reconsolidation of Traumatic Memories
- Neuro Linguistic Programming
- Applied Neuroscience Certification in Neuropsychotherapy (MIAAN)
- Clinical Neuropsychotherapy Certification Training (MIACN)
- Dan Siegel's Interpersonal Neurobiology (IPNB) through the Mindsight Institute
- Gottman Level 1, 2, & 3 Training

- Gottman Couples Course (Affairs & Addiction)
- Rapid Resolution Therapy (RRT), Levels 1, 2, & 3
- Neuropsychotherapy Core Courses
- Principles of Neuroscience (Neuropsychotherapy)
- Neuroscience Training Summit
- Dan Siegel's Practicing Mindsight
- 10 Brain-based Strategies to Help Children Handle Their Emotions – Tina Payne-Bryson
- CFHA - The Role of Collaborative/Integrative Care in Advancing Population Health
- Changing Brains Symposium
- Secrets, Cybersex, Infidelity, Addictions, Trauma, & Forgiveness
- Motivational Interviewing
- Anne Munch, Esq. – Understanding Sexual Assault: Building Strong Cases
- Teach Students How to Learn: Metacognition is the Key
- Advanced TF-CBT Training
- Treatment of Attachment-Based Parental Alienation (Dr. Craig Childress)
- Parental Alienation: An Attachment-based Model (Dr. Craig Childress)
- Young Adult Conference: Failure to Launch
- Therapy with Men: A Cultural Divide (Mantherapy)
- Trends in the Evaluation/Treatment of the Addicted Healthcare Professional
- Suicide Awareness Trainer Training - Aspen Hope Center (C-SSRS)
- Victor Vieth, JD. – Child Abuse Training
- Gottman Seven Principles of Making Marriage Work Program Educator
- Legal Considerations for Therapists – The Subpoena and Testifying
- Sexting: Balancing the Law, Teens, Technology, & Choices
- Question, Persuade, Refer (QPR) Suicide Prevention Gatekeeper Cert.
- 1-2-3 Magic Parenting Trainer Certification (Community & Professional)
- Trauma Focused Cognitive Behavioral Therapy Certification (TF-CBT)
- Divorce & Custody Process in Colorado
- Mediators without Borders (Advanced Dispute Resolution) Certification
- Applied Suicide Intervention and Skills Training (ASIST) Certification

EXPLANATION OF COLORADO LICENSURE

The practice of licensed or registered persons in the field of psychotherapy is regulated in the State of Colorado by the Mental Health Licensing Section of the Division of Regulatory Agencies. The State Board of Marriage & Family Therapist Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202. Their phone number is 303-894-7800.

Not all “psychotherapists” in Colorado have formal training, degrees, or clinical experience. The minimum standards required by Colorado to call yourself a “mental health professional” are as follows:

- A **Licensed Clinical Social Worker**, a **Licensed Marriage and Family Therapist**, and a **Licensed Professional Counselor** must hold a Master's Degree in their respective disciplines and have at least two years of post-Master's

clinical supervision.

- A **Licensed Psychologist** must hold a Doctorate Degree in psychology and have one year of post-Doctoral clinical supervision.
- A **Licensed Social Worker** must hold a Master's degree in social work.
- A **Psychologist Candidate**, a **Marriage and Family Therapist Candidate**, and a **Licensed Professional Counselor Candidate** must hold the necessary licensing degree and be *in the process* of completing the required supervision for licensure.
- A **Certified Addiction Counselor I (CAC I)** must be a high school graduate, and complete required training hours and 1,000 hours of supervised experience.
- A **CAC II** must complete additional required training hours and 2,000 hours of supervised experience.
- A **CAC III** must have a Bachelor's Degree in behavioral health and complete additional required training hours and 2,000 hours of supervised experience.
- A **Registered Psychotherapist** is a psychotherapist 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

You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of your therapy (if known), and the fee structure. You can seek a second opinion from another therapist or terminate therapy at any time.

In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant or certificate holder.

Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in section 12-43-218 of the Colorado Revised Statutes, and the HIPAA Notice of Privacy Practices you were provided as well as other exceptions in Colorado and Federal law. For example, mental health professionals are required to report evidence of, or suspected, child and elder abuse to authorities. **Specifically, if you or other persons are believed to be in physical danger, the law requires me to tell others about it.** If a legal exception arises during therapy, if feasible, you will be informed accordingly.

