

Enrich Relationship Center of Colorado™



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PSYCHOLOGIST-CLIENT SERVICES AGREEMENT COLORADO

Welcome to Enrich Relationship Center of Colorado, formerly Sauder Psychology, Inc. This document (the Agreement) contains important information about professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights with regard to the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for the use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires your signature acknowledging that you have been provided with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully and that you discuss any questions you have with your psychologist. When you sign this document, it will represent an agreement between us.

PSYCHOLOGIST QUALIFICATIONS

Psychologists have professional training in conducting mental health treatment. You have the right to inquire fully about the credentials, education and experience of your psychologist and have your questions answered to your satisfaction.

Heidi A Sauder, PhD

Doctor of Philosophy in Clinical Psychology, California School of Professional Psychology, San Diego (2001)
Colorado license PSY3160

Per Colorado Revised Statute (CRS) 12-43-304, psychologists eligible for licensure must be “at least twenty-one years of age”; “not in violation of any provision of this article or any rules promulgated by the board”; have “completed a doctorate degree with a major in psychology, or the equivalent to such major as determined by the board from an approved school”; have “had at least one year of postdoctoral experience practicing psychology under supervision approved by the board; and,” demonstrated “professional competence by passing a single, written examination in psychology as prescribed by the board and a jurisprudence examination administered by the division.”

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you are experiencing. There are many different methods your psychologist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical visit. Instead, it calls for a very active effort on your part. For the therapy to be most successful, you must work on things talked about both during sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy also has been shown to have many 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your psychologist will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information with your own opinions of whether you feel comfortable working with your psychologist. Therapy involves a large commitment of time, money, and energy, so you should be very

careful about the psychologist you select. If you have questions about procedures, please discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

ASSESSMENTS and PROFESSIONAL FEES

Overview of Gottman Method Couples Therapy

Gottman Method Couples Therapy is based on Dr. John Gottman's research that began in the 1970s and continues to this day. The research has focused on what makes relationships succeed or fail. From this research, Drs. John and Julie Gottman have created a method of therapy that emphasizes a nuts-and-bolts approach to improving clients' relationships.

This method is designed to help teach specific tools to deepen friendship and intimacy in your relationship. To help you productively manage conflicts, you will be given methods to manage resolvable problems and dialogue about gridlocked (or perpetual) issues. We will also work together to help you appreciate your relationship's strengths and to gently navigate through its vulnerabilities.

Gottman Method Couples Therapy Consists of Five Parts

- Assessment
- Treatment
- Out of Therapy
- Termination
- Outcome Evaluation

Early in the assessment phase, you will be given some online materials to complete that will help us better understand your relationship. In the first session, we will talk about the history of your relationship, areas of concern, and goals for treatment.

In the next sessions, we will meet with each of you individually to learn your personal histories and to give each of you an opportunity to share thoughts, feelings and perceptions. Information shared in these individual sessions is incorporated into feedback and treatment planning. In the final session of assessment, we will provide feedback from the assessment process, and decide if your psychologist is the right fit for you and if intervention is recommended at this time. If all parties agree to begin intervention, we will share recommendations for treatment and work to define mutually agreed-upon goals for therapy.

Most of the work will involve sessions in which you will be seen together as a couple. However, there may be times when individual sessions are recommended. We may also give you exercises to practice between sessions.

The length of therapy will be determined by your specific needs and goals. During therapy, we will establish points at which to evaluate your satisfaction and progress. Also, we encourage you to raise any questions or concerns that you have about therapy at any time.

In the later stage of therapy, we will phase out or meet less frequently for you to test out new relationship skills and to prepare for termination of therapy. Although you may terminate therapy whenever you wish, it is most helpful to have at least one session together to summarize progress, define the work that remains, and to say goodbye.

In the outcome-evaluation phase, as per the Gottman Method, four follow-up sessions are planned: one after six months, one after 12 months, one after 18 months, and one after two years. These sessions have been shown through research to significantly decrease the chances of relapse into previous, unhelpful patterns. In addition, commitment to providing the best therapy possible requires ongoing evaluation of methods and client progress. The purpose of these follow-up sessions will be to fine-tune your relationship skills if needed and to evaluate the effectiveness of the therapy received.

If you have questions about procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

While we have taken training in the Gottman Method, we want you to know that we are completely independent in providing you with clinical services, and we alone are fully responsible for those services. The Gottman Institute or its agents have no responsibility for the services you receive.

Fees for the assessment of your therapy are based on the number of hours needed to complete the three-step process. Generally, the assessment requires about 4 to 4 ½ hours in three or four in-office sessions. It also requires 1 to 2 hours of paperwork.

The components of the assessment are as follows:

Session #1	Intake Interview	90 minutes
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Each partner also completes an online assessment through the Gottman Institute. This comprehensive assessment measures strengths and challenges in the relationship and personal variables. This detailed assessment aids in treatment planning and can streamline treatment. The cost is **\$195** and payable prior to the individual sessions.

Session #2 & 3	Individual Interviews	60 minutes each
Session #4	Feedback/Treatment	
Planning	90 minutes	
Treatment Sessions	Ongoing Weekly Sessions	90 minutes each
Termination Sessions	1 or 2 Weekly Sessions	90 minutes each
Follow-Up Sessions	Four Sessions Spaced 6 weeks apart	90 minutes each

Session fees in Centennial, Colorado, are \$195 for each 45-minute segment, \$260 an hour, and \$390 for each 90-minute segment. If you are utilizing out-of-network insurance benefits, please note that insurance will only reimburse for one 45-minute segment a day. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than 45 minutes. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request.

Couple Intensives typically are two or three days of intervention in a row. Each day is 6 hours, and the assessment portions are offered over the telephone/secure video conferencing to couples who live outside the Denver area. Assessment rate is \$1500 and paid at the time the first assessment session is scheduled. If after the assessment phase intervention is not scheduled, the fee for assessment is non-refundable.

Intensives are offered in the Centennial office for a rate of \$3500 for two days and \$5250 for three days. Summit County or Beaver Creek Mountain intensives are offered for a rate of \$5000 for two days and \$7000 for three days. Anchorage or Sitka, Alaska, intensives are offered for a rate of \$7000 for two days and \$9000 for three days. Fees for 50% of anticipated total cost are collected at the time the intensive is scheduled. The remaining balance is paid on the first day of the intensive. Couples are responsible for their own travel and hotel arrangements and costs.

If you live in the states of AZ, DE, GA, IL, MO, NC, NE, NV, OK, TX, UT, PA, or VA, a couple intensive can be arranged in your state. Rates are based on travel expenses for Dr. Sauder and number of days of intervention. Please contact Dr. Sauder to discuss.

Maintenance Sessions in Summit County or Beaver Creek Mountain Fees are \$255 for each 45-minute segment, \$340 for each 60-minute segment, and \$510 for each 90-minute segment. Fees for 50% of anticipated total session cost are collected at the time the appointment is scheduled. The remaining balance is paid at time of service. If you are utilizing out-of-network insurance benefits, please note that insurance may only reimburse for one 45-minute segment a day and may place a cap on total reimbursement. In addition to appointments, we charge this amount for other professional

services you may need, though we will break down the hourly cost if we work for periods of less than 45 minutes. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request.

Refund/Cancellation Policy:

Therapy sessions in Centennial, CO refund/cancellation: Any session that is cancelled **at least 24 hours in advance** of the date of service will be fully refunded. **If a session is cancelled less than 24 hours in advance, or if a client fails to show for a session, the session fee is charged in full.**

Therapy sessions in Summit County or Beaver Creek Mountain, CO refund/cancellation: Any session that is cancelled **at least 14 days in advance** of the date of service will be fully refunded. If a session is cancelled within 14 days of the session date, the paid 50% fee will **not** be refunded, and the remaining 50% due will be converted to a credit, good for one year, which may be applied to other professional programs or products.

Couple intensives refund/cancellation: Fifty percent of the two- or three- day counseling fee will be collected when the appointment is set. The outstanding fee will be collected upon arrival for the scheduled intensive. Fees are refundable (less a \$100 administrative fee) when a cancellation occurs **at least 30 days prior to the start** of the intensive. If a cancellation occurs within 30 days of the Intensive date, the paid 50% fee will **not** be refunded, and the remaining 50% due will be converted to a credit, good for one year, which may be applied to other professional programs or products. **If counseling has begun and is terminated because of a direct or indirect threat or intimidation from one client to the other, or the therapist, there will be no refund.**

Workshop refund/cancellation: Registration fees are refundable (less a \$50 administrative fee) when a cancellation is made more than three weeks prior to the workshop date. If a cancellation occurs within three weeks of the workshop date, the registration will be converted to a credit, good for one year, which may be applied to future workshops.

Professional training refund/cancellation: Registration fees are refundable (less a \$100 administrative fee) when a cancellation occurs at least 30 days prior to the start of the training. Cancellations after this date will receive a credit, good for one year, which may be applied to other professional programs or products.

If you become involved in **legal proceedings** that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty of legal involvement, we charge \$400 per hour/per therapist involved for preparation and attendance at any legal proceeding.

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not reimburse cancelled sessions.

Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, we may be willing to negotiate a fee adjustment or payment installment plan.

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

OUT OF NETWORK INSURANCE REIMBURSEMENT

For us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and offer you whatever assistance we can in helping you receive the benefits to which

you are entitled; however, you (not your insurance company) are responsible for full payment of fees. It is very important that you find out exactly what out-of-network mental health services your insurance policy covers.

If you seek reimbursement for our services from your health insurance company, information regarding the services we provide will be required, including a clinical diagnosis. At times, we are required to present additional clinical information, such as treatment plans or summaries, or copies of your entire clinical record. In such situations, we will make every effort to release only the minimum amount of information about you that is necessary for the purpose requested. 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, we have no control over what they do with it once it is in their possession. In some cases, they may share the information with a national medical information databank. We will give you a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

CONTACT

If needed, you can leave your psychologist a message at 720.324.8781. When you leave a message, include your telephone number, even if you think your psychologist already has it, and best times to reach you. Every effort is made to return calls in a timely manner. In the rare circumstance that a message is missed or accidentally deleted, and you do not hear back from us within one business day, please leave a second message. If we are unavailable for an extended time, such as on vacation, we will inform you of the contact information for the therapist on-call during our absence.

If you are in an emergency situation and cannot wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. Highlands Behavioral Health offers 24-hour emergency behavioral health and may be contacted by calling 720.348.2800. Enrich Relationship Center of Colorado, formerly Sauder Psychology, Inc., is not a crisis facility. Do not contact us by email in an emergency, as we may not receive the information quickly.

Unless you indicate otherwise, your signature on this form communicates permission for your psychologist to communicate with you through phone calls, voicemails, and text and email messages, including a termination letter that will be sent to the email address(es) on file. If you would like to limit such communication, please clearly inform your psychologist of your wishes.

SOCIAL MEDIA POLICY

In order to maintain your confidentiality and our respective privacy, we do not interact with current or former clients on social networking websites. We do not accept friend or contact requests from current or former clients on any social networking site, including Twitter, Facebook, LinkedIn, etc.

We will not solicit testimonials, ratings or grades from clients on websites or through any means. We will not respond to testimonials, ratings or grades on websites, whether positive or negative, in order to maintain your confidentiality. Our hope is that you will bring concerns about our work together to the therapy session so we can address them directly.

Please do not contact us through text messages or emails regarding clinical issues. These are not secure means of communication, and there is the possibility that we will not get the message in a timely manner, or that communication will be misinterpreted. If you need to contact your psychologist between sessions, please call 720.324.8781. Text messages and emails are only to be used for scheduling or changing or canceling appointments.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, we can only release information about your treatment to others if you sign an authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only your written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of a client. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your clinical record (which is called "PHI" in

the Colorado Notice - Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information below).

You should be aware that we employ administrative staff. In most cases, we need to share protected information with these individuals for administrative purposes, such as billing and quality assurance. All the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without permission.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

If a client threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations when we are permitted or required to disclose information without either your consent or authorization:

- If a client is involved in a court proceeding and a request is made for information concerning professional services, such information is protected by the psychologist-client privilege law. We cannot provide any information without a client's written authorization or a court order. If a client is involved in or contemplating litigation, they should consult with their attorney to determine whether the court would be likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, we are required to provide it to them.
- If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
- If a client files a worker's compensation claim, we are required to submit a report to the Workers' Compensation Division.

There are some situations in which we are legally obligated to take actions which we believe are necessary to attempt to protect others from harm and, in so doing, we may have to reveal information about a client's treatment. These situations are unusual in our practice and, if such a situation arises, we will make every effort to fully discuss it with you before taking any action and will limit our disclosure to what is necessary:

- If we have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if we have observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, the law requires that we file a report with the appropriate governmental agency. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that we file a report with the appropriate governmental agency. Once such a report is filed, we may be required to provide additional information.
- If a client communicates a serious threat of imminent physical violence against a specific person or persons, we must make an effort to notify such person and/or an appropriate law enforcement agency and/or take other appropriate action, including seeking hospitalization of the client.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, formal legal consultation may be needed.

PROFESSIONAL RECORDS

The laws and standards of our profession require that we keep Protected Health Information about you in your clinical record. Except in unusual circumstances that involve danger to yourself and others, or where information has been supplied to us confidentially by others, you may examine and/or receive a copy of your clinical record, if you request it in

writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence or have them forwarded to another mental health professional to discuss the contents. In most situations, we are allowed to charge a copying fee of \$1.00 per page (and for certain other expenses). If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

For those receiving relationship/couples therapy, the written consent of all people involved in the treatment is necessary to release any clinical information.

All records will be created and maintained in accordance with the Colorado Revised Statutes and may not be maintained after the required seven-year period (commencing on the date of termination of psychological services or the date of last contact, whichever is later).

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your clinical record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and, the right to a paper copy of this Agreement, the Notice, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

MINORS & PARENTS

Clients under 13 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment record, unless we decide that such access is likely to injure the child. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is our policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment we will provide them only with general information about the progress of the child's treatment, and their attendance at scheduled sessions. Upon request, we will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel that the child is in danger or is a danger to someone else, in which case we will notify the parents of our concern. To the extent possible, before giving parents any information we will discuss the matter with the child and do our best to handle any objections they may have.

COLORADO NOTICE

Notice of Psychologists' Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- "PHI" refers to information in your health record that could identify you.
- "Treatment, Payment and Health Care Operations"
 - *Treatment* is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care.
 - *Health Care Operations* are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- "Use" applies only to activities within our office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "Disclosure" applies to activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances, when we are asked for information for purposes outside of treatment, payment or health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes we have made about our conversation during a private, group, joint, or family counseling session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

We will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If we have reasonable cause to know or suspect that a child has been subjected to abuse or neglect, we must immediately report this to the appropriate authorities.
- *Adult and Domestic Abuse* – If we have reasonable cause to believe that an at-risk adult has been mistreated, self-neglected, or financially exploited and is at imminent risk of mistreatment, self-neglect, or financial exploitation, then we must report this belief to the appropriate authorities.
- *Health Oversight Activities* – If the Colorado State Board of Psychologist Examiners or an authorized professional review committee is reviewing our services, we may disclose PHI to that board or committee.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment or the records thereof, such information is privileged under state law, and we will not release information without your written authorization or a court order. The privileged does not apply when you are being evaluated or a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- *Serious Threat to Health or Safety* – If you communicate to us a serious threat of imminent physical violence against a specific person or persons, we have a duty to notify any person or persons specifically threatened, as well as a duty to notify an appropriate law enforcement agency or by taking other appropriate action. If we believe that you are at imminent risk of inflicting serious harm on yourself, we may disclose information necessary to protect you. In either case, we may disclose information in order to initiate hospitalization.
- *Worker’s Compensation* – We may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker’s compensation or other similar programs, established by law, that provided benefits for work-related injuries or illness without regard to fault.

When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state’s confidentiality law - this includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

There may be additional disclosures of PHI that we are required or permitted by law to make without your consent or authorization; however, the disclosures listed above are the most common.

IV. Patient’s Rights and Psychologist’s Duties

Patient’s Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information regarding you. However, we are not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. On your request, we will send your communications to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from us upon request, even if you have agreed to receive the notice electronically.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket* - You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for our services.
- *Right to Be Notified if There is a Breach of Your Unsecured PHI* - You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) our risk assessment fails to determine that there is a low probability that your PHI has been compromised.

“Breach” has the meaning of that term as defined in 45 CFR 164.402 and applicable regulations under that section. It includes the unauthorized acquisition, access, use, or disclosure of unsecured PHI that compromises the security or privacy of such information.

“Unsecured PHI” has the meaning of that term as defined in 45 CFR 164.402. It includes protected health information (PHI) that is not secured through the use of a technology or methodology, such as encryption, specified by the Secretary of the U.S. Department of Health & Human Services under that section.

Psychologist’s Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will post a new copy on our website and have copies available in our office. We will also notify you verbally or by posting a notice that they have been changed in our office.

V. Questions and Complaints

If you have a concern or complaint about your treatment or about your billing statement, please talk to us about it. We will take your criticism seriously and respond respectfully. If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact us at 720.324-8781.

If you believe that your privacy rights have been violated and wish to file a complaint with us, you may send your written complaint to:

Heidi A. Sauder, Ph.D.

Enrich Relationship Center of Colorado

9085 East Mineral Circle, Suite 235

Centennial, CO 80112

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. We can provide you with the appropriate address upon request.

You have specific rights under the Privacy Rule. We will not retaliate against you for exercising your right to file a complaint.

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain.

A FINAL WORD

The therapeutic relationship is a very personal and individualized partnership. We want to know what you find helpful and what, if anything, may be getting in the way. We want you to feel free to share with us what we can do to help.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE DESCRIBED ABOVE.

Signature:

Date:

Signature:

Date: