

Jay D. Fellers, LCSW PC

6021 South Syracuse Way, Suite 201
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DISCLOSURE STATEMENT & POLICIES

THIS NOTICE DESCRIBES HOW MENTAL HEALTH INFORMATION ABOUT YOU
MAY BE USED & DISCLOSED & HOW YOU CAN ACCESS THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.

REGULATION OF MENTAL HEALTH PROFESSIONALS IN COLORADO:

- 1. Business Name:** Jay D. Fellers, LCSW PC
6021 South Syracuse Way, Suite 201
Greenwood Village, CO. 80111
303-947-4071
jdfcsw@hushmail.com
www.fellerstherapy.com
- Therapist's Name:** Jay D. Fellers, LCSW
Type of License: Licensed Clinical Social Worker, 1994-Present
License # 991258
- Degrees:** Masters of Social Work, University of Denver, 1991
Bachelors of Arts Sociology, Fort Hays State
University, 1981
EMDR Certified & Consultant Status

2. If you are over fifteen (15) years old, you must sign this disclosure statement, otherwise a parent or legal guardian must sign. This document contains the policies and procedures of Jay D Fellers LCSW PC. Please feel free to ask questions at any time if you do not understand something.

3. The Colorado Department of Regulatory Agencies (“DORA”), Division of Professions and Occupations (“DOPO”) has the general responsibility of regulating the practice of Licensed Psychologists, Licensed Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Certified and Licensed Addiction Counselors, and registered individuals who practice psychotherapy. The agency within DORA that specifically has responsibility is the Mental Health Section, 1560 Broadway, Suite #1350, Denver, CO 80202, (303) 894-2291 or (303) 894-7800; DORA_MentalHealthBoard@state.co.us. The State Board of Social Work

Examiners regulates Licensed Clinical Social Workers and the State Board of Registered Psychotherapists regulates Registered Psychotherapists and can be reached at the address listed above.

4. You, as a client, may revoke your consent to treatment, your release of confidential information, or disclosure in writing, given to your therapist, at any time during therapy.

5. There are three levels of Psychotherapy Regulation in Colorado: Licensing (requires minimum education, experience, and examination qualifications), Certification (requires minimum training, experience, and for certain levels, examination qualifications), and Registered Psychotherapist (does not require minimum education, experience, or examination qualifications.) All levels of regulation require passing a jurisprudence take-home examination.

Certified Addiction Counselor I (CAC I) must be a high school graduate, complete required training hours and 1,000 hours of supervised experience. Certified Addiction Counselor II (CAC II) must complete additional required training hours and 2,000 hours of supervised experience. Certified Addiction Counselor III (CAC III) must have a bachelor's degree in behavioral health, complete additional required training hours and 2,000 hours of supervised experience. Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. Licensed Social Worker must hold a masters degree in social work. 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. Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. Registered Psychotherapist is a psychotherapist listed in Colorado'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. Registered psychotherapists are required to take the jurisprudence exam. Matt and Sashi are currently Registered Psychotherapists listed in Colorado's state-wide database and are authorized to practice psychotherapy. They are not licensed psychotherapists and not required to satisfy any standardized educational or testing requirements to obtain registration in Colorado.

Supervisors may review case notes, clinical work, and/or request to observe their supervisee's client's therapy sessions. As such Jay D Fellers LCSW PC requests you sign an Authorization for Release of Information to the disclosure of confidential and protected health information.

CLIENT RIGHTS AND IMPORTANT INFORMATION:

As a client you have certain rights including the right to receive information from your primary therapist about his/her methods of therapy, the

techniques he/she uses, the duration of your therapy, if your primary therapist can determine it, and the fee structure. Please ask if you would like to receive this information.

Fees:

1. The fee structure, services, and fee policy provided are outlined as follows, unless otherwise agreed upon:

- a. Rates: rates are assessed on a sliding fee scale, based on \$1/\$1,000 of annual income (so \$140,000/year = \$140/50-minute hour. The top rate is \$140/50-minute hour, the bottom rate is \$100/50-minute hour. **Your fee would be \$_____**
- b. We will collect all fees at the time of your sessions unless we mutually agree in writing to an alternative arrangement. We request that you fill out the Credit Card Authorization form, which is kept in your file. **Please initial if you wish to use a credit/debit/HAS card._____**
- c. If your account remains unpaid thirty (30) days from the date of service, it is considered past due. If your account is past due, we may be obligated to turn the account over to a collection agency or seek collection through a civil court action. By signing below, you agree that we may seek payment for your unpaid bill(s) with the assistance of a collections agency. Should this occur, we will provide the collection agency or Court with your Name, Address, Phone Number, and any other directory information, including dates of service or any other information requested by the collection agency or Court deemed necessary to collect the past due account, but no more information than necessary to collect the past due account. We will notify you of our intention to turn your account over to a collection agency or the Court by sending such notice to your last known address.
- d. A 1.5% monthly interest rate will be assessed to all unpaid accounts. Any returned checks will have a \$50.00 service charge added to your account. Jay D Fellers LCSW PC maintains sole discretion, after one return check &/or a rejected card charge to require all future payments to be made in cash.
- e. Therapy fees and treatment are based on a 45-50-minute clinical hour instead of a 60 minute clock hour so that your primary therapist may review his/her notes and assessments on your behalf.
- f. I do not accept insurance or file claims for insurance

reimbursement. We can provide you with a super bill for you to submit to your insurance company for possible reimbursement as your policy may allow, upon your request.

Restrictions on Uses:

2. You are entitled to request restrictions on certain uses and disclosures of your protected health information as provided by 45 CFR 164.522(a), however we are not required to agree to your restriction request. Please review CSC's Notice of Privacy Policies for more information.

Second Opinion and Termination:

3. You are entitled to seek a second opinion from another therapist or terminate therapy at any time.

Confidentiality:

4. Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the psychotherapist is a Licensed Psychologists, Licensed Social Workers, Licensed Professional Counselors, Licensed Marriage and Family Therapists, Certified and Licensed Addiction Counselors, or a Registered Psychotherapist. If the information is legally confidential, the psychotherapist cannot be forced to disclose the information without the client's consent or in any court of competent jurisdiction in the State of Colorado in which a subpoena has been served.

5. There are exceptions to this general rule of legal confidentiality. These exceptions are listed in the Colorado statutes, C.R.S. §12-43-218. You should be aware that provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S § 13-90-107. There are additional exceptions that your primary therapist will identify to you as the situations arise during treatment or in our professional relationship. Some of those exceptions are:

- your primary therapist is required to report suspected child abuse or neglect situations;
- required to report the abuse or exploitation of an at-risk elder, or the imminent risk of abuse or exploitation;
- if your primary therapist determines that you are a danger to yourself or others, including those that can be identified by their association with a specific location or entity, he/she is required to disclose such information to the appropriate authorities or to warn the party, location, or entity you have threatened;
- if you become gravely disabled, your primary therapist is required to report this to the appropriate authorities;
- your primary therapist may also disclose confidential information in the course of supervision or consultation in accordance with Jay D Fellers LCSW PC's policies and procedures;
- in the investigation of a complaint or civil suit filed against your

primary therapist or Jay D Fellers LCSW PC;

- if you communicate any information involving a threat to yourself or to others, your primary therapist may be required to take immediate action to protect you or others from harm; or
- if your primary therapist or Jay D Fellers LCSW PC is ordered by a court of competent jurisdiction to disclose such information.

If you have been court-ordered to receive services from Jay D Fellers LCSW PC, there are additional exceptions to confidentiality. For example, you must sign a release of information for us to communicate with your probation officer, the Court and/or other members that are part of a Multidisciplinary Team.

In addition, there may be other exceptions to confidentiality as provided by HIPAA regulations and other Federal and/or Colorado laws and regulations that may apply.

6. Additionally, although confidentiality extends to communications by text, email, telephone, and/or other electronic means, your primary therapist cannot guarantee that those communications will be kept confidential and/or that a third-party may not access your communications. Even though your primary therapist may utilize state of the art encryption methods, firewalls, and back-up systems to help secure your communication, there is a risk that your electronic or telephone communications may be compromised, unsecured, and/or accessed by a third-party. Please review and fill out Jay D Fellers LCSW PC's Consent for Communication of Protected Health Information by Unsecure Transmissions.

Extraordinary Events:

7. In the case that your primary therapist becomes disabled, dies, or is away on an extended leave of absence (hereinafter "extraordinary event,") another mental health professional at my office may have access to your file, and contact you as necessary. Please let your primary therapist know if you are not comfortable with resuming services with Jay D Fellers LCSW PC and you can discuss possible alternatives at this time. The purpose of the Mental Health Professional Designee is to continue your care and treatment with the least amount of disruption as possible. You are not required to use the Mental Health Professional Designee for therapy services; the Mental Health Professional Designee can offer you referrals and transfer your client record, if requested.

Electronic Records:

8. I may keep and store records for each client electronically on my laptop and some mobile devices. In order to maintain security and protect the record, Jay D Fellers LCSW PC employs the use of firewalls, antivirus software, changing passwords regularly, and encryption methods to protect

computers and/or mobile devices from unauthorized access. Jay D Fellers LCSW PC can also remotely wipe out data on mobile devices if the mobile device is lost, stolen, or damaged.

I also use an external hard drive to back-up all electronic records. This helps prevent the loss or damage of records. We maintain the security of these backup devices through encryption and passwords. Email correspondence is also considered an electronic file. The email service provider we use is: hushmail.com. In order to maintain security of these electronic records, we have employed the following security measures:

- Entered into a HIPAA Business Associates Agreement with the email service provider. Because of this Agreement, the email service provider is obligated by federal law to protect these records from unauthorized use or disclosure;
- Employed the use of encryption and passwords, which are changed regularly

It may be necessary for other individuals to have access to these records, such as the email service provider's workforce members, in order to maintain the system itself. Federal law protecting the records extends to these workforce members. If you have any questions about the security measures we employ, please ask.

AS A CLIENT:

You as a Client agree and understand the following:

1. I understand that Jay D Fellers LCSW PC may contact me with information relevant to my treatment.
2. I understand that my therapist may only communicate with me electronically in accordance with the Consent for Communication of Protected Health Information by Unsecure Transmissions.
3. I understand that court testimony on my/our behalf is charged at a higher rate of \$200 per hour, including but not limited to: attorney fees Jay D Fellers LCSW PC may incur in preparing for the requested legal services, testimony related matters like case research, report writing, travel, depositions, actual testimony, cross examination time, and courtroom waiting time.
4. I understand that there may be times when my therapist may need to consult with a colleague or another professional, such as an attorney or supervisor, about issues raised by me in therapy. My confidentiality is still protected during consultation by my therapist and the professional consulted. Only the minimum amount of information necessary to consult

will be disclosed. I understand that my primary therapist may discuss my therapeutic issues with other members of Jay D Fellers LCSW PC without signing a separate Release of Information in the interest of providing me with the best care.

5. I understand that, in general, Jay D Fellers LCSW PC does not provide Teletherapy, such as therapy over telephone or video chat. I understand that communications via email and text should be limited to administrative purposes and not used as an avenue for therapy. I understand that should I want Teletherapy, I will discuss my request with my primary therapist. I understand that it is in my primary therapist's sole discretion whether to accommodate my request for Teletherapy.

6. I understand that my primary therapist does not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries.

7. I understand Jay D Fellers LCSW PC and my primary therapist provide non-emergency therapeutic services **by scheduled appointment only**. If, for any reason, I am unable to contact my therapist by telephone number he provided me, 303-947-4071, and I am having a true emergency, I will call 911, check myself into the nearest hospital emergency room, or call Colorado's Crisis Hotline (844) 493-8255. Jay D Fellers LCSW PC does not provide after hours service without an appointment. **If I must seek after hours treatment from any counseling agency or center, I understand that I will be solely responsible for any fees due.** I understand that if I leave a voicemail for my primary therapist on the phone number provided, my primary therapist will return my call by the end of the next business day, excluding holidays and weekends.

8. If my primary therapist believes my therapeutic issues are above her or his level of competence, or outside of his or her scope of practice, he or she is legally required to refer, terminate, or consult.

9. I understand that I am legally responsible for payment for my therapy services. If for any reason, a third-party payor does not compensate my primary therapist, I understand that I remain solely responsible for payment. I also understand that signing this form gives permission to my primary therapist to communicate with anyone connected to my therapy funding source regarding payment. I understand that certain third-party payors may request information from my primary therapist about the therapy services I received which may include but is not limited to: a diagnosis or service code, description of services or symptoms, treatment plans/summary, and in some cases my entire client file. I understand that once a third-party receives the information, I or my primary therapist has no control of the security

measures the third-party takes or whether the third-party shares the required information. I understand that I may request from my primary therapist a copy of any report he/she submits to any third-party on my behalf. Failure to pay will be a cause for termination of therapy services.

10. I understand that this form is compliant with HIPAA regulations and no medical or therapeutic information or other information related to my privacy, will be released without permission unless mandated by Colorado law as described in this form and the Notice of Privacy Policies and Practices. Consistent with HIPAA guidelines authorization for release and consent for treatment will be automatically revoked two years after the signing date, unless otherwise allowed by law.

11. I understand that if I have any questions about my primary therapist's methods, techniques, or duration of therapy, fee structure, or would like additional information, I may ask at any time during the therapy process. I understand that to include my partner, spouse, significant other, parent(s)/legal guardian(s), or other family members in my therapy, I will have to sign a separate Release of Information.

12. I understand that should I choose to discontinue therapy for more than sixty (60) days by not communicating with Jay D Fellers LCSW PC or my primary therapist, my treatment will be considered "terminated." I may be able to resume therapy after the sixty (60) day period by discussing my decision to resume therapy services with my primary therapist. Ability to resume therapy after sixty (60) days will depend upon my primary therapist's availability and will be within his/her sole discretion. This disclosure statement will remain in effect should I resume therapy if one (1) year has not elapsed since my last session. However, I may be asked to provide additional information to update my client record. I understand "discontinuing therapy" means that I have not had a session with my primary therapist for at least sixty (60) days, unless otherwise agreed to in writing.

13. There is no guarantee that psychotherapy will yield positive or intended results. Although every effort will be made to provide a positive and healing experience, every therapeutic experience is unique and varies from person to person. Results achieved in a therapeutic relationship with one person are not a guarantee of similar results with all clients.

14. Because of the nature of therapy, I understand that my therapeutic relationship has to be different from most other relationships. In order to protect the integrity of the counseling process the therapeutic relationship must remain solely that of psychotherapist and client. This means that my primary therapist cannot be my friend. Jay D Fellers LCSW PC or my primary therapist cannot have any type of business relationship with me other than

the counseling relationship (i.e. cannot hire me, lend to or borrow from me; or trade or barter for services in exchange for counseling). My primary therapist cannot have any kind of romantic or sexual relationship with a former or current client, or any other people close to a client. My primary therapist cannot hold the role of counselor to her/his relatives, friends, the relatives or friends, people s/he knows socially, or business contacts. In a professional relationship, sexual intimacy between a psychotherapist and a client is never appropriate. If sexual intimacy occurs it should be reported to DORA at (303) 894-2291, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202; State Board of Social Work Examiners or the State Board of Registered Psychotherapists.

15. I understand that should I cancel within 24 hours of my appointment or fail to show up for my scheduled appointment without notice (“no-show”), excluding emergency situations, Jay D Fellers LCSW PC has a right to charge my credit card on file, or my account, for the full amount of my session.

16. I also affirm, by signing this form, I am at least fifteen (15) years old and consent to treatment and therapy services or that I am the legal guardian and/or custodial parent with the legal right to consent to treatment for any minor child/ren who is under the age of fifteen (15).

17. I understand that if I am consenting to treatment for my minor child/ren that my primary therapist will request that I produce the Court Order Custody Agreement and/or Parenting Plan that grants me such authority. Further, I understand and agree to keep my primary therapist informed of any proceedings or supplemental court orders that affect my parenting rights, custody arrangements, and decision-making authority; I understand that failing to do so will prohibit my primary therapist from providing therapy to my minor child/ren. I understand that it is beyond the scope of my primary therapist’s practice to provide custody recommendations; a Court is able to appoint professionals with the expertise to make such recommendations.

18. By signing this form, I affirm that I am fully informed of the therapy services I am requesting at Jay D Fellers LCSW PC, and grant my consent to receive such therapy services.

My signature below affirms that the preceding information has been provided to me in writing by my primary therapist. If I am unable to read or understand this document, or have no written language skills, an oral explanation will be provided. Furthermore, should such assistance be required, I permit a Multi-disciplinary Team Representative or my Legal Guardian, to sign on my behalf with such information having been verbally explained to me. I understand my rights as a client/patient and should I have any questions, I will ask my therapist.

Client Name/Signature

DATE

Parent/Legal Guardian Signature
(Please specify Relationship to Client)

DATE

Multi-disciplinary Team Representative
(Please specify Relationship to Client)

DATE

Therapist Signature

DATE