

GROWTH AND GRATITUDE, PLLC

Online Therapy

Updated September 2023
Growth and Gratitude, PLLC
Dr. Dan Sneider-Cotter, LCSW, Ed.D
53 Onteora Blvd. Asheville, NC 28803
NORTH CAROLINA: CO13376
FLORIDA LICENSE: SW15740
COLORADO LICENSE: CSW.09923224
ILLINOIS LICENSE:149015355

Disclosure of Information and Informed Consent of Policies and Practices

Contents:

1. Disclosure of Information and Informed Consent
2. Telehealth Assisted Consent (TAC) for Online Therapy
3. Permission to Record Sessions - Use for Training and Consultation
4. Social Media Policy
5. Scheduling - Fees - Canceled/Missed Appointments
6. Confidentiality
7. Court and Litigation
8. Grievances
9. Records
10. Termination

Disclosure of Information and Informed Consent

Growth and Gratitude, PLLC ('Dr. Dan Sneider-Cotter' 'the Therapist') provides therapy and clinical consultation to clients ('you', 'the client', 'I') on a fee-for-service basis who have, of their own free will, read, understood, and consented to the following policies and procedures. Consent is indicated by using initialing, signing, and dating below. Annually, or any time there are any changes to the following policies and procedures, an updated signed and dated consent will be completed by the client and added to their file.

Growth and Gratitude, PLLC is owned and operated by Dr. Daniel Sneider-Cotter, Ed.D., LCSW, who holds the following qualifications to practice as a Therapist and Licensed Clinical Social Worker (LCSW) in North Carolina, Florida, Colorado, and Illinois:

- Bachelor of Arts (BA) degree in Psychology from the University of Wisconsin - Madison
- Master of Social Work (MSW) degree from the University of Illinois - Chicago
- Doctor of Education (Ed.D.) from the University of Colorado - Denver
- Licensed Clinical Social Worker in:

- Illinois (149015355)
- Colorado (CSW.09923224)
- Florida (SW15740)
- North Carolina (CO13376)
- Certified Trauma Focused - Cognitive Behavior Therapist

A Client-Centered and Cognitive Behavior Therapy (CBT) framework is used during sessions to assist clients with their presenting issues. This form of therapy has been rigorously researched and practiced for decades and can be effective in treating a variety of mental health issues. It has a low risk for causing damage or harm and is a widely used form of talk therapy that has a high probability for success. The Therapist and client will engage in an initial intake session that will include the Therapist evaluation and consideration of the presenting problems, proposed method of treatment, and establishment of general goals and treatment outline. As therapy continues, this will continue and evolve. Benefits from Therapy can be expected but specific outcomes are not guaranteed. Clients always have the option to pursue alternative forms of treatment, as well as doing nothing, however, CBT has been demonstrated to be a highly effective option for many clients dealing with a wide array of issues. Therapy can, at times, cause unsettling feelings to emerge and issues may temporarily worsen before improving. This is part of the normal process of Therapy.

Other specialized techniques will be discussed with the client prior to application and include but are not limited to: Trauma Focused - Cognitive Behavior Therapy and Emotionally Focused Therapy (EFT).

I understand that by initialing here: _____ I acknowledge that I have read, understood, and consent of my own free will to becoming a client with Growth and Gratitude, PLLC and have been made further aware that I can discontinue treatment at any time, am always entitled to seek out a second opinion, seek out care from another provider, and it is my responsibility to ask any additional questions that I have about the qualifications or practices used by the Therapist.

Telehealth Assisted Consent for Online Therapy

Growth and Gratitude, PLLC is a 100% online therapy private practice that provides all of its services through electronic means via the internet and phone. Standard sessions are 50 minutes in length and are facilitated through a secure online video conference tool. To access this service, a computer connected to a password protected WiFi network at a speed able to handle video conferencing is required. It is the responsibility of the client to ensure that their technology is compatible with these expectations.

Limited consultation and other communication services are also provided by phone. Phone calls will be answered when possible and returned within 72 hours when not. It is recommended that the caller leave a voicemail message with their first name, their state of residence, and preferred callback number. **In the event of an emergency, clients should immediately call 911 or 988.** Once a therapeutic relationship is established, by completing this form and an initial session, additional phone consultations can be scheduled with the therapist at a 55\$ per 20min charge.

Emails are used for scheduling or canceling an appointment and must be from your personal email account only. Do not email content related to therapy sessions because such communication may not be secure nor confidential. Nor should you use emails for emergencies or crises because the Therapist has limited business hours. Email is checked at least once per day on weekdays and at least once per weekend. All emails will receive a reply within 72 hours. Emails received from you and sent to you become part of your clinical record.

The Therapist does not respond to mobile phone text messages (SMS) to answer clinical questions or topics related to treatment so please do not send these. This type of communication can compromise confidentiality. Any text

messages are documented in your clinical record. Please schedule a 20min phone consultation if needed as this is the best way to communicate in real-time on short notice.

The potential **benefits** of leveraging technological tools for Therapy are important to understand when using this service:

1. Access to many providers. Sign on from your device at the quiet, comfortable, and secure location of your choice and research the most appropriate provider for your needs.
 - a. An intake phone call can be easily scheduled to ensure that client and provider are a good match for services with minimal time, effort, or dollars spent.
2. Relief from the discomfort and inconvenience of commuting to and from an office setting.
 - a. Couples with young children and/or busy work schedules will put off therapy because of the challenges related to meeting at an office and/or being restricted to typical working hours. Adults who experience anxiety or depression can similarly miss out on important treatment work due to access issues.
3. Sessions take place at a preferred location for both parties leading to greater equity in the relationship.

There are some **limitations** when technology is used exclusively in Therapy that are critical for each individual to consider:

1. Humans are physical beings who communicate using body language and other sensory means that are differently translated when in the same room as the person you are talking to.
 - a. Growth and Gratitude, PLLC has been providing Online Therapy since 2017 and utilizes mindfulness practices and dialogue to ensure that the body and its senses are incorporated into sessions.
2. Online therapy is not best suited to working through addiction issues due to its higher risk nature. Addiction issues are better suited to in-person and intensive therapy modalities
3. High risk cases in general, are not an appropriate fit for online therapy. This includes, but is not limited to, suicidality, hallucinations, physical violence, etc. These needs are outside the scope of exclusively online therapy and represent a risk to the client. Better care can be found in-person and with intensive support.

There are a great and growing number of high quality research articles that have focused on the risks and benefits of online therapy and the general consensus is that not only does online therapy work, but that it can be just as, and sometimes more, effective than traditional in-person talk therapy. Corroborating articles and research can be provided upon request.

Growth and Gratitude, PLLC does not use or allow any recordings to be taken of or during sessions by clients. Recordings may be made by the Therapist only if specifically authorized by the client (see section below) for the use of training and consultation. This decision is made to protect all parties involved and maximize the safety and security of the confidential and private session.

Video conferencing services, email, and phone calls will be routed through Google G Suite applications that are part of the BAA between Google and Growth and Gratitude, PLLC. Documents and clinical records will be stored electronically on a secure server that maintains duplicate backup copies in accordance with your privacy rights. Records will be maintained in this manner for the duration of what is required by law, which in many states is 7 years.

Permission to Record Sessions - Use for Training and Consultation

By initialing here: _____ I/We indicate we are aware of the presence of video recording, permit the use of all or part of the recording, and consent to the video recording of therapy sessions with Growth & Gratitude, PLLC - Dr. Dan Sneider-Cotter, Ed.D., LCSW for the following purposes:

- Our therapist will use the videos to for educational review to assist in our therapeutic treatment
- Our therapist will use the video for consultation with a clinical supervisor(s) and/or training purposes

In no way will the refusal to grant consent for this video recording affect my/our getting assistance for myself/ourselves. If at any time during the treatment process, we wish to stop recording we may do so and still continue treatment.

