

## Denver Art Therapy & Counseling, LLC

### OFFICE POLICIES & GENERAL INFORMATION AGREEMENT FOR PSYCHOTHERAPY SERVICES

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your (client's) written permission, except where disclosure is required by law.

**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 your therapist, Erin Brumleve, MA, LPC, ATR, that the client presents a danger to others.

**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 Erin Brumleve, MA, LPC, ATR. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. Erin Brumleve, MA, LPC, ATR, will use her clinical judgment when revealing such information. Erin Brumleve, MA, LPC, ATR, will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work together, or in the future after termination where Erin Brumleve, MA, LPC, ATR, becomes concerned about your personal safety, or the possibility of you injuring someone else, she will do whatever she 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, she may also contact the person whose name you have provided on the biographical sheet.

**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. Only the minimum necessary information will be communicated to the carrier. Erin Brumleve, MA, LPC, ATR, has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. You should be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality and privacy. Although insurance companies are subject to the same HIPAA guidelines as Erin Brumleve, MA, LPC, ATR, there is always the risk that your mental health information could be accessed electronically by unauthorized parties.

**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.), you (client's) your attorney's, or anyone else acting on your behalf will make an effort to avoid calling on Erin Brumleve, MA, LPC, ATR, 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 Erin Brumleve, MA, LPC, ATR is requested to testify or provide therapeutic documents to be utilized for court proceedings or is called to testify in court, you agree that she will compensated according to the following fee schedule for court related work:

Court Testimony Preparation: \$45/hour

Court Record Preparation: \$70

Mileage: \$.75/mile

Copy of Record(s): \$1.00/page

Counseling/Assessment Report: \$90

Court Testimony: \$125/hour – including time spent waiting to testify

**Consultation:** Erin Brumleve, MA, LPC, ATR, consults regularly with other professionals regarding her clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

**E - Mails, 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. Additionally, Erin Brumleve's, MA, LPC, ATR, e-mails are not encrypted. Faxes can easily be sent erroneously to the wrong address. Erin's computers are equipped with a firewall, a virus protection and a password and she also backs up all confidential information from her computers on a secure hard drive on a regular basis. The hard drive is stored securely off-site. Please notify Erin Brumleve, MA, LPC, ATR, 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 Faxes. If you communicate confidential or highly private information via e-mail, Erin Brumleve, MA, LPC, ATR, will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters via e-mail. **Please do not use e-mail or Faxes for emergencies.**

**Records and Your Right to Review Them:** Both the law and the standards of Erin Brumleve, MA, LPC, ATR, profession require that she keeps appropriate treatment records for at least 7 years. Unless otherwise agreed to necessary Erin Brumleve, MA, LPC, ATR, retains clinical records only as long as is mandated by Colorado law. If you have concerns regarding the treatment records please discuss them with Erin. 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 Erin Brumleve, MA, LPC, ATR, assesses that releasing such information might be harmful in any way. In such a case Erin Brumleve, MA, LPC, ATR, 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, Erin Brumleve, MA, LPC, ATR, will release information to any agency/person you specify unless Erin

Brumleve, MA, LPC, ATR, assesses that releasing such information might be harmful in any way. When more than one client involved in treatment, such as in cases of couple and family therapy, Erin Brumleve, MA, LPC, ATR, will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact Erin Brumleve, MA, LPC, ATR, between sessions, please leave a message on the answering service (303) 681-7913 and your call will be returned as soon as possible. Erin Brumleve, MA, LPC, ATR, checks her messages a few times during the daytime only, unless she is out of town. **If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away some resources you may call are: Psychiatric Emergency Services at Denver Health (303) 602-7221, the National Suicide Prevention Hotline 1-800-273-TALK (1-800-273-8255), or 911.** Please do not use e-mail or Faxes for emergencies.

**PAYMENTS & INSURANCE REIMBURSEMENT:** Clients may pay for therapy services either through their insurance for whom Erin Brumleve, MA, LPC, ATR is an in network provider or on a fee-for-service basis. Erin Brumleve MA, LPC, ATR's standard is \$90 per 55 min. session and \$110 per 85 min. session. Payment is due at the end of each session unless other arrangements have been made. Erin Brumleve MA, LPC, ATR accepts cash or check only. **Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Insurance does not usually reimburse for the aforementioned services.** Please notify Erin Brumleve, MA, LPC, ATR, if any problems arise during the course of therapy regarding your ability to make timely payments.

For client's utilizing insurance, Erin Brumleve, MA, LPC, ATR will submit your claim to your insurance company. Clients are expected to pay their co-pay at the time of service.

For clients who are paying fee-for-service but whom would like to seek reimbursement from their insurance companies, Erin Brumleve, MA, LPC, ATR, will provide you with a copy of your receipt on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. Clients for whom Erin Brumleve, MA, LPC, ATR is an out of network provider are expected to pay the full fee at the time of service. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Erin Brumleve, MA, LPC, ATR, can 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 of Erin Brumleve, MA, LPC, ATR, 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 should be submitted to and settled by binding arbitration in Denver 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. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, Erin Brumleve, MA, LPC, ATR, can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

**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 active involvement, honesty, and openness in order to make positive changes your thoughts, feelings and/or behavior. Erin Brumleve, MA, LPC, ATR, 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. 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. Erin Brumleve, MA, LPC, ATR, may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very 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 relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

**Background and Education:**

Denver Art Therapy & Counseling, LLC was founded by Erin Brumleve, MA, LPC, ATR to serve the emotional needs of children, teens, families, and couples in Denver, Colorado and the surrounding metro area. Erin has worked in the intersecting fields of art, education, mental health and wellness for the past 10 years. Her clinical experience draws from a variety of settings: elementary schools, community mental health centers, residential and inpatient adolescent behavioral health centers, as well as memory care centers for older adults. Erin's art background includes teaching art in a K-8 school and extensive experience with several community arts agencies. As a working artist, Erin continues to create and exhibit her pieces.

Erin holds a Masters Degree in Art Therapy Counseling from Southern Illinois University, Edwardsville. She is a Licensed Professional Counselor (#5056) and a Registered Art

Therapist (#08-241) in the state of Colorado.

During the course of therapy, Erin Brumleve, MA, LPC, ATR, is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to, art therapy counseling, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Erin Brumleve, MA, LPC, ATR, provides neither custody evaluation recommendation, nor medication or prescription recommendation, nor legal advice, as these activities do not fall within her scope of practice.

**Discussion of Treatment Plan:** Within a reasonable period of time after the initiation of treatment, Erin Brumleve, MA, LPC, ATR, will discuss with you (client) her working understanding of the problem, treatment plan, therapeutic objectives and her 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, Erin Brumleve, MA, LPC, ATR, expertise in employing them, or about the treatment plan, please ask and you will be answered fully. If you could benefit from any treatment that Erin Brumleve, MA, LPC, ATR, does not provide, she has an ethical obligation to assist you in obtaining those treatments.

**Termination:** As set forth above, after the first couple of meetings, Erin Brumleve, MA, LPC, ATR, will assess if she can be of benefit to you. If at any point during psychotherapy Erin Brumleve, MA, LPC, ATR, assesses that she is not effective in helping you reach the therapeutic goals or that you are non-compliant she is obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, she would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, Erin Brumleve, MA, LPC, ATR, will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, Erin Brumleve, MA, LPC, ATR, will assist you with referrals, and if she has your written consent, she will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, if appropriate, Erin Brumleve, MA, LPC, ATR, will offer to provide you with names of other qualified professionals.

**DUAL RELATIONSHIPS:** Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs Erin Brumleve's, MA, LPC, ATR, objectivity, clinical judgment or can be exploitative in nature. Erin Brumleve, MA, LPC, ATR, will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Denver and the surrounding area can feel at times like a small community and many clients know each other and Erin Brumleve, MA, LPC, ATR, from the community. Consequently you may bump into someone you know in the waiting room or into Erin Brumleve, MA, LPC, ATR, out in the community. Erin Brumleve, MA, LPC, ATR, will never acknowledge working with anyone without his/her written permission. Many clients choose Erin Brumleve, MA, LPC, ATR, as their therapist because they know her before they enter into therapy with her and/or are personal aware of

her professional work and achievements. Nevertheless, Erin Brumleve, MA, LPC, ATR, will discuss with you, her client/s, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. It is your, the client's responsibility to communicate to Erin Brumleve, MA, LPC, ATR, if the dual or multiple relationship become uncomfortable for you in any way. Erin Brumleve, MA, LPC, ATR, will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if she finds it interfering with the effectiveness of the therapy or the welfare of the client and of course you can do the same at any time.

**MINORS IN THERAPY:** If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. It is Erin Brumleve, MA, LPC, ATR's policy to request a written agreement from your parents or guardians indicating that they consent to give up access to such information and/or to your records. If they agree, Erin Brumleve, MA, LPC, ATR, will provide them only with general information about our work together subject to your approval, or, if Erin Brumleve, MA, LPC, ATR, feels it is important for them to know in order to make sure that you and people around you are safe. If Erin Brumleve, MA, LPC, ATR think it is appropriate, she will involve them if she feel that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, Erin Brumleve, MA, LPC, ATR, will discuss the matter with you, if possible. Erin Brumleve, MA, LPC, ATR, will do the best she can to resolve any differences that you and she may have about what she is prepared to discuss.

**CANCELLATION:** Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. **Unless we reach a different agreement, you will be charged \$35 for sessions missed without such notification.** I cannot bill your insurance company and you cannot collect reimbursement from your insurance company for missed sessions.

**I have read the above Agreement, Informed Consent, Office Policies and General Information carefully, (total 6 pages) I understand them and agree to comply with them:**

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Client name (print)	Date	Signature
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Client name (print)	Date	Signature
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Parent/ Guardian of Client if under 17 (print)	Date	Signature
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Parent/ Guardian of Client if under 17 (print)	Date	Signature
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Psychotherapist	Date	Signature
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