

## **Policies, Information, and Client Consent**

### **a. Appointments**

An appointment is a commitment to our work. We agree to meet at On Solid Ground's office (or online on a telehealth platform) and to start on time. If I, the counselor, am ever unable to start on time, I ask for your understanding; you will receive the full time agreed to. If you wish, you may elect to reschedule the appointment if I am running late. If you, the client, are late, we will use the time remaining in our appointment; it is likely that I will have another appointment scheduled after yours. If you are late by more than 15 minutes, the appointment will be considered missed.

Individual sessions are typically 55 minutes. 80-minute sessions are sometimes available at a prorated fee if you desire more time to process during sessions.

**Client Initials** \_\_\_\_\_

### **b. Telehealth**

Telehealth counseling sessions will be provided through a HIPAA-compliant and secure website. I have several options so that we may find the one that best supports a strong connection.

The first time you arrive at the telehealth site provided to you prior to session, **be sure to give the site permission to access your camera and microphone**; otherwise, when the session starts, I will be unable to see or hear you, and we will need to spend time troubleshooting the issue or have the session via phone. Depending on your browser settings, you may have to give these permissions each time you visit the site.

Please test your internet speed to make sure it is adequate to support a telehealth session (you can do this by typing 'speed test' into any browser). I would also recommend that you close as many applications and browser tabs as possible as this can affect the quality of our connection as well. Sometimes, restarting your computer will also free up your computer's processing power to establish a faster connection.

Similar to in-office appointments, sessions begin at the appointment time or as soon as I am available, whichever is later, so please be logged in at our scheduled time. I am connecting from a private location where I am the only person in the room. You also need to be in a private location where you can speak openly without being overheard or interrupted by others to protect your own confidentiality. If you choose to be in a place where there are people who can hear you, I cannot be responsible for protecting your confidentiality. I suggest you wear a headset to increase confidentiality and also increase the sound quality of our sessions (I understand that this is not practical in all situations). For Brainspotting sessions, wired headphones are required (Bluetooth headphones will not provide stereo music when you are connected to the telehealth platform). Please assure you reduce all possibilities of interruptions for the duration of our scheduled appointment, and I will do my best to do the same.

If we lose our connection during a video session, I will call you to troubleshoot the reason we lost connection. We can try to connect through an alternative website.

If we cannot regain a video connection after 5 minutes, we will finish the session via phone, and I will send resources on troubleshooting so that we can have a better connection for our next session.

If I cannot reach you via phone, I will remain available to you during the entire course of our scheduled session. Should you contact me back and there is time left in your session, we will continue.

Because I am available via phone if our telehealth connection fails, the full session will be charged whether I can reach you via phone or not.

Please note that recording, screenshots, etc., of any kind of any session is not permitted unless you discuss this with me prior to recording or taking a screenshot. If I do grant permission during one session, you must still request permission in each subsequent session.

Please know that per best practices and ethical guidelines I can only practice counseling in Colorado, where I am licensed. However, most states consider that counseling is occurring in the state where the client resides. Thus, you agree to inform me if your therapy location has changed.

**Client Initials** \_\_\_\_\_

**c. Payment**

By signing your initials to this section and signing this form, you agree to pay \$175 per 55-minute session, and to pay upon receipt of invoice (you can pay with an FSA or HSA card or a credit card).

You agree to pay the full agreed-upon fee for missed appointments as well as those for which you fail to give at least 24 hours notice of cancellation, as this time has been reserved for you at the exclusion of other clients. The only exceptions are unforeseen or unavoidable situations arising suddenly, which is to be determined by the counselor. If someone else has agreed to pay for all or part of your sessions, you are responsible for making arrangements with that person. Ultimately, you understand and accept that you are fully responsible for this fee. If you are submitting superbills (receipts) to your insurance for out-of-network coverage, payments for late cancellations or missed sessions are unsubmittable and will not appear on the superbill.

Superbills are available upon request. If you request a superbill to submit to your insurance company, please indicate this so that the receipt will include all necessary information, which will include a session code and diagnosis code, which we will discuss. If you are submitting to insurance, I am unable to negotiate my full rate.

Under the Federal No Surprises Act (H.R. 133, effective January 1, 2022), you have the right to receive a "Good Faith Estimate" (GFE) explaining how much your medical care will cost. You can request a GFE of any health care provider with whom you are not planning on using insurance of any kind (including out-of-network coverage).

A GFE is for your information only. It does not require you to make any type of commitment to receive care for any length or frequency of sessions.

For more information on GFE, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 1-800-985-3059.

**Client Initials** \_\_\_\_\_

**d. Emergency Support**

While I want to be able to support you during acute situations, I cannot guarantee availability and crisis services cannot be provided. If you are experiencing an emergency, please do at least one of the following:

- Call the Colorado Crisis Line at 1-844-493-8255
- Call or text the National Suicide and Crisis Lifeline at 988
- Call 911 for emergency assistance
- Visit your local hospital emergency department

**Client Initials** \_\_\_\_\_

**e. Communication**

If you need non-emergency support outside of session, phone calls up to ten minutes are not charged. If a phone call lasts more than ten minutes, you can decide to schedule a time to come for an appointment as soon as possible or you can continue the call as long as I am available at a prorated rate based on your session fee, for which I will invoice you. The best way to set up a phone call is to text me, and I will reply as soon as I am able when I am available to call you.

Electronic communication (including email and text) should be used only for scheduling or canceling appointments. Do not send personal information, updates, or questions concerning your clinical work via electronic communication (your paperwork being the exception). If you do not receive a response to a text or email canceling an appointment within a few hours, follow up with a phone call to confirm.

**Client Initials** \_\_\_\_\_

**f. Dual Relationships**

Psychotherapy is always confined to a single therapeutic relationship and should never involve other types of relationships (sexual, romantic, business, or friendship), as these are illegal, unethical, and could threaten the objectivity and safety of the therapeutic relationship. It is possible that during the course of treatment I may become aware of other preexisting relationships or conflicts of interest. If I do become aware of any type of situation that could compromise our relationship, I will do my best to resolve these situations ethically. This may involve me bringing the conflict up with you so that we can decide on how to proceed with treatment in a way that keeps your best interests in focus. In some instances, termination of the therapeutic relationship may be necessary, but that potential outcome would be discussed with you and every effort for a seamless transition of care would be made.

If we by chance see one another outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but it is best and most appropriate to avoid engaging in any lengthy discussions in public or outside of the therapy office.

**Client Initials** \_\_\_\_\_

**g. Court Subpoena / Testimony and Fees**

Clients are discouraged from having On Solid Ground Counseling Services or Steven Moore subpoenaed for the purpose of any type of court appearance or testimony. I have not been trained forensically nor do I have any training applicable to appearing in court. I am unable to guarantee that any testimony that I am required by law to give will be solely in your favor. I can only testify to the facts of a case and offer my professional opinion. I request a minimum of 72 hours notice related to any court appearance so that schedule changes for my clients can be made within a reasonable time frame. If a subpoena is received without the minimum of a 72-hour notice I will require an additional \$250 express charge.

Court action fees are as follows:

1. Preparation time: \$150 per hour (billable in 20-minute increments)
2. Phone calls: \$150 per hour (billable in 20-minute increments)
3. Emails: \$150 per hour (billable in 20-minute increments) to read and respond
4. Filing documents with court: \$100
5. Minimum charge for court appearance: \$2,500 each day I am required to be in court
6. Attorney fees: the client agrees to pay all attorney fees and costs incurred for On Solid Ground Counseling Services.
7. Retainer: A retainer of \$1,000 is due at least 72 hours before the scheduled appearance.
8. The remainder of the costs will be billed after the court appearance and will be due upon receipt.

9. If I am subpoenaed and the case is reset with less than a 72-hour notice prior to the beginning of the day of the scheduled court appearance and/or testimony is not given, then the client will be billed \$1,000.

10. Bills for court-related actions are presented to clients on a weekly basis and payment is expected upon receipt. A zero balance will need to be maintained at all times.

**Client Initials** \_\_\_\_\_

#### **h. Fee Increases**

On occasion, I may increase my standard fee. If you are actively engaged in therapy when an increase is to occur, you will be notified at least two months in advance and given an opportunity to discuss the fee increase. I do not increase fees on an existing client if the increase will create a demonstrably undue burden on the client.

**Client Initials** \_\_\_\_\_

#### **i. Termination**

The process of ending therapy, called "termination," can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end our work together if we believe it is in your best interest. Before ending therapy, I request that we have at least one session where we can review your goals, the work we have done, any future work that you would like to do, and your options going forward. If you would like to take a "time out" from therapy in order to more fully integrate your growth into your life, we should discuss this, as planning such a break together can make the time off more fruitful.

I may initiate termination if sessions do not appear to be beneficial, and this will never occur without thoughtful discussion with you as well as with several referrals to professionals who may be a better fit. Termination may also occur due to non-payment, though efforts will be made to set up a payment plan that works for you. Appointments will not be scheduled if a client owes the equivalent of three sessions until payments are made or a payment plan has been agreed to with the counselor.

**Client Initials** \_\_\_\_\_

#### **j. Risks, Benefits, and Alternatives**

As with any treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions.

For instance, in therapy, there is a risk that clients will, for a time, have uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. Also, clients may have problems with people important to them; sometimes the people around us are not ready for us to change and grow. Therapy may disrupt a relationship and could potentially lead to the end of a relationship. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment as we begin to pay closer attention to them. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts and intentions, there is a risk that therapy may not be effective for you.

While you consider these risks, you should also know that scientists in hundreds of well-designed research studies have shown the benefits of therapy. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully, experience their feelings, and practice new skills until their feelings are relieved or

the problems are solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives.

While I cannot guarantee a positive outcome for your therapy, referrals are provided to clients who are not a good fit for the work I offer so that they can receive the support they need. Therefore, we will enter our relationship with optimism about our progress. If you are interested in discussing alternatives (or additions) to counseling, such as exercise and nutrition, please ask.

**Client Initials** \_\_\_\_\_

**k. Consent**

Please read the following client statement and sign below:

*I acknowledge that I have received, have read (or have had read to me), and understand the information provided above as well as on the "Counselor Disclosure Statement" document about the therapy I am considering. I have had all my questions answered fully.*

*I do hereby seek and consent to take part in the treatment by Steven Moore with On Solid Ground LLC. I understand that developing a treatment plan with this therapist and regularly reviewing our work toward meeting the treatment goals are in my best interest. I agree to play an active role in this process.*

*I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist.*

*I am aware that I may stop my treatment with this therapist at any time. The only thing I will still be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment. (For example, if my treatment has been court-ordered, I will have to answer to the court.)*

By signing, you acknowledge that you have read On Solid Ground's Policies, Information, and Client Consent form and consent to receive services.

**Client signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Client name (print):** \_\_\_\_\_