

Chingyen Godwin, Ph.D., NCSP
Licensed Psychologist

26 W Dry Creek Circle, Suite 180
Littleton, CO 80120

303-794-7761 (phone)
303-794-7811 (facsimile)

Psychologist-Patient Services Agreement And Mandatory Disclosure

Welcome. This document (also known and referred to as “the Agreement”) contains important information about me, my professional services, and practice policies and acts as the “Mandatory Disclosure,” required by Colorado Law (CRS 12-43-214). It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of Protected Health Information (PHI) for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (referred to as “the Notice”) for 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 PHI in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information and verbally explained it to you. Thus, your signature on this form will indicate that you have received the Notice, that you have read it, that I have verbally explained it to you, that you understand it, and that you agree to it. When you sign this document, it will also represent an agreement between us. However, you may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy or if you have not satisfied any financial obligations you have incurred. These documents are long and at times complex; however, it is very important that you read them carefully before you sign them. We can discuss any questions you may have before signing it and you may discuss them with your attorney.

About Me

My name is Dr. Chingyen Godwin and I work as Dr. Chingyen Godwin, LLC, which is a Limited Liability Corporation in the State of Colorado. I have been practicing psychology in the US since 1994 and I currently practice at 26 W Dry Creek Circle, Suite 180, Littleton, CO 80120. My phone number is 303-794-7761 and my FAX number is 303-794-7811.

You are entitled to know that I earned my doctorate in school psychology, known as a Ph.D., in 1994 from University of Northern Colorado, an APA-accredited Professional Psychology Program. After practicing and teaching for 15 years, I obtained my license in the State of Colorado as a Psychologist (CO #3384) in 2009. I am not a psychiatrist or other medical physician; therefore I cannot prescribe medication, dispense medical advice, nor perform any medical procedures. If I determine that medical treatment is indicated, I can recommend a physician for you or I can consult with any physician of your choice.

Mental Health Practices in Colorado

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Department of Regulatory Agencies (DORA). As to the regulatory requirements applicable to mental health professionals: a Licensed Clinical Social Worker (LCSW), a Licensed Marriage and Family Therapist (LMFT), and a Licensed Professional Counselor (LPC) must hold a Master’s degree in their profession and have two

years of post-Master's supervision. A Licensed Psychologist, like me, must hold a doctorate degree in psychology and have one year of post-doctoral supervision. 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 Licensed Addiction Counselor must have a clinical Master's degree and meet the CAC III requirements. A Registered Psychotherapist is registered with the State Board of Registered Psychotherapists, is not licensed or certified, and no degree, training, or experience is required.

Psychological Services

By law, you are entitled to receive information from me about the methods of therapy, the techniques used, the duration of your therapy, if known, and the fee structure. Psychotherapy is much individualized and is difficult to describe in general statements. It varies depending on the personalities of the psychologist and the patient as well as the concerns brought forward by the patient. There are many different methods, including neurofeedback-based interventions I may use to address your concerns. Unlike a visit to your primary care physician's office, you are to participate actively in psychotherapy. In order for the therapy to be most successful, you will have to work on issues both during and outside our sessions. The benefits of psychotherapy have been well-documented in literature and research including better relationships with others, more satisfaction in your life, or better stress tolerance, just to name a few. But there are no guarantees of what you will experience. In addition to benefits, psychotherapy also involves risks. Since most people come to therapy to talk about unpleasant experiences, you may encounter uncomfortable feelings such as anxiety, anger, sadness, guilt, hopelessness, and the like. However, in order to change what you are feeling or experiencing, you have to work through these feelings first. As your therapist, I am here to support you in this very personal, highly vulnerable, but potentially rewarding process.

After our first few sessions, I should be able to share with you my conceptualization of what our work together will include. You then decide whether you agree with my suggestion of treatment plan or you decide you need a second opinion. I will be glad to offer you names of other mental health professions if you so choose. On the other hand, if you choose to begin therapy with me, we will usually schedule a 45-minute session at a time we both agree on. The frequency of your sessions varies according to your needs. The length of treatment varies widely and is often very difficult to predict as it involves variables that are not easily controlled, such as time, energy, and commitment.

Fees, Billing and Payments

My fee is \$140 per clinical hour. Your portion, either the copay through your health insurer or the full amount if private pay, is due at the time of the appointment. You will not be charged for any appointments that are cancelled at least 24 hours in advance. Appointments not cancelled 24 hours in advance are subject to a \$60 "Late Cancel" fee, regardless of the reason for the cancellation. Appointments that are missed without any notification are subject to a \$80 "No Show" fee. If there are school- or public business closings due to inclement weather in the city where you live OR in the Littleton area, you may cancel with less than 24-hour notice without any fees.

Limits of Confidentiality

As discussed in the HIPAA Colorado Notice, I need your signed authorization to release any specific information regarding your PHI (protected health information). You need to know that your signature on this Agreement provides consent for the following:

- I find it helpful to occasionally consult with other mental health professional about a case. During a consultation, I take very effort and precaution to protect my client's identity. If you don't object, I will not tell you about these consultations unless I determine it is beneficial to our work together.
- I may contract billing services, testing services, and other business to run my practice. As required by HIPAA, I have a formal business associate contact with these business, in which they promise to maintain

the confidentiality of these data except as specifically allowed in the contract or otherwise required by law.

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

There are situations where I am permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning my professional service, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order.
- If a government agency is requesting the information for health oversight activities, I am required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information in order to defend myself.
- If a patient files a worker's compensation claim, I am required to submit a report to the Workers' Compensation Division.
- If a patient 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.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment.

- If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions that would reasonable result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I 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 I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such person; and/or notify an appropriate law enforcement agency; and/or take other appropriate actions including seeking hospitalization of the patient.

If any such a situation arises, I will make every reasonable effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. 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 you may have now or in the future.

Professional Records

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set contains your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. In most situations, I will charge a copying fee of \$3.00 per page. The exceptions to this policy are described in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right to review, which I will discuss with you upon request.

In addition, I also keep a set of Confidential Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. These Notes usually include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record and information that has been supplied to me confidentially by others. These Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies.

Due to the nature of the therapeutic process and the fact that it sometimes involves making a full disclosure with regard to matter which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce, injuries, lawsuits, depositions, testimonies, etc.), yours, your attorney's, or anyone else acting on your behalf will make an effort to avoid calling on Chingyen Godwin, Ph.D., Licensed Psychologist to testify in court or at any other proceeding, as well as to avoid a disclosure of the psychotherapy records be requested unless otherwise agreed upon. If Chingyen Godwin, Ph.D., Licensed Psychologist is request to testify or provide therapeutic documents to be utilized for court proceedings or is called to testify in court, you agree that she will be compensated at the following fee schedule for court related work:

Record Preparation: \$450/hour

Copy of Record(s): \$3.00/page

Counseling Report: \$450/hour

Court Testimony or Deposition: \$550/hour, including time spent waiting to testify as well as travel time.

If you are involved in divorce custody litigation, my role as a therapist is not to make recommendations to the court concerning custody or parenting issues. By signing this disclosure statement, you agree not to subpoena me to court for testimony or disclosure of treatment information in such litigation and you agree not to request that I write any reports to court or to your attorney, making recommendations concerning custody. The court can appoint professional who have no prior relationship with family members to conduct an investigation or evaluation and make recommendations to the court concerning parental responsibilities or parenting time in the best interest of your child.

Minors & Parents

Patients under 15 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their children's Clinical Record, unless I decide that such access is likely to injure the child. Because privacy in therapy is often crucial to successful progress, it is my policy to request an agreement from parents that they consent to give up their access to their child's records. By signing this document they agree to this request and understand that, I will provide the parents only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I can also provide parents with a summary of their child's treatment when it is complete, when requested in writing. I will charge for this summary. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is danger to someone else, in which case, I will notify the parents of my concern. Children of divorced parents, where parents have joint custody, will need the consent of both parties before treatment can begin.

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Psychologist-Patient Services Agreement

Signature Page

I _____ attest that I have read the Psychologist-Patient Services Agreement in its entirety, and the Agreement has also been provided to me verbally, and I fully agree to its terms. My signature also serves as an acknowledgement that I have also received the HIPAA Colorado Notice Form described in the Psychologist-Patient Services Agreement. I understand that I may revoke my signature and this agreement in writing at any time as outlined in the Agreement.

Patient Signature

Date

Signature of Guardian (if applicable)

Date