The Mental Health Practice Act (CRS 12-43-101, et seq.) is available at: <http://www.dora.state.co.us/mental-health/Statute.pdf>.

HIPAA NOTICE OF PRIVACY PRACTICES

Your Information. Your Rights. Our Responsibilities.

This notice describes how health information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

Our Uses and Disclosures

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site

WHAT YOU CAN EXPECT FROM ME

As a Licensed Marriage and Family Therapist I will use my best knowledge and skills to help you. This includes following the standards of the American Association of Marriage and Family Therapists, or AAMFT. In your best interests, the AAMFT puts limits on the relationship between a therapist and a client, and I will abide by these limits. Let me explain these limits, so you will not think they are personal responses to you.

First, the state laws and the rules of the AAMFT require me to keep what you tell me confidential. You can trust me not to tell anyone else what you tell me, except in certain limited situations (discussed below). Here I want to explain that I try not to reveal who my clients are. This is part of my effort to maintain your privacy. **If we meet on the street or in a social setting, I will not approach you or say “hello” unless approached by you first, at which point I would be glad to speak with you briefly.** My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship. You might not feel threatened to converse with me, but some clients do and there is just no other way to be sure of each client’s comfort level. So, across the board with all clients, this is my policy. At the same time, you are welcome to address me first and I will be happy to briefly converse.

Additionally living in a rural area means that my therapist may also be seeing a close friend or family member. If this happens she will inform me and the other party, without disclosing names or identities, in order to offer a referral, if desired.

Second, in your best interest, and following the AAMFT’s standards, I can only be your therapist. I cannot have any other role in your life. In a professional relationship, sexual intimacy is never appropriate and should be reported to the Grievance Board. I cannot be a close friend, socialize or have a business relationship with you. This includes friendships over social networking or other internet based sites. However, you may “LIKE” or “SUBSCRIBE” to my **MindWise Institute** Facebook and Twitter pages as I often post information that can supplement your time in session. Except for the situations I have described above, I will always maintain your privacy. **You are also required by law not to disclose the name or identity of any other client being seen by me.** To summarize, my duty as a counselor is to care for you and all my other clients, but *only* in the professional role of therapist.

If your records need to be seen by another professional or anyone else, I will discuss it with you. If you agree to share these records, you will need to sign a Release of Information Disclosure form. This form states exactly what information is to be shared, with whom, and why, and it also sets time limits. You may read this form at any time and you may rescind your permission to disclose information at any time. If you have questions about this process, please ask me. If you do not give your consent, I will make every effort to maintain that confidentiality to the full scope of the law.

It is my office policy to destroy clients’ records 10 years after the end of our therapy. Until then, I will keep your case records in a safe place.

If I must discontinue our relationship because of my own illness, disability, or other presently unforeseen circumstances, I ask you to agree to permit me to transfer your records to another therapist of my choice who will assure the confidentiality, preservation, and appropriate access to your records. By signing this document, you are giving your consent to this request.

WORKING TOGETHER

Because you will be putting a good deal of time, money, and energy into counseling, you should choose a counselor carefully. Research shows that when you feel comfortable with the therapist you choose, you drastically increase the probability of therapy being helpful to you. Let me describe how I see our work together.

My theoretical approach is cognitive-behavioral, solution-focused, existential, and systemic – meaning our work will consist of learning how thinking and emotions drive our behavior, finding solutions, discovering and creating choices, taking responsibility as needed, and always taking into consideration ones personal and family history. We will be looking at what supports you and what challenges you in multiple areas of your life.

In our work together, you will find that I lean toward the use of evidence-based methods. There will be times when a developing method is the most useful option for treatment, so at times I will resort to using such methods. Ultimately, my

clinical practice is focused on *your* possibilities – possibilities for healing, growth, change, possibilities for learning, insight and for understanding.

COURAGE, COMMITMENT, & EFFORT

Our work together requires your best efforts to change thoughts, feelings, and behaviors. This is one of the ways that you are an active partner in counseling. We will plan our work together - the areas to work on, our goals, the methods we will use, commitments we will make, and many other things. We will agree on a plan that we will both work hard to follow. We will continuously look together at our progress and goals. If we think we need to, we can change our plan at any time.

