

PRACTICE POLICIES & PROCEDURES AGREEMENT

This document contains important information about my clinical and business policies and procedures. The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. This agreement provides a clear understanding and framework for our work together. Please read the information carefully and sign at the end of the document. You are free to revoke this agreement or discontinue your work with my practice at any time.

THE THERAPEUTIC PROCESS

Psychotherapy sessions are typically 45 minutes and can occur in my office or via telehealth (e.g., phone or Zoom). Generally, the treatment modality, structure and frequency of sessions will be tailored to the specific to you and these recommendations will be clearly communicated within the first 30 days of treatment. There are certain factors that make the therapeutic process effective and help to maximize healing and growth:

1. **Active engagement:** Therapy requires an active engagement between the therapist and client.
2. **Consistency and frequency:** Weekly sessions are important to establish a trusting and stable working relationship and allows for focused energy on therapeutic goals. In some cases, a higher frequency of sessions may be recommended, however, sessions less than once a week would hinder the therapeutic process.
3. **Working through discomfort:** While therapy is intended to improve difficulties, at certain points in the process, you may experience considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc.

There are no miracle cures. I cannot promise that your behavior or circumstances will change but I am committed to supporting you and helping you clarify what it is that you want for yourself.

EMDR THERAPY

Eye Movement Desensitization and Reprocessing (EMDR) Therapy, developed by Francine Shapiro, PhD, can be a very effective tool in psychotherapy such that rapid progress may be made with improved processing of traumatic information. It also appears that it may bypass some of the long and difficult work often involved in the treatment of certain conditions.

Repressed memories surface more by the use of EMDR than with other modalities. It is not unusual for a target memory to be linked to other, unexpected material. It is important to note that traumatic material retrieved in any psychotherapy may or may not be historically accurate and is subject to contamination, as are all memories.

Those with limiting or special medical conditions (pregnancy, heart conditions, ocular difficulties, seizure disorders, etc.) should consult with their medical professional before participating in this therapeutic method. For some people, this method may result in sharper memory, for others fuzzier memory following the treatment. If you are involved in a legal case and need to testify, please discuss this with me before treatment.

Please be aware of the following:

1. Distressing, unresolved memories might resurface through the use of the EMDR procedure.
2. Some clients have experienced reactions during treatment that they may not have anticipated, including a high level of emotional or physical sensations.
3. Subsequent to the treatment session, the processing of material may continue and other dreams, memories, flashbacks, feelings, etc. may surface. If this happens, please note them and discuss them during the next session. You can contact me in between sessions, if needed.

Before commencing EMDR treatment, please thoroughly consider all of the above. Please obtain whatever additional input or professional advice you need before beginning this therapy.

CONFIDENTIALITY AND LIMITATIONS

The law protects the privacy of all communications between a client and a social worker. All information disclosed during consultation is confidential and may not be revealed to anyone without written permission except where disclosure is required by law. Disclosure is required by law in the following circumstances:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person. If a client communicates an immediate threat of serious harm to an identifiable victim, including a victim identifiable by their association with a specific entity or location, I may be required to notify the potential victim, contact the police, and/or seek hospitalization for the client.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person or at-risk adult who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and #4.
6. If a court of law issues a legitimate court order for information stated on the court order.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Please be advised that there is no time limit on the mandatory reporting of child abuse. This means that even adult clients who experienced childhood abuse (no matter how long ago) might disclose in therapy past abuse incidents that still fall under the mandatory reporting requirements. The law requires that if there is reasonable cause to know or suspect that the perpetrator has subjected any other child currently under eighteen years of age to abuse or neglect or to circumstances or conditions that would likely result in abuse or neglect and/or is in any "position of trust" with children today then past abuse disclosed by an adult client is required to be reported. If you have questions or concerns about these requirements, please discuss further with me.

In situations such as those outlined above, I may be required to take protective actions which may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If such a situation arises during our work together, I will make every attempt to discuss it fully with you before taking necessary action.

Other Confidentiality Limitations and Considerations:

- If I am unable to collect my agreed upon fee, I may send your name and address to a collection agency.
- If you file an official complaint or lawsuit against me, according to Colorado law, your right to

confidentiality will be waived.