Social Media Policy

Social Media is used by this practice as a professional resource to connect with and inform the public about available services. Articles relevant to the practice of Therapy are shared as well as updates including, but not limited to, changes to available hours, services, fees, and workshops. Growth and Gratitude, PLLC uses platforms such as Instagram, LinkedIn, and Facebook, as well as Google Platforms (ex. YouTube), to seek and share information, provide professional services, and send and receive information.

Search engines are not used to seek information about you. A rare exception would be during a crisis when there is reason to suspect that you may be in danger to yourself or others and other resources have been exhausted. Should this ever occur, it will be documented in your clinical record and discussed at your next session. If you decide to use search engines to seek information about your Therapist, it is recommended that you discuss any concerns that you may have at your very next session.

'Friending' or 'Following': 'Friend' or 'Follow' requests from current or former clients on social networking sites may compromise confidentiality, the therapeutic relationship, and are not accepted. There will be no 'friending' via social networking sites such as Instagram, Facebook, YouTube or LinkedIn. If there is content you wish to share from your social media site, bring it to a session for discussion. Decisions made by you to publicly like or comment on posts is made at your discretion and will not knowingly be publicly responded to by Growth & Gratitude, PLLC.

Growth and Gratitude, PLLC does not follow current or former clients on any platform. Doing so may negatively influence the therapeutic relationship. Articles may be published on the professional website and offer information about the practice, but there is no expectation for you or any client to 'follow' on any platform or read articles that are posted. If there is content you wish to share from your online site, you may bring it to your next session for discussion.

Separate Accounts: Growth and Gratitude, PLLC maintains professional social media accounts which are used solely for professional matters. No information about you will be revealed through the website, nor will there be an online relationship with you through these professional sites. You are not expected to respond or comment on anything that is posted. You will not receive responses publicly from Growth and Gratitude, PLLC to any comment you make online. If you have a concern about anything that is posted, please discuss it at your next session. Dr. Dan Sneider-Cotter, Ed.D., LCSW maintains personal accounts which are separate from his professional account and are used for non-professional activities. No information about you will be posted on those personal accounts.

If you have any questions about this social media policy, please ask. Should there be any changes to this policy, you will be informed.

Scheduling - Fees - Cancelled/Missed Appointments

You, the client, are entitled to a discussion with the Therapist regarding what is involved in Therapy and, by initialing and signing below, indicate that you understand and agree to these policies about scheduling, fees and missed appointments. You understand that you are fully financially responsible for these fees. You understand that payment will be due in full prior to the start of the scheduled session. Each session is individually booked and scheduled for a specific person at a specific time and that payment secures the spot.

You understand that it is your responsibility to communicate with the Therapist via phone or email to appropriately schedule appointments. Further, you acknowledge that the Therapist works in the Eastern Time Zone and schedules sessions accordingly.

You understand that you will be personally responsible for **payment in full for any missed/canceled session** if you do not give the Therapist **at least 24 hours advance notice** of the cancellation (cancellation can be made by voicemail or email).

Fees are set at the following rates for service:

- Initial 20min Phone Consultation: FREE
- Additional 20min Phone Consultation: \$55
- Video Standard Session: 50 minutes \$175

You understand that the Therapist uses a secure electronic platform, Square and/or Headway, for billing purposes and you will be asked to provide a credit/debit card to be placed on file. This will be used to hold scheduled sessions and bill for services on the day of the session. You understand that it is your responsibility to research this tool to properly educate yourself on the ways that it will safeguard Protected Health Information (PHI). You acknowledge that it is your responsibility to deny any communication in the form of text, email, phone call, and/or calendar reminders, as well as any other exchange that contains PHI from Square as this form of communication is not protected by their BAA because it is not HIPAA compliant.

Growth and Gratitude, PLLC may change or adjust its rate for fee-for-service appointments at any time but will notify the client in writing in advance. Annual rate increases will take place in January of each calendar year. Clients will acknowledge receipt and agreement in writing to these changes before they will take effect.

Should the Therapist need to cancel a session with less than 24 hours notice there will be every effort made to schedule a 'makeup' session within the next week or whenever is soonest and mutually agreeable. This will only occur rarely and every effort will be made to communicate well in advance of the scheduled session.

By initialing here: _____ I acknowledge that I have read, understood, and agreed to these policies and practices.

Confidentiality

I have received a copy of HIPAA Notice of Privacy Practices from the Therapist. I understand that information about Therapy is almost always kept confidential by the Therapist and not revealed to others unless I give my consent. There are a few exceptions as noted in the HIPAA Notice of Privacy Practices. Details about certain of those exceptions follow:

1. The Therapist is required by law to report suspected child abuse or neglect to the authorities.
2. If I tell the

Therapist that I intend to harm another person, the Therapist must try to protect that person, including by telling the police or the person or other health care providers. Similarly, if I threaten to harm myself, or my life or my health is in any immediate danger, the Therapist will try to protect me, including by telling others such as my relatives or the police or other health care providers, who can assist in protecting or assisting me.

3. If I am involved in certain court proceedings, the Therapist may be required by law to reveal information about my treatment. These situations include child custody disputes, cases where a therapy patient's psychological condition is an issue, lawsuits or formal complaints against the Therapist, civil commitment hearings and court-related treatment.
4. If my health insurance or managed care plan will be reimbursing me or paying the Therapist directly, they will require that I waive confidentiality and that the Therapist give them information about my treatment.
5. The Therapist may consult with other Therapists about my treatment, but in doing so will not reveal my name or other information that might identify me. Further, when the Therapist is away or unavailable, another Therapist might answer calls and so will need to have some information about my treatment.
6. If my account with the Therapist becomes overdue and I do not pay the amount due or work out a payment plan. the Therapist will reveal a limited amount of information about my treatment in taking legal measures to be paid. This information will include my name, social security number, address, dates and type of treatment and the amount due. If any accounts are more than 90 days past due, the Therapist will add a 10% interest charge each month thereafter.

Growth and Gratitude, PLLC cannot ensure the confidentiality of any form of communication through electronic media, including text messages. You are also advised that any email sent via computer in a work-place environment is legally accessible by an employer. Communication via email or text messaging for issues regarding scheduling or cancellations will be used as necessary to coordinate care but will not be used by the therapist as a part of treatment. While messages will be returned in a timely manner, immediate response cannot be guaranteed. It is requested that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. Therapists are ethically and legally obligated to maintain records of each meeting, phone call, or any correspondence via electronic communication such as email or text messaging. These records include a brief synopsis of the conversation along with any observations or plans for the next meeting. A judge can subpoena your records for a variety of reasons, and if this happens, the Therapist must comply.

I understand by initialing here: _____ I acknowledge receipt and understanding of the NPP provided by Growth and Gratitude, PLLC

In all of the situations described above, I understand that the Therapist will try to discuss the situation with me, or notify me, before any confidential information is revealed, and will reveal only the least amount of information that is necessary.

I understand that the Therapist **cannot provide emergency service**. The Therapist has told me whom to call if an emergency arises and they are unavailable. In any case, I understand that in any emergency, I may call 911, 988, or go to the nearest hospital emergency room. Should the Therapist determine the need to contact someone in an emergency, I have also provided prior authorization for the Therapist to contact either of the two emergency contact persons I have listed here. This authorization is provided in the event that it is deemed necessary for my health and safety or the safety and health of others to contact them. I understand that if I want to make any changes to this authorization that I must do so in writing:

● Emergency Contact #1: (Name): _____

(Phone #): _____

Relationship to Client: _____

● Emergency Contact #2: (Name): _____

(Phone #): _____

Relationship to Client: _____

I have also provided the Therapist with prior authorization to contact the local police department should there be an emergency. Please list the full phone number for your local police department.

Local Police Department phone #: _____

Court and Litigation

If you are involved in divorce, custody, or any other litigation, please understand that the role of a Therapist is not to make recommendations to the Court concerning parenting or custody issues, nor to testify in Court concerning an opinion or issue involved in the litigation. By signing this disclosure statement you agree to not use or subpoena the Therapist 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 a non-treating mental health professional independent of the therapy.

If you decide to waive your privilege or the Therapist is otherwise compelled to appear in a legal setting, you agree to pay 2X the normal hourly session rate to account for time spent preparing documents, commuting, attendance, etc. You also agree to pay for the time to prepare and review paperwork and/or clinical records that are required at 2x the hourly phone consultation rate.

I understand by initialing here: _____ I acknowledge receipt and understanding of this Growth and Gratitude, PLLC policy and practice.

Grievances

The relationship between Therapist and client is built on mutual trust and understanding. The client is entitled to: Know the qualifications/methods/techniques of their Therapist, an expectation of confidentiality as discussed above, treatment within the scope and expertise of the provider, a transparent fee structure, freedom from inappropriate sexual conduct, discontinue Therapy, and/or seek out a second opinion.

I understand that by initialing here: _____ I acknowledge that I have a right to ask the Therapist about the Therapist's training and qualifications and, when necessary, to file grievances about the Therapist's professional conduct in writing to one of the following governing bodies:

NCSWCLB
PO Box 1043
Asheboro, NC 27204

Department of Health
Board of Mental Health Professions
4052 Bald Cypress Way Bin C-08
Tallahassee, FL 32399-3258.

Colorado Department of Regulatory Agencies
Division of Professions and Occupations
1560 Broadway, Suite 1350, Denver, CO 80202

Department of Financial and Professional Regulation
Division of Professional Regulation / Complaint Intake Unit
100 West Randolph Street, Suite 9-300
Chicago, IL 60601

Records

Growth and Gratitude, PLLC will sometimes utilize evidence-based assessment tools, within the scope of service for this 100% Online Therapy practice, to assess and track client progress and change. These tools will be maintained as part of the client's clinical records.

Requests for records must occur in writing to the business address listed for Growth and Gratitude, PLLC and include a handwritten signature from the client or authorized representative. Additional Release of Information (ROI) to any third party must occur in writing and include a handwritten signature from the client or authorized representative.

Record retention: Designated records must be held in a secure place for 7 years after termination of the therapeutic relationship. Records are generally stored electronically in a secure and HIPAA compliant manner consistent with the practices described above.

In the event that the Therapist is no longer able to secure and monitor access to your mental health record, due to incapacity or death, a professional representative will be named to act on your behalf to ensure records are maintained and accessible for as long as necessary to satisfy legal obligations. Similarly, should Growth and Gratitude, PLLC cease to exist, it is the professional standard for the Therapist to maintain records.

Termination

All relationships, including Therapy, must come to an end. When this occurs, a termination focused session may take place that attempts to review the work conducted to that point in therapy and discuss plans for the future. Please see 'Records' section above for the policies involving the storage and maintenance of records.

I acknowledge by initialing here: _____ that the Therapist or Client reserves the right to terminate the relationship for any reason, including but not limited to whenever, in the opinion of either party, an effective therapeutic relationship cannot be established or maintained.

I acknowledge by initialing here: _____ that there is an office policy that if there is no contact within a 90 day period of time your case will be closed and should services be indicated at a later date that a new agreement be signed and initial session be completed.

By signing below I am indicating that I have read and understood this form in its entirety and that I give my consent for treatment.

Client Signature: _____

Date: _____

Client Signature: _____

Date: _____