



## Official Practice Policies

**INTRODUCTION:** Welcome to Resilience & Renewal Therapy LLC. This document outlines the essential policies and procedures that govern the therapeutic relationship between you and your therapist. These policies are in place to ensure a clear understanding of the therapeutic process, client rights, confidentiality, and the expectations for both parties. As a licensed clinical social worker (LCSW) in both Oregon and California, I am committed to providing ethical, client-centered care that aligns with state laws and professional guidