Informed Consent and Professional Disclosure

Agreement for Therapy Services by Sarah Sticha, LPC Erleichda Counseling, LLC Licensed Professional Counselor (LPC.0018404) sarah@erleichdacounseling.com 970-316-2008

You have the right to refuse any treatment you do not want, and the responsibility to choose a mental health provider and treatment modality that best suits your needs. You also have the right to terminate your treatment at any time for any reason. The following information is provided to help you determine if what I offer as a Licensed Professional Counselor (LPC) meets your needs as a client. This document contains important information about my therapeutic approach, my education, my fees, and your rights regarding your private health information (PHI). Please read this document carefully and ask any questions that will help you fully understand the contents of this disclosure statement and agreement for services.

WHAT TO EXPECT

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 requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to evaluate and effect change on 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 I will ask that you respond openly and honestly.

Sometimes more than one approach can be helpful in dealing with a certain situation. 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. The therapeutic process may challenge some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling situations that may cause you to feel upset, angry, depressed, challenged, or disappointed.

Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or your relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes happen quickly, but more often, it will take time and patience on your part. There is no guarantee that psychotherapy will yield positive or intended results.

TREATMENT MODALITIES AND THEORETICAL ORIENTATION

I am licensed in Colorado with 5 years of professional experience. My work with adults focuses on two main areas: complex trauma and attachment issues; and supporting professionals struggling with compassion fatigue, secondary trauma, and burnout. I am a

LGBTQIA2S+ ally and work with youth struggling with gender, identity, and neurodivergence issues. I also work with queer youth and their families to provide psychoeducation and promote family cohesion. Finally, I provide consultation services for students and families struggling to navigate school-based systems of support such as MTSS, IDT, IEPs, 504s, BOCES, SPED, and the like.

I draw from a variety of therapeutic modalities depending on the person and circumstance, but typically favor a somatic approach. This means I believe that we hold unprocessed trauma in our physical bodies, so when we are processing together I will focus less on 'the story' and more on where you feel it in your body when unpleasant memories come up.

Clients working with me can expect to do deep, attachment-based work in an atmosphere of unconditional love. Sometimes this means respectfully challenging unhelpful coping strategies or limiting beliefs. It is important to me that clients leave our sessions feeling as if the change they desire is not only possible, but actively taking place.

CONSULTATION

For students and families: I help high school students and their families navigate problems at school by serving as a consultant, advocate, and expert in bringing traditionally siloed supports to the table to work together toward an equitable solution that keeps students in the classroom, learning and engaged, and honors the work that school staff do every day.

My time working at an alternative high school in a rural, low-income area has equipped me with the knowledge, skills and motivation you need to identify school personnel who are key to change, valid supports for your student, and a cohesive plan of action that honors their learning style and interests while keeping communication open with the school.

For school staff: Working in a school setting has never been more stressful. I help school staff members identify signs of secondary trauma, burnout, and compassion fatigue in themselves and their colleagues, so we can work together to increase your distress tolerance. The work you are doing is incredibly important, and I want to help you build resilience with strategies you feel comfortable and confident using.

DUAL RELATIONSHIPS

Not all dual relationships are unethical or avoidable. However, sexual intimacy between a therapist and client is never part of the therapy process. Nor are any other actions or dual relationship situations that might impair your therapist's objectivity, clinical judgment, or therapeutic effectiveness, or that could be exploitative in nature. In addition, I will never acknowledge working therapeutically with anyone without their permission. For this reason, I will not accept any invitations via social networking or media sites, nor will I respond to any requests to do so.

MINORS

In the state of Colorado, minors are able to consent to counseling services at the age of 12 years (2017, HB-17-1320). Under this law, adolescents 12 and older are able to decide what information is released to others, and when, including their parents and guardians. Unless I have reason to believe that disclosure would put an adolescent client at risk, I encourage clients to speak with their parents/guardians, and regularly request family check in sessions.

EDUCATION, TRAINING AND PROFESSIONAL BACKGROUND

I graduated from Adams State University with a master's degree in Clinical Mental Health Counseling in July 2019. I am a certified Dialectical Behavioral Therapy (DBT) clinician, am Eye Movement Desensitization and Reprocessing (EMDR) trained, and am somatic therapy certified. My approach is trauma-informed and strengths-based, with an emphasis on what is going right in a client's life.

PRIVACY AND CONFIDENTIALITY

Your participation in therapy, the content of our sessions, and any information you provide to me during our sessions is protected by legal confidentiality. Some exceptions to confidentiality are the following situations in which I may choose to, or be required to, disclose information:

- 1. With the client's written authorization;
- 2. As required for mandatory reporting;
- 3. If you waive confidentiality by bringing charges against me;
- 4. In response to a subpoena;
- 5. In the case of your death or disability I may disclose information to your personal representative;
- 6. If I reasonably believe that disclosure of confidential information will avoid or minimize an imminent danger to your health or safety or the health or safety of another person;
- 7. If, without prior written agreement, no payment for services has been received after 90 days, the account name and amount may be submitted to a collection agency

When Disclosure is Required by Law

As a mandated reporter, I am required by law to disclose certain confidential information regarding suspected abuse or neglect of minors under the age of 18, or elders over the age of 65, as per CRS 19-3-304. When possible during a conversation, I will stop clients and inform them if we are 'getting close' to something I must disclose to a third party. I make every effort to allow clients to make an informed decision about whether they want to disclose mandated reporting information to me.

Consultation and Peer Supervision

I seek ongoing supervision and consultation from colleagues in order to provide you with the best service possible. I may disclose information about your counseling session in consultation with colleagues, in which case I will withhold your name and limit the information I disclose to the minimum necessary.

If you have any questions regarding your privacy and confidentiality, the limits of confidentiality, or the exceptions to confidentiality, please let me know. I will be happy to discuss this with you further.

