

Whole Story

Psychotherapy and Counseling Services

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Professional Counselor Disclosure Statement, Privacy Policy, and Consent to Treatment

This notice describes how medical information, which includes mental health information about you, may be used and disclosed and how you can get access to this information.

Please review it carefully.

The Core Message in Plain Language

I respect your privacy and the confidentiality of the knowledge you share with me, and accordingly do all I can to protect them. My commitment to protecting your privacy rests on my understanding that the work we are doing together depends on safety and that safety is supported by my honoring and protecting the vulnerability that comes with letting yourself be fully known. I also respect the time, training, and care I have devoted and continue devoting to this profession, and recognize my needs to have this practice work for me as my way of earning my living. Accordingly, I want to clarify as well the expectations I have of how we will handle appointments, payments, and other issues that will structure our work together.

Federal and State Standards and Guidelines to Protecting Your Privacy

Beyond my individual ethics, your privacy is also protected by Federal Law, specifically the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). As a licensed professional counselor in the State of Colorado (License #5046), I also follow the rules and regulations of my licensed profession, which require me to disclose certain information to clients in my practice. If you are choosing to work with me as a licensed counselor, you should understand some of the rules in the State of Colorado that regulate those practicing under this license before consenting to treatment. Since there is lots of overlap between the State and Federal Standards, I have integrated both in this document.

My Training – What prepared me for this profession and license is a varied life of studies and experience. I draw upon my two Master's of Arts (M.A.) degrees: the first in Communication Studies from Northwestern University (1988) and the second in Transpersonal Counseling Psychology from Naropa University (2005). My work is also influenced by an undergraduate liberal arts education at the University of California, Santa Cruz, studying philosophy, theatre, and social sciences, and a year spent at the University of Texas, Austin, doing doctoral studies into healing life stories. I have completed Levels I & II of training in a modality of therapy aimed at resolving trauma called EMDR, Eye-Movement Desensitization and Reprogramming. I am certified as a community mindfulness instructor by Naropa University where I also worked as an adjunct faculty teaching psychology and meditation classes and retreats. To be licensed in the State of Colorado involves certain educational standards, passing a national exam of competency in the field of Professional Counseling, and completing 2000 hours of counseling under the supervision of licensed therapists.

Clients Rights and Counselor Regulations

1. You are entitled to information about my methods of therapy, the techniques used, the duration of therapy, if it can be determined, and the fees for different forms of service (e.g. different session lengths, phone calls, home visits)
2. You may seek a second opinion from another therapist and may end therapy at any time. However, since the critical component of healing is the relationship with the therapist, I strongly recommend your bringing up thoughts of ending when they arise so that we can work together to get the most satisfactory closure to our course of therapy.

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3. In a professional therapy relationship, sexual intimacy is never appropriate and is illegal in Colorado. If sexual intimacy occurs, it should be reported to the Mental Health Grievance Board, a part of DORA (Colorado Department of Regulatory Agencies). DORA regulates the practice of both licensed and unlicensed persons in the field of counseling. Any questions, concerns, or complaints regarding counseling services may be directed to them at 1560 Broadway Street, Suite 1370, Denver, CO 80202, phone 303.894.7766.

Confidentiality and Uses of Protect Health Information – During the process of providing services to you, I, Christopher Maier, MA, LPC (also referred to as “therapist”), will obtain, record, and use mental health and other medical information about you that is protected health information (PHI). Ordinarily that information is confidential and will not be used or disclosed without your signed consent. Exceptions to the rule of confidentiality include those mandated by State or Federal Law. Some of these are listed in Colorado Regulatory Statute 12-43-218, while others are listed as part of HIPAA, the Health Insurance Portability and Accountability Act of 1996.

I. Uses and Disclosures of Protected Health Information

I may use and disclose your protect health information for the purposes of providing treatment, obtaining payment for treatment, and conducting the business of my practice.

1. *Treatment.* I will use and disclose your PHI to provide, coordinate, or manage your care and related services.
2. *Payment.* Your PHI may be used and disclosed to obtain payment for the services I provide. For example, I will use information to bill you, and to provide you with invoices if requested so that you can get reimbursement from insurance and banking institutions.
3. *Consent to Telehealth and other Electronic MeaAs* email, texting, and other means of digital communication are increasingly used, I have considered how to balance the advantages they offer with the risks they present to the security of your PHI (Private Health Information). Due to the risks of transmission of the Coronavirus, I have switched to a telehealth platform, Doxy.me. While that platform is HIPPA-compliant the other four technological options listed below are not. I have decided to follow whatever preferences you have as to which means of communication we do or do not use. Please be informed as to the risks of using any of the means you are considering using. *By signing this agreement you express your understanding that I use standard, non-encrypted email and phone services and that these are not considered completely secure for protecting Private Health Information.*
4. **By my initialing, I am asserting my choices of means of communication knowing that Whole Story uses standard, non-secure email, phone, and text services:**

- | | | | |
|----------------------|-----------|----------|---------------------------------|
| 1. Doxy.me | Yes _____ | No _____ | Additional restrictions? |
| 2. Unencrypted Email | Yes _____ | No _____ | |
| 3. Text messages | Yes _____ | No _____ | |
| 4. Voice mail | Yes _____ | No _____ | |
| 5. FaceTime | Yes _____ | No _____ | |

II. Other Uses and Disclosure of Information Without Your Consent

In compliance with state and federal laws, the following information may be disclosed without your consent:

1. **Mandated Reporting and Emergencies:** As a therapist, I am legally required to report if I determine there is indication of abuse or neglect to a child or dependent adult. I also must report to police and disclose health information if I determine there is a threat of you harming yourself and/or identified other(s) including a threat of contagion with a life-threatening disease.
2. **Criminal Activity and/or Danger to Others:** I may disclose health information if a crime is committed on premises or against myself, or if I believe there is someone who is in immediate danger.

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3. National Security, Intelligence Activities, and Protective Services to the President and Others: I may be compelled to disclose health information to authorized federal officers as authorized by law in order to protect the President or other national figures, or in cases of national security.
4. Judicial and Administrative Proceedings: I may be compelled to disclose your health information in the course of judicial or administrative proceedings in response to a valid court order or other lawful process. Such proceedings include but are not limited to child custody, criminal, and delinquency cases. If a client files a complaint or lawsuit against Whole Story or Christopher Maier, I may disclose relevant information from your file to defend myself.
5. Payment situations – If a past due payment (more than 90 days past date of service) were to go to collections, your confidentiality would be waived to address that situation.
6. If a situation were to arise regarding your confidentiality, I will make good faith efforts to discuss it with you.

III. Your Privacy Rights as a Client Protected by Federal Law

1. Right to Inspect and Copy: You have a right to look at or get copies of your health information. Your request must be made in writing. If you request a copy of your record, a reasonable charge may be made for costs incurred. Some limitations to this right exists which will be explained to you at the time of your request.
2. Right to Amend: You have the right to request that I amend your health information. Your request must be made in writing, and it must explain why the information should be amended. I have the right to deny your request if I believe the information contained in your record to be accurate and complete. If denied, you have the right to file a disagreement statement.
3. Right to Accounting Disclosures: You have the right to receive a list of instances in which your health information has been disclosed for purposes other than treatment, payment, or healthcare operations. This accounting does not include disclosures made to you or disclosures pursuant to a signed authorization to release information.
4. Right to Request Restrictions: You have a right to request a restriction or limitation on the health information used or disclosed about you. Your request must be made in writing. While I am not obligated to agree to your request, I will consider the request very seriously. If I agree to the restriction/limitation, I will abide by our agreement unless the information is needed in an emergency or required by law (for examples, please see the section above entitled, “Other Uses and Information Disclosed Without Your Consent”).
5. Right to Request Confidential Communications: You have the right to request that I contact you regarding health matters in a certain way or at a certain location. For example, you may request that I only contact you through your cell phone number, or only at work. I will make every attempt to accommodate reasonable requests.
6. Right to Obtain a Paper Copy of this Notice / Changes in Notice: You have the right to receive a paper copy of this notice and any amended notice. I reserve the right to change my privacy practices provided such changes are permitted by applicable law. Before the effective date of a material change, however, I will make a new notice available to you.
7. Right to Release your Health Information: You have the right to request that certain health information be released at your request by signing an authorization to release information. You may revoke a written authorization for release of information at any time; this request must be made in writing, and will be effective only for disclosures that have not already been completed.
8. Right to Complain: If you believe your privacy rights have been violated, you have the right to file a complaint with me, or you may file a complaint with the United States Department of Health and Human Services. No retaliation will be made against you if you choose to file a complaint.

Business Policies of *Whole Story*

Appointments & Fees – Standard length for individual therapy sessions are 45-50 minutes rather than the 60 minutes of a clock hour. If I think it clinically preferable, I might at some point suggest an extended

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session time of 75 minutes. A scheduled session is time reserved for you. In the case that you need to cancel or reschedule an appointment, 48-hour advance notice is requested, and **24-hour advance notice is required. With less than 24 hours notice, you will be charged the full amount for the session.** In some extreme circumstances (e.g. unsafe weather conditions) exceptions may be made. Otherwise, the fee for the session will be yours to pay. By signing this agreement, you understand that you are legally responsible for payment for your counseling services, **if, for any reason, your insurance company, HMO, third-party payer, etc. does not compensate your therapist. Failure to pay will be sufficient cause for termination of professional counseling services.** Unpaid accounts may be sent to a collection agency.

My current fee is \$130.00 for a standard session (45-50 minutes) and \$175.00 for an extended session (70-75 minutes). I allow a few appointment slots in my schedule to be filled with clients at a reduced fee when their circumstance warrants it. If your fee is reduced, it will be based on your honest disclosure of sufficient information about your income and financial means that a fair fee can be set. If your financial situation changes during the course of therapy, you agree to keep me informed of those changes, so that I can adjust your fee to keep it as fair as possible. Fee levels that are reduced will be reviewed every six months. Your fee/co-payment is due in full at the start of each session.

Telephone calls beyond an initial 5 minutes may be charged at a prorated rate. During a call, I will remind you if we have talked long enough such that it is about to be billable as a phone session. Phone sessions will be billed at 1/10 of your standard session fee per each block of 5 minutes.

Availability, Emergencies, and Phone Messages – I am not available at all times. Accordingly, if you should feel you are in need of immediate care, please call 911 or check yourself into a hospital emergency room. You can call my voice mail number to leave a message at any time of day. I will check my messages at least every four hours during the workweek.

Client Signature By your signature below, you are acknowledging your understanding, consenting to treatment, and agreeing to all terms discussed in this disclosure statement.

Client's Signature

Date

Therapist's Signature

Date