

## Cate Potyen, MA MFT P.O. Box 881268 Steamboat Springs, CO 80488 Phone: 970.879.2111 Disclosure Statement

cate@catepotyen.com

**Education & Licensure:** I hold a Master's of Arts degree in Clinical Psychology from John F. Kennedy University. I have been in practice since 1986 in California where I also held a Marriage and Family Counseling license, and have been practicing in Colorado since 2002. My Colorado Marriage and Family license number is 594.

**Confidentiality:** Generally speaking, information provided by and to a client during therapy session is legally confidential. Information disclosed in session is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without your written consent except when disclosure is required by law. Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property or is gravely disabled or when client's family members communicate to me that the client presents a danger to others. In couple/family therapy, or when different family members are seen individually, confidentiality may not apply. I will use my clinical judgment to support the disclosure of such information. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. I will use clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by you.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can, within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose I may also contact the person whose name you have provided as an emergency contact on the intake form.

**Health Insurance & Confidentiality of Records:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct me, only the minimum necessary information will be communicated to the carrier. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break-ins and unauthorized access.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**Consultation:** I consult regularly with other professionals regarding my clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

**Emails, Cell Phones, Computers and Faxes:** It is very important to be aware that computers and e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. Please notify me if you decide to avoid or limit, in any way, the use of any or all communication devices, such as e-mail, cell phone or fax. Please DO NOT use e-mail or faxes for emergencies.

**Records and Your Right to Review Them:** Both the law and the standards of my profession require that I keep appropriate treatment records. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when I assess that releasing such information might be harmful in any way. In such a case I will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I assess that releasing such information might be harmful in any way.

**Telephone & Emergency Procedures:** If you need to contact me between sessions, please leave a message on my office line (970) 879-2111 and then call my cell phone (970) 819-2768 and your call will be returned as soon as possible. At times, phone support between sessions may be honored. However, those calls will be billed accordingly. Phone conversations will be billed at regular rate if over 10 minutes. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away or need medical attention, call 911.

**Payments & Insurance Reimbursement:** Clients are expected to pay the standard fee of \$125.00 per 50-minute session at the end of each session, unless other arrangements have been made. Double-sessions are one and a half hours in length and cost \$180. Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. Clients who carry insurance should remember that professional services are charged to the client and not to the insurance company. If you request it, I will provide you a receipt on a monthly basis, which you can then submit to your insurance company for reimbursement. Telephone conversations, report writing, consultation with other professionals, releases, longer sessions, travel time, etc. will be charged at the same rate, unless other

arrangements are made. If your account is overdue (unpaid) and there is no written agreement on a payment plan, I may use legal or other means (courts, collection agencies, etc.) to obtain payment.

**Mediation & Arbitration:** All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement between me and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Routt County, CO in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

**The Process of Therapy/Evaluation and Scope of Practice:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. I will ask for your feedback and views on your therapy, its progress and other aspects of the therapy and will expect you to respond openly and honestly. During evaluation or therapy, remembering or talking about unpleasant events, feelings or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc, or experiencing anxiety, depression, insomnia, etc. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include, but are not limited to, mindfulness-based techniques, behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. I provide neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within my scope of practice.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment I will discuss with you my working understanding of the problem, treatment plan, therapeutic objectives and my view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them or about the treatment plan, please ask and I will answer to the best of my ability.

**Termination:** As set forth above, after the first couple of meetings I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case I will give you a number of referrals. If at any point during psychotherapy, I assess that I am not effective in helping you reach the therapeutic goals, I am obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case I would give you a number of referrals that may be of help to you. You have the right to terminate or seek a second opinion at any time. If you choose to do so, I encourage you to do this in person with me so we can conclude therapy appropriately.

**Dual Relationships:** Therapy never involves sexual or any other dual relationship that impairs my objectivity, clinical judgment or therapeutic effectiveness or that can be exploitive in nature. Sexual intimacy with clients is illegal in Colorado and should be immediately reported to the Department of Regulatory Agencies, Division of Registrations, Mental Health Section.

**Complaints:** The practice of licensed, certified, and unlicensed persons and certified school psychologists in the field of psychotherapy is regulated by the Colorado Department of Regulatory Agencies. If you are concerned that I have violated your privacy rights or you disagree with a decision I made about access to your records you may contact:

Department of Regulatory Agencies (DORA) Division of Registrations  
Mental Health Section, 1560 Broadway, Room 1350 Denver, CO 80202 Phone: 303-894-7800

**Cancellation: I require 24 hour notice of cancellation or rescheduling, otherwise you will be charged for the reserved time.**

**No Subpoena Agreement: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, I agree that neither I nor my attorney nor anyone else acting on my behalf will call on Cate Potyen, MA MFT to become a witness to testify in court, communicate with child custody evaluator/s or any other proceeding or request a disclosure of the psychotherapy records for legal purposes.**

**I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, I understand them and agree to comply with them. I agree that I have had access to the Health Insurance Portability and Accountability Act information on Cate's website ([www.catepotyen.com](http://www.catepotyen.com))**

---

Client name (print) Date Signature

---

Cate Potyen Date Signature