Insurance

Insurance companies and other third-party payers may require that I provide them with information regarding the services I provide you. This information may include the type of service provided. The dates and times of service, your diagnosis, treatment plan, a description of impairment, progress of therapy, and case notes and summaries. If you do not want me to provide your information to your insurance company, please let me know so we can discuss alternatives.

FEE FOR SERVICE, CANCELLATION POLICY, BILLING, AND PAYMENTS

The minimum cost of each 50-minute session is \$120.00, which may increase based on the complexity of the session. My practice is "fee for service," which means that fees are due at the time of your appointment. At this time, I do not accept insurance, but will provide you with a superbill upon your request that you may submit to your insurance provider for reimbursement. I can not guarantee that your insurance provider will accept a superbill, and you are solely responsible for submission and follow up with your insurance representative.

Since scheduling an appointment involves the reservation of time specifically set aside for you, a minimum of 24-hour notice is required for rescheduling or canceling an appointment. A full session fee of \$120.00 will be charged for sessions missed without 24-hour notice. As insurance plans do not pay for missed appointments, you agree to be responsible for paying in full for any missed or canceled appointments. There will be a \$30.00 fee for any returned checks.

I do not allow clients to run a balance with me. For your convenience, I accept most major forms of electronic payment, as well as cash and checks. Any overdue balances will be charged a late fee per month. If your account has not been paid for a period in excess of 60 days and payment arrangements have not been agreed upon, I have the option of using legal means including, but not limited to, an outside collection agency with which your personal information may be shared to secure payment and, if such action is necessary, all associated costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is their name, address, phone number and/or email, charges and payment history, the nature of services provided, and the balance due.

CONTACT INFORMATION

If you need to contact me:

- By phone during normal business hours 970-316-2008
- By secure text message 970-316-2008
- By secure email sarah@erleichdacounseling.com

Both my work phone and work email are HIPAA compliant, in accordance with the Business Associate Amendment agreement I signed with Google Workspace.

As noted previously, professional ethics standards do not permit me to communicate with clients via personal social media. For this reason, I cannot accept client requests to connect on Facebook, or other similar social media platforms. Please refrain from making contact with me using social media messaging systems such as Facebook Messenger or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients.

It is important that we are able to communicate and keep the confidential space that is vital to therapy. Please speak with me about any concerns you have regarding my preferred communication methods.

CRISIS CONTACT INFORMATION

If you are experiencing an emergency or crisis, please call any of the following: 911 (24/7/365) Colorado Crisis Services 844-493-8255 (24/7/365) Text TALK to 38255 (25/7/365) National Suicide Hotline 800-273-8255 (24/7/365) RAINN 800-656-4673 (24/7/365, sexual abuse or domestic violence) The Trevor Project (24/7/365, LGBTQIA2S+) Trans Lifeline 877-565-8860 (9 am-3 pm, transgender)

REFERRALS

I maintain a referral list of other mental health professionals with a wide range of specialties. I will provide you with a referral to another professional if I feel your needs are beyond the scope of my expertise, or if you request such referral information.

ANTICIPATION OF LITIGATION

I do not offer litigation services, nor do I provide legal counsel or appear in court on behalf of clients. I do not act as an expert witness and purposefully keep my clinical notes concise so that if subpoenaed, I maintain client confidentiality as much as possible. If I become involved in your court proceedings, I charge \$150/hour including waiting time and travel time. Please inquire if you have specific questions around my involvement with legal activities.

I do not write Emotional Support Animal (ESA) letters. If you are interested in obtaining a therapy dog, I can help with trainer referrals in the state of Colorado.

DEPARTMENT OF REGULATORY AGENCIES COMPLAINT PROCESS

The practice of registered, certified or licensed persons in the field of psychotherapy is regulated by the state of Colorado. Questions and complaints may be addressed to:

Colorado Department of Regulatory Agencies Division of Registrations 1560 Broadway, Suite 1300 Denver, CO 80202 Phone # 303-894-7800 Site <u>https://apps.colorado.gov/dora/licensing/Lookup/LicenseLookup.aspx</u>

TELETHERAPY

I make use of technology-assisted distance counseling tools such as telephone communications and internet-enabled video and/or audio services. It is important that you understand the benefits and limitations of such services. Online and telephone therapy may not be appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts. If you or I determine that distance counseling services are not appropriate for you, I will assist you in obtaining face to face counseling. Successful use of distance counseling services requires a reasonable level of access to a computer, laptop, smartphone, or similar device, and a reliable internet connection. If you do not have access to such resources, we can discuss available alternatives.

At the initiation of our therapeutic relationship, I will ask you to provide me with the following contact information:

- You local hospital emergency room phone number
- Your local crisis line phone number

As stated previously, if an emergency situation or crisis occurs, contact a crisis hotline, call 911, or go to a hospital emergency room

TERMINATION

If, without having made prior arrangements, I have not heard from you in 30 days I will assume that you would like me to terminate our current episode of care and close your active clinical file. In such cases, we may re-open the file and initiate a new episode of care once we meet in person, or via televideo.

CLIENT CONSENT TO TREATMENT

By signing this document, I am attesting that I have received, read, fully understand, and consent to the disclosure, terms and conditions above, and have been given the opportunity to ask questions. I consent to the use of a diagnosis for billing purposes, and to the release of that information and other information necessary to complete the billing process. I agree to pay the fee of \$120.00 per 50-minute session, understand I may request a superbill and that I am responsible for submitting said superbill to my insurance, that there is no guarantee my insurance will reimburse me for all or part of my payment. I understand my rights and responsibilities as a client, and my therapist's responsibility to me.

Client Signature:

Print Name:

Therapist Signature:

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Date: