

Jay D. Fellers, LCSW PC

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OUTPATIENT SERVICES CONTRACT/INFORMED CONSENT

Therapist's Name: Jay D. Fellers, L.C.S.W.
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

12.43.214(1)(c)CRS: The practice of mental health services in the State of Colorado is regulated by the Colorado State Department of Regulatory Agencies. Any questions, concerns, or complaints regarding the practice of mental health may be directed to the State Board listed:

State Grievance Board
1560 Broadway, Suite 1340
Denver, CO 80202
(303) 894-7766

This document contains important information about my professional services and business policies. Please read it carefully and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

PSYCHOTHERAPY SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the client, and the particular problems you bring forward. There are many different methods I may use to help you deal with issues. **Psychotherapy** differs from a medical doctor visit, in that it **calls for a very active effort on your part**. In order for the therapy to be most successful, **you will have to work on things we talk about both during our sessions and at home**.

Psychotherapy can have benefits and risks. Therapy is not always easy. You may find yourself having to discuss very personal information. You could find those conversations difficult or embarrassing, and you may be anxious during or after such conversations. As you learn more about yourself, you might become somewhat depressed. Counseling is intended to alleviate those kinds of problems, but sometimes—especially at first—as you get to the root of some things, you may feel them even more acutely than in the past. I may also ask you to do some things that might, at first, make you feel awkward or uncomfortable. Sometimes therapy requires trying new ways of doing things. You will always be free to move at your own pace, however. I will challenge you and your old ways of thinking about and doing things, but cannot offer any promise about the results you will experience. Your outcome will depend on many things.

On the other hand, psychotherapy has also been shown to have benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

In a professional relationship, such as ours, sexual intimacy is never appropriate and should be reported to the grievance board. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

MEETINGS

I will usually schedule one 50-minute session per week at a time we agree on, although some sessions may be longer or more frequent. **Once an appointment is scheduled, you will be expected to pay the full amount for the scheduled time unless you provide 24 hours advanced notice of cancellation.**

PROFESSIONAL FEES

My hourly fee is \$130 for 50 minutes, prorated thereafter for longer sessions. In cases of financial hardship, I do offer a sliding fee schedule based on \$1.00 per \$1,000.00 of yearly income; my top rate is \$130, my bottom rate is \$90. For some third party reimbursement (i.e. Victim Compensation, Probation Offender Funds, SB94 & DHS, etc.) there may be a \$10 co-pay per session.

In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing (for formal evaluations), telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of financial hardship, I am willing to offer a reduced fee arrangement. However, if you are filing for reimbursement from your insurance company for seeking out-of-network provider coverage, you may be required to pay the maximum fee (\$130). The fee that we have agreed upon is \$ _____/hour.

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

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. Many do reimburse for out of network services. I do not always accept health insurance for psychotherapy services. However, I can provide you with the needed documentation and billing information for you to request reimbursement from your insurance carrier and/or health care account.

You should also be aware that **most insurance companies require you to authorize me to provide them with a clinical diagnosis.** Sometimes I have to provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim 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 the information with a national medical information databank. It is important to remember that **you always have the right to pay for my services yourself** to avoid the problems described above (unless prohibited by contract).

CONTACTING ME

I am often not immediately available by telephone, as I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by a voice mail system that I monitor frequently. If you have not heard from me within 24 hours, please call again as your message may have been lost. Text messaging and/or email are the most efficient way to reach me; contacting me through my website will send both a text & an email. Also be aware of the confidentiality limitations with email. I will make every effort to return your communication on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and/or call 911, and ask for the psychiatrist/psychologist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary, and advisement of these circumstances and directions will be included in my voicemail message as well as posted on my website.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests.

MINORS

If you are under eighteen years of age, 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 parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. There are exceptions to the general rule of legal confidentiality. These exceptions are listed in the Colorado Revised Statutes (see section 12-43-218) and include:

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition and/or mental health is an important issue (such as a custody dispute, an injury lawsuit that claims compensation for emotional pain & suffering, etc.), a judge may order my testimony if he/she determines that the issues demand it. Similarly, you would lose protection of your privilege if you file a complaint with the state licensing board.

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 that a child or an elderly person is being abused, I must file a report with the appropriate state agency.

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

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in information you about potential problems, it is important that we discuss any questions or concerns that you may have. 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.

The financial part of our relationship also imposes some confidentiality limits. If you are using insurance or another third party payer, I must share certain information with them, including (but not necessarily limited to) your diagnosis and the times of your visits, symptoms, progress, etc. You should also understand that insurance and managed care information is often stored in national computer databases. If I find myself in a dispute with you over billing, I may only provide the information necessary to clarify and collect any outstanding balance.

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

_____	_____	_____	_____
Client Signature	Date	Client Signature	Date

_____	_____	_____	_____
Client Signature	Date	Client Signature	Date

_____	_____
Witness Signature	Date