- If you choose to use your health benefit plan, you will have given your insurance or managed care company consent to obtain required confidential information for the purpose of determining eligibility for reimbursement. This usually includes a diagnosis.
- If I seek consultation from another mental health professional, your privacy will be protected by that professional. I will reveal only the necessary private information for the purpose of the consultation.
- Clerical persons hired by me may have access to limited confidential information. This information is protected from further disclosure and is used solely for administrative purposes.
- When I am away from my office for a few days, we will discuss how to handle any emergent need which may arise. If we decide to ask another licensed therapist to cover for me, I will then tell this therapist only what he or she needs to know to assist you.
- There may arise a situation where you will see me accidentally outside of the therapy office. Should this occur, we are committed to honoring your privacy and confidentiality, therefore it is best practice not to acknowledge you first. However, if you wish to acknowledge your therapist you may do so but understand the conversation will be brief. It is best not to engage in any lengthy discussions in public or outside of the therapy office.

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 in situations where specific advice is required, formal legal advice may be needed.

TELEHEALTH SERVICES

Telehealth involves the use of electronic communications to enable therapists to connect with individuals using live interactive video and audio communications. Telehealth includes the practice of health care delivery, diagnosis, consultation, treatment, referral to resources, education, and the transfer of medical and clinical data.

I understand that I have these rights with respect to telehealth:

- The laws that protect the confidentiality of my personal information also apply to telehealth.
- I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment.
- I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of the therapist, that:
 - the transmission of my personal information could be disrupted or distorted by technical failures,
 - the transmission of my personal information could be interrupted by unauthorized persons,
 - and/or the electronic storage of my personal information could be unintentionally lost or accessed by unauthorized persons. I do utilize secure, encrypted HIPAA compliant audio/video transmission software to deliver telehealth.
- For New York clients, state laws and mental health regulations for telehealth are followed, as well as those of my respective board regulations and ethics.
- By signing this form, I agree that certain situations, including emergencies and crises, are inappropriate for audio-/video-/computer-based psychotherapy services. If I am in crisis or in an emergency, I should immediately call 911 or seek help from a hospital or crisis-oriented health care facility in my immediate area.

CLINICAL POLICIES AND PROCEDURES

LITIGATION

If you are involved in divorce or custody litigation, please understand that my role as a therapist is not to make recommendations for the Court concerning parenting or custody issues, nor to testify in Court concerning an opinion or issue involved in the litigation. By signing this statement, you agree to not call me as a witness in any such litigation. Only Court appointed evaluators can make recommendations to the Court on disputed issues concerning parental responsibilities and parenting plans. Information discussed in therapy is meant for your exclusive use in healing and growth. Evaluations to be used for legal purposes should be obtained from non-treating mental health professionals independent of therapy.

AVAILABILITY

I will attempt to return your calls within one business day. However, you may leave a voicemail message 24 hours a day at (303)704-8006.. In the event of an emergency or last minutes business matter, you may designate your message as urgent. It is my preference to discuss issues for therapy in scheduled sessions. We will have to discuss an individual plan for any anticipated needs for help with a crisis. During my vacations or absences from my practice, we will discuss your coverage needs and make appropriate arrangements.

RECORDS

A designated record may include identifying information, dates and types of sessions, an assessment and diagnosis, a treatment plan, progress notes or treatment summaries, any reports or correspondence, consultations or collateral contacts made, and informed consent disclosures. My private psychotherapy notes are kept separate, and are not a part of the record. HIPAA further protects these psychotherapy notes from subpoena and unauthorized access. **Under the Colorado Mental Health Practice Statute, I am required to notify you in writing that as a licensee, registrant, or certificate holder I may not maintain your record after the seven-year period required for filing a complaint pursuant to section CRS 12-43-224(1)(a)(I).** In the event that I am no longer able to secure and monitor access to your record, another mental health professional will act as my professional representative. That professional representative will keep your records secure and accessible for the required 7 years.

Your records are protected by Colorado Statute, HIPAA regulations, and Professional Ethics. Records can only be released with your written permission and direction. I may summarize the content related to the request.