I want you to be able to create steps toward success *without me*. I encourage you to learn more about the things that we will talk about. Sometimes I will ask you to complete “homework” that I believe will be beneficial to you. I may bring articles for you to read or recommend books to help you understand more. And, I may ask you to keep a journal about our work together. I might ask you to do exercises, to keep records, and perhaps to do other tasks to deepen your learning. You will probably have to work on relationships in your life and make long-term efforts to get the best results. This is an important part of your therapy; to practice new skills that you will learn in our sessions. Ultimately, **I can give you the tools, but I cannot make you use them.** The things you will learn in therapy are important parts of personal change. Change will sometimes be easy and quick, but sometimes it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no “magic pills.” However, *you can learn* new ways of looking at your situation that will be very helpful for changing how you feel and how you react.

THE BENEFITS & RISKS OF THERAPY

As with any powerful treatment, there are risks as well as benefits associated with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of anxiety, sadness, guilt, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. In addition, some people in your community may mistakenly view anyone in therapy as weak, or perhaps as seriously disturbed or even dangerous. What’s important to know, or learn in therapy, is that being in therapy should be seen instead as a behavior that shows you are more hopeful and dedicated to change and improvement. Seeking and attending therapy is a measure of strength, not weakness.

While you should consider these risks, you should know that the benefits of therapy have been supported by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, you have an opportunity to talk things out fully until your feelings are relieved or the problems are solved. Your relationships and coping skills can improve greatly. You may get more satisfaction out of social and family relationships and your personal goals and values may become clearer and more likely to be achieved.

While there is hope that improvement will occur as part of the therapeutic process, there is no guarantee. However, I do not accept clients into my practice that I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

If you could benefit from a treatment that I cannot provide, I will try to help you to get it. You have a right to ask me about other such treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend that you consult with a physician or other professional. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, *with your permission* I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not progressing, I may suggest that you see another therapist or another professional. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. If you wish for another professional’s opinion at any time, or wish to talk with another therapist, I can help you find a qualified person and will provide him or her, with your consent, the necessary information.

TECHNOLOGY IN PRACTICE

Many clients choose to use cell phones, cordless phones, faxes, email and computers to augment their counseling with me. It is important for you to know that these methods come with additional risks. These risks include but are not limited to the following:

- The possibility of technology failure resulting in messages / information not being received.
- The possibility of misunderstandings is increased with text-based modalities such as email due to the absence of nonverbal / visual cues.
- Use of email may result in various servers creating permanent records of these transactions.
- Many employers and government agencies review email archives on a routine basis, record letters typed on a keyboard, and / or engage in data mining programs to identify transmissions containing specified content.
- At times, my email is not checked daily and may result in a possible lag in turnaround / response.
- Confidentiality may be breached at many points when using electronic communication including unauthorized monitoring / interception of transmissions from your computer and my own; it may also be breached as the information passes through the servers along the route to each other. This means that it is possible that third parties may access your records / communication.
- What is said online may be viewed by others.
- Assessment / diagnosis often becomes more difficult without the benefit of face-to-face contact.
- (If insurance is accepted) Your insurance may not cover technology-assisted distance counseling.
- (If insurance is accepted) Your insurance company may also consider our electronic communication (in all forms) to be part of the medical record and request them.
- Our email communication is *not encrypted*. However, even encrypted email messages can be decoded by motivated hackers.

I cannot guarantee confidentiality when you and I are communicating via cell phone, cordless phone, fax, email or computer. These devices could compromise confidentiality. By understanding the inherent risks of the aforementioned devices, you can make an informed choice about when/where/how to use those tools.

Because you now have this knowledge of the risks related to the use of technology, I will assume that if you use any of these methods to contact me, you are giving me permission to do the same. Please note that I may not check email on a daily basis. Ultimately, for the reasons stated above I will only use email and texting for business-related or logistical communication and not as a means of therapy.

CONFIDENTIALITY in THERAPY

I will treat what you tell me with great care. My professional ethics (that is, my profession's rules about moral matters) and the laws of this state prevent me from telling anyone else what you tell me unless you give me written permission. These rules and laws are the ways our society recognizes and supports the privacy for what a therapist and client talk about – in other words, the “confidentiality” of therapy.

However, it is important for you to know that I cannot promise that everything you tell me will *never* be revealed to someone else. There are some times when the law requires me to tell things to others. There are also some other limits on our confidentiality. We need to review these because I want you to understand clearly what I can and cannot keep confidential. You need to know about these rules now, so that you don't tell me something as a “secret” that I cannot keep. **These are very important issues, so please read these pages carefully and keep a copy for your records.** At our next meeting, we can discuss any questions you might have about confidentiality.

When you or other persons are believed to be in physical danger, the law requires me to tell others about it.

Specifically:

- If I come to suspect that you are threatening serious harm to another person, I am **required** to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
- If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
- In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
- If I believe or suspect that you are abusing a child, an elderly person, or a disabled person, I must file a report with a state agency. To “abuse” means to neglect, hurt, or sexually molest another person. I do not have any legal power or requirement to investigate the situation to find out all the facts. The state agency will investigate. If this might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics. You may also

want to talk with your lawyer.

In any of these situations, I would reveal only the information that is needed to protect you or the other person. I would not tell everything that you have told me.

In general, **if you become involved in a court case or proceeding**, you can prevent me from testifying in court about what you have told me. This is called “privilege,” and it is your choice to prevent me from testifying or to allow me to do so. I usually have no legal or ethical duty to report a crime that occurred in the past or one that is imminent. However, there are some situations where the law, a judge or court may require me to report / testify. These include but may not be limited to the following:

- In any situations that involve the welfare of a child such as child abuse / neglect;
- In child custody or adoption proceedings, where your fitness as a parent is questioned or in doubt;
- In situations involving the physical violence exception of the “duty to warn and protect” statute;
- In cases where your emotional or mental condition is important information for a court’s decision – including my duty to initiate a 72-hour hold for your evaluation because of imminent danger to yourself or others;
- During a malpractice case or an investigation of me or another therapist by a professional group;
- In a civil commitment hearing to decide if you will be admitted to or continued in a psychiatric hospital;
- When you are seeing me for court-ordered evaluations or treatment. In this case, we need to discuss confidentiality fully because you don’t have to tell me what you don’t want the court to find out through my report.

There are a few other things you must know about confidentiality and your work with me:

- I may sometimes consult with supervisors or other professionals about your treatment. Those professionals will also be required by professional ethics and the law to keep your information confidential. Likewise, when I am out of town or unavailable, I may ask another therapist to be available to help you. I may give that professional some information about my clients but that therapist is also required to maintain confidentiality.
- I am required to keep records of our work together, such as the notes I take when we meet. You have a right to review these records with me. If I believe that something in your clinical record might harm you, I may omit that information, but I will explain my reason to you.
- I must make you aware that my office waiting area is shared with other businesses. This means you may see someone in this area that you might know. I have no control over who you might see but disclose this to you so you can make an informed decision about seeing me in this office.

CONFIDENTIALITY CONCERNING MONEY MATTERS & INSURANCE

- If you use your health insurance to pay a part of my fees, insurance companies require some information about our therapy. Insurers such as Blue Cross / Blue Shield or managed care organizations ask for much more information about you and your symptoms, as well as a detailed treatment plan.
- I will not send any statements or other information to your insurance company. I will only give such information to you. That way, you can see what your insurance company will know about our therapy. It is against the law for insurers to release information about our office visits to anyone without your written permission. Although I believe the insurance company will act legally, I cannot control who sees this information at the insurer’s office.
- If you have been sent to me by your employer’s Employee Assistance Program, the program’s staffers may require some information such as treatment plans and summaries of care. Again, I hope that they will act legally, but I cannot control who sees this information at their offices. If this is your situation, let us fully discuss any agreement I may have with your employer or the program *before* we talk further.
- If your account with me is unpaid and we have not arranged a payment plan, I can use a collection agency or other legal means to get paid for my professional services.

CHILDREN & FAMILIES

- When I treat clients between the ages of 15 and 18, I use my professional judgment to determine what information will remain confidential between the adolescent and myself and what information is appropriate to be shared with parents / guardians concerning treatment issues. However, parents / guardians do have the right to *general* information, including how therapy is going and dates of service. They need to be able to make well-informed decisions about therapy. The law may also require me to tell parents or guardians some information about other family members that I am told. This is especially true if these others’ actions put the client or others in any danger.
- In cases where I treat several members of a family (parents and children or other relatives), the confidentiality situation can become very complicated. At the start of our treatment, we must all have a clear understanding of our purposes and my role.

- In couples and family counseling I have a **“no secrets” policy**, so if you tell me something another client party does not know, and not knowing this could harm him/her or your relationship, **I will not promise to keep it confidential**. I will work with you to decide on the best long-term way to handle situations like this.
- If you and your spouse have a custody dispute, or a court custody hearing is coming up, you agree to ensure I know about it. You must understand that my role as a therapist is **not** to make recommendations for the court concerning custody or parenting issues or to testify in court concerning opinions on issues involved in the litigation. By signing this disclosure statement, you agree not to call me as a witness in any such litigation. Experience has shown that testimony by therapists in domestic cases causes damage to the clinical relationship between a therapist and a client. Only court appointed experts, investigators, or evaluators can make recommendations to the court on disputed issues concerning parental responsibilities and parenting plans.
- If you are seeing me for couples counseling, you must agree at the start of treatment that if you eventually decide to divorce, you will *not* request my testimony for either side. The court, however, may order me to testify.
- At the start of family treatment, we must also specify which members of the family must sign a release form for the common record I create in the therapy or therapies.
- **And, finally, Colorado state law prohibits all participants in couples / family therapy from disclosing any knowledge gained during the course of therapy without the consent of the person to whom the knowledge relates.**

CONFIDENTIALITY in GROUP THERAPY

- In group therapy, the other members of the group are not therapists. They do not have the same ethics and laws that I have to work under. You cannot be certain that they will always keep what you say in the group confidential. However, if you are a participant in group therapy, **Colorado law requires you to NOT disclose any knowledge gained during the course of therapy without the consent of the person to whom the knowledge relates.**

MORE ABOUT CONFIDENTIALITY

- I will not record our therapy session on audiotape or videotape without your written permission. You have every right to decline such a request and if you grant the request, it can be revoked at any time without any prejudice to yourself or your care. Recording or Skyping will **never** take place without your (each client's) **written permission** and will only be used with trained individuals who are bound by the same confidentiality laws and ethical codes as myself. Any recordings will remain **ONLY** in the possession of **Mary Bowles**. Recordings will not become a part of your permanent record (barring any disclosure by you of information that falls into the exceptions to Colorado's confidentiality laws, at which time I would be legally obligated to retain the information as evidence), as they will be immediately destroyed after use. The benefit of such an agreement is that you'll essentially have more than one qualified therapist and as a team we'll work to ensure you are receiving the most effective care.
- If you want me to send information about our therapy to someone else, you must sign a “release of records” form. I have copies you can see, so you will know what is involved.
- Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.

The laws and rules on confidentiality are complicated. Please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns, and so need special advice, I strongly suggest that you talk to a lawyer to protect your interests legally and to act in your best interests.

ABOUT OUR APPOINTMENTS

I am available to work with you at a scheduled appointment time. If you wish, I will be happy to reserve a regular standing appointment time for you into the foreseeable future. I also do this for my other clients. The very first time I meet with you, we will need to give each other much basic information. For this reason, I usually schedule 1½ hours for this first meeting. Following this, we will usually meet for a 60 minute session once a week for a while and eventually gradually taper off to less frequent appointments. We can schedule meetings for both your and my convenience.

As a way to ensure that my clients are not inhibited in therapy sessions by the clock or money, I charge per session, not per hour. So, if a lot of progress is being made during a session I will allow the work to continue past the session end time. You are always welcome, of course, to end your sessions as you feel necessary.

An appointment is a commitment to our work together. We both agree to meet and to be on time. If I am ever unable to start on time, it will most likely be due to an emergency and I ask for your understanding. I assure you that you will receive the

full time agreed to. If you are late, we may be unable to meet for the full time, because it is likely that I will have another appointment after yours.

CANCELLATION POLICY

I make every effort to accommodate as many clients as possible during the limited time I have available during the week. For that reason, it is necessary to have a cancellation policy that is fair and reasonable for all concerned. I will consider our meetings very important and ask you to do the same. Your session time is reserved only for you.

A cancelled appointment delays your progress, but things come up. I understand that. When you must cancel, I ask that you **give me at least 24 hours notice by telephone, email, or text**. If it's after 9pm, please send an email or text. I am rarely able to fill a cancelled session unless I know at least 24 hours in advance, but more importantly, if I am not with clients I like to spend my time with my family. Sitting in my office away from my family frustrates me like it would anyone else. If you are unable to provide at least 24 hours notice when you cancel, you will be charged the full fee for your session, **even if** you are approved on the sliding scale. (You should note that neither Victims Compensation nor insurance companies typically reimburse for missed appointments.) I will waive this fee in the event of serious or contagious illness, extreme weather, family or personal emergency.

FEES, PAYMENTS, and BILLING

Payment for services is an important part of any professional relationship. This is even truer in therapy; one treatment goal is to make relationships and the duties and obligations they involve clear. You are fully responsible for seeing that my services are paid in full. Besides being a sign of maturity, meeting this responsibility shows your commitment to yourself and obtaining a better life. Research and experience show that people are more likely to improve in therapy when they prioritize therapy above personal time or money.

It is my policy to keep a credit card on file to be used for late cancellations, fees, or other types of professional services rendered. This prevents you from having a past-due balance and keeps our therapeutic relationship free of financial tension. You may choose to use the card on file, or prepay for your appointments using PayPal. I accept Visa, MasterCard, Discover, American Express, cash and personal check. Please make all checks payable to **MindWise Institute**. As with other professions, all travel fees will be based on travel time portal to portal and the time involved in providing the service at my regular fee schedule.

Should your personal check be returned for insufficient funds, you will be charged a penalty fee of \$38 / per incident.

You will be given at least 30 days notice in advance if my fees should change. My current regular fees are as follows:

Regular therapy services: For all sessions starting after 8 am or before 6 pm on weekdays, my hourly fee is \$140. For sessions beginning at 6 pm on weekdays or on weekends, my fees are \$180 per hour. I suggest if you are paying by check that you make out your check before each session begins so that our time can be used to focus on your primary concerns. It has been my experience that this arrangement works best to help us stay focused on your goals and not take away from our time together. Keeping your fees current allows me to keep my fees as low as possible by reducing my bookkeeping costs. Other payment or fee arrangements must be worked out before the end of our meeting. Please be prepared to pay for each session at the end of the session.

For scheduled sessions, if you have not arrived within fifteen minutes of the scheduled appointment and there has been no attempt to contact me, the session may be treated as a cancellation without 24 hour notification and you will be charged using the credit/debit card on file.

Should your account become 60 days past due and arrangements for payment have not been agreed upon, I have the right to use legal means (collection agency or court system) to secure payment. In this event, I respect client's confidentiality and only release a client's name, contact information, the dates and nature of services provided, and the dollar amount due.

Telephone consultations / appointments: I believe that telephone consultations may be suitable or even needed at times in our therapy. If so, I will charge you our regular fee, prorated over the time needed if a call lasts longer than 15 minutes. If I need to have telephone communication that extends beyond 15 minutes with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. If you are concerned about this policy, please

be sure to discuss it with me in advance so we can set a policy that is comfortable for both of us. Of course, there is no charge for brief calls related to scheduling and cancelling of appointments.

Psychological testing services: \$200 per hour. Psychological testing fees include the time spent with you, the time needed for scoring and studying the test results, and the time needed to interpret / write a report on the findings. The amount of time involved depends on the tests used and the questions the testing is intended to answer.

Court appearances (including responding to subpoenas, expert witness), preparations, reports and correspondence: \$360 per hour, with a required \$1440 retainer. All reports and written correspondence will require 30 days' notice and must be paid **before** the documents will be sent. Additionally, none of the above can take place without your signature on the **Court Testimony/Reporting Agreement** form as well as your signature on an **Authorization for Release of Confidential Information** form for each person who is to receive the report.

Mediation services: \$180 per hour (split between parties [\$90/ea] unless there is an existing court order stating it is to be paid by one party). Consultations with attorneys and social services, court-related clinical reports, court preparation, travel time, phone calls, etc. are included in this fee. Depositions, attendance at courtroom / mediation proceedings calls are **not** included in this fee. The fee for these services is \$360 per hour (\$180/ea).

Hospital visits / Consultation with other professionals: \$140/\$180 per hour depending on time of day/week. Appointments at alternative locations such as hospitals, home visits, and other therapists offices will be based on travel time, portal to portal, and the time involved in providing the required service at my regular fee schedule. Some services may require payment in advance.

Travel time: \$90 per hour.

I realize that my professional fees and charges involve a substantial amount of money, although they are well under similarly trained professionals. For you to get the best value for your money, we must work hard and well. Additionally, I am willing to negotiate fees as necessary.

I will assume that our agreed- upon fee-paying relationship will continue as long as I provide services to you unless there is a break in care of one (1) year or more. You may terminate our relationship at any point either in person, in writing, or by phone.

If you think you may have trouble paying your fees, please discuss this with me. If there is any problem with my charges, my billing, your insurance/3rd party payor, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work together. My intent is to ensure that financial issues do not become a barrier to care.