Colorado Statute, CRS 25-1-803, limits access to a summary after termination. You will be granted reasonable access to your designated record, but no copy of the record. If you choose to read your record, it is my policy to be present in order to respond to any questions or confusion you may have about the recordings. You may request, in writing, an amendment or addition to your record. If you were seen in couples or family sessions, all adults present will have to sign for the release of any record or information gathered from our joint work.

I use a cloud-based service called Simple Practice for storing or backing up client records. To help maintain the security of the electronically stored information, I have entered into a HIPAA Business Associate

Agreement with Simple Practice under which the company is required by federal law to protect the electronic information from unauthorized use or disclosure. I may also store and maintain client information electronically on my computer and/or mobile devices. To maintain security and protect this information, I take reasonable precautions which may include the use of firewalls, antivirus software, encryption methods, and changing passwords regularly to protect computers and devices from unauthorized access. If you have any questions about the security measures I employ, please ask.

TERMINATION

The end of therapy will usually be agreed upon mutually, but you are free to terminate at any time. In a few special instances, I may decide to stop working with you even though you wish to continue. The reason for this may include a failure to meet the terms of our fee agreement, a need for special services outside of the area of my competency, or prolonged failure to make progress in our work together. Should this occur, the reason for termination will be discussed with you, and you will be helped to make different plans for yourself, including referral to a more appropriate resource.

BUSINESS POLICIES AND PROCEDURES

CANCELLATION POLICY

All appointments require advance notice of cancellation, which allows me to serve clients in an effective and timely manner. In the event that you need to cancel or reschedule your appointment, you must do so 48 hours before your appointment time. If you do not cancel by this time or do not show for your scheduled appointment, you will be responsible for the full session fee. If you need to cancel or reschedule a session, please do so by telephone (call or text).

If you choose to discontinue therapy for more than sixty (60) days without communicating with me, your therapy will be considered terminated. If you want to resume therapy after termination, please discuss this with me. The ability to resume treatment will depend on my availability and will be at my sole discretion.

PAYMENT AND FEES

The hourly fee for therapy sessions ranges from \$175-\$250 per session depending on the service, the length of service, and location. In some situations, a payment arrangement may be negotiable. Therapy fees are based on a 45-minute clinical hour rather than a clock hour to allow time for review of notes and record-keeping.

If we meet for more than the regularly scheduled hour, you will be charged accordingly for the additional time. This same hourly rate applies for other professional services, such as report writing, telephone calls, preparation of reports or treatment summaries, meeting with other professionals with your authorization, and time spent performing other services you request of your therapist.

The session fee may increase on a yearly basis. In the event of a fee increase, you will receive 30-day notice and will be presented with a new written fee agreement for your review.

GENERAL INFORMATION

All fees are negotiated in U.S. currency. Payments can be made by cash, check, or credit card and you will

be expected to pay for each session at the time it is held, unless we agree otherwise. In the event that a payment made by check is returned by the bank for non-sufficient funds (NSF), **you will be responsible for a \$20.00 Returned Check Fee in addition to replacing the original payment.**

You will be expected to pay for each session at the time it is held unless we have agreed otherwise in advance. If your account has not been paid for more than thirty (30) days and payment arrangements have not been agreed upon, your account will be considered past due and we have the option of using legal means to secure the payment. This may involve using a collection agency or filing a claim in small claims court. In collection situations, I will make all efforts to release the minimum information necessary to proceed with collections or a claim, which will include the client name, dates, times, and the nature of services, and the amount due. Before I engage a collection agency, I will provide you with written notice of the intent to do so, sent to your last address we have on record, and give you an opportunity to make payment arrangements.

HEALTH INSURANCE

I am not in-network with any insurance companies other than Medicaid (specifically, CCHA and Colorado Access). If you have Medicaid coverage that is not CCHA or Colorado Access (Jefferson and Denver counties), I will not be able to provide services to you.

Insurance companies may provide reimbursement for our services as an out-of-network provider. I can assist you with submitting claims for reimbursement, however, you will ultimately be responsible for payment of services rendered. This means that you will pay for your session up front unless another arrangement has been made.

GOOD FAITH ESTIMATES & THE NO SURPRISES ACT

Under Section 2799B-6 of the Public Health Service Act, health care providers and health care facilities are required to inform individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage both orally and in writing of their ability, upon request or at the time of scheduling health care items and services, to receive a “Good Faith Estimate” of expected charges.

The No Surprises Act was created to avoid consumers receiving a “surprise” bill from an out of network provider, when they thought the services they were receiving would be covered by their in network insurance benefits. It is intended to make it easier to understand all that you will be billed.

- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.
- Make sure your health care provider gives you a Good Faith Estimate in writing at least 1 business day before your medical service or item. You can also ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service.
- If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

In my private practice psychotherapy setting, all fees are understood at the time we start working. Fee information is listed above for your review. You only pay for one session at a time and are not committed to pay for your next session until the cancellation window is reached (48 hours before it is scheduled), and

you are not committed to attending or paying for any other sessions after that.

Any time you are referred for additional or different mental health services, you will be fully informed about changes in costs or insurance coverage. At times, I may refer you to an outside provider. You are not obligated to see a provider I refer you to.

In the Good Faith Estimate, I am expected to include a diagnosis, the services I recommend, the frequency of those services, and an estimate of the total cost.

It is important for you to know that this is difficult in mental health for many reasons, including the following:

- It can take some time to fully understand the appropriate diagnosis for a person.
- Sometimes people choose to work with a therapist who do not meet criteria for a clinical diagnosis.
- Every treatment is highly individualized and while it can take one person a very short time to reach their goal, it may take another a much longer time.

Your good faith estimate is the agreed upon fee per session multiplied by the number of sessions per week (e.g., \$175 x 1 session per week = \$175 per week).

I can provide an updated good faith estimate upon request and it may be reviewed at any time. This estimate could go up or down as a result of many factors including your life circumstances changing, additional information about your mental health becoming better understood as a result of your therapeutic work, or as a part of reviewing your therapeutic goals.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises or call the Colorado Division of Insurance at 303-894-7490 or 1-800-930-3745.

INTERRUPTION OF SERVICES & PROFESSIONAL DESIGNEE

In the event that I become disabled, incapacitated, or die, the following provider will act as the Professional Designee and will have access to all client files: Thomas Neuschul, LCSW. The Professional Designee will contact you to notify you of the event and will assist in continuing your care and treatment with the least amount of disruption possible by providing you with referrals and transferring your client record, if requested, to your new provider. If you are not comfortable with the above listed Professional Designee for any reason, please let me know and we will discuss alternatives.

SOCIAL MEDIA

I do not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries. I may have a business social media account page, but there is absolutely no requirement that you “like” or “follow” this page. If you should “like” or choose to “follow” the business social media page, you understand that others will see your name associated with “liking” or “following” that page. You also understand that this applies to any comments that you post on our page/wall. Any comments you post regarding therapeutic work between us will be deleted as soon as possible. You agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform, including online review sites and you will instead discuss any concerns or questions with me directly.

If you have any questions regarding social media, review websites, or search engines in connection to my therapeutic relationship, please contact me to address those questions.

TREATMENT OF MINORS

In the case of divorce or parents not residing in the same home, if you are consenting to the treatment of a minor child, you will be required to provide a copy of the most recent Court Order Custody Agreement and/or Parenting Plan, if applicable, that gives you the authority to consent to the treatment of the child. By signing this form, you agree to keep me informed of any supplemental court orders or other proceedings that impact your parental rights, custody arrangements, or decision-making authority. Failure to produce the Court Order will prohibit me from seeing the minor child. If there is joint medical decision-making authority for your child, I will require both parents to consent to treatment and will not proceed until such consent is obtained.

In the course of treatment with your child, I may involve other family members in your child's treatment. However, please remember that the client is your child, not the other family members of the child. Any meetings with you or other family members will be documented in your child's record. These notes will be available to anyone who has legal access to your child's treatment record.

Your electronic or physical signature below indicates that you have read this agreement and agree to its terms regarding the therapeutic process, confidentiality, telehealth, and all clinical and business policies referenced. You understand your rights and responsibilities as a client.

Print Client's Name

Client's or Responsible Party's Signature

Date

If signed by Responsible Party, please state relationship to client & authority to consent.