If your bill remains unpaid for an excessive amount of time, I am required to suspend therapy with you. Fees that continue unpaid after this may be turned over to small-claims court or a collection service. In the event that it is necessary to commence proceedings to collect money owed for professional services rendered, you will be expected to pay reasonable collection costs and fees incurred, including but not limited to attorney's fees.

INSURANCE, MANAGED CARE, AND CHOICE

I have made the choice not to contract with Managed Care Companies (MCC) for my professional services. Listed below you will find my thoughts concerning this decision.

Conflicts of Interest – As a Marriage & Family Therapist, I am required to avoid potential conflicts of interest. My primary concern is for your well-being. Therapists working under the constraints of MCC are sometimes put in the position of having to choose between what is in their own best interest and what is in their client's best interest. Managed Care Companies were created to "manage" and contain escalating healthcare costs. Their bottom line is to reduce costs and raise profits; it is not to increase the quality of care or quality of life for you. In some cases, therapists who contract with MCC are actually paid to NOT see clients.

Restricted Choice - Often MCC restrict your choice of therapist by offering only short term / brief therapy that I sometimes refer to as "drive-thru" therapy which meets the financial criteria of MCC but may fail to afford you the opportunity to get the

information / therapy that you want / need. It is my belief that this often results in your quality of care being compromised. This, of course, can result in the possibility of your needs going unmet.

Managed Care Companies often choose to limit what therapies are offered, restrict what is discussed in therapy, and decide which clients can be seen and for how long. Some MCC have even included “gag clauses” in their contracts to prevent therapists from suggesting more effective treatments

Professional Expertise - I believe that you should be able to access the full range of mental health professionals according to your needs. Often MCC restrict the professionals that you are allowed to work with - preferring to refer you to therapists who have a record of providing short term therapy rather than to other therapists who may provide better results or offer a different packaging of services.

Contractual Limitations – I believe that you have the right to full disclosure of any arrangements, agreements or restrictions between any third party and me that could interfere with or impact your treatment. Managed Care Companies may label counselors’ choices to advocate for clients in this manner as “Managed Care Unfriendly Behaviors” and take such actions as they deem fit. Typically “violations” such as these result in therapists being removed from provider panels or censured in other ways.

Privacy / Confidentiality – By contracting with MCC, it is likely that I would be required to share your deeply personal information with gatekeepers and utilization review professionals; it would mean potentially allowing literally hundreds of others to have access to your personal information.

Medication – Research has consistently shown that medication for problems with mood is most effective when combined with psychotherapy. Nevertheless, MCC frequently approve *medication only* for their members rather than permitting them to also work with a mental health counselor. Again, the appearance is that of being more concerned about money rather than my client’s needs.

Time – Managed Care Companies usually require therapists to justify and convince Utilization Review members before treatment is approved / continued. This is time consuming for the therapist and for the client who is required to continue her therapy in “fits and starts.”

Diagnosis and Stigma – Managed Care Companies typically cover only those services deemed “medically necessary” which is defined as being literally about life and death and the treatment of illness. This means that they require a diagnosis of *mental illness* for my clients. I believe that a mental health diagnosis is rarely necessary

STATEMENT OF PRINCIPLES & COMPLAINTS PROCEDURES

It is my intention to fully abide by all the rules of the AAMFT and by those of the State of Colorado.

Problems can arise in our relationship, just as in any other relationship. If you are not satisfied with any area of our work, please do not hesitate to raise your concerns with me at once. Our work together will be slower and harder if your concerns with me are not worked out. I will make every effort to hear any complaints you have and strive to seek solutions to them.

If you feel that I, or any other therapist, has treated you unfairly or has even broken a professional rule, please tell me. You can also contact the state or local counseling association and speak to the chairperson of the ethics committee. He or she can help clarify your concerns or tell you how to file a complaint.

In my practice as a therapist, I do not discriminate against clients because of any of these factors: age, gender, marital / family status, race, color, religious beliefs, ethnic origin, sexual orientation, place of residence, veteran status, physical disability, health status, criminal record unrelated to present dangerousness, or any other way one might discriminate against another. I respect that my clients may not see things the same way I do, but that it doesn’t make it wrong, only different. This is a personal commitment, as well as by ethical standards and by federal, state, and local laws and regulations. I will always take steps to advance and support the values of equal opportunity, human dignity, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this matter to my attention immediately.

THANK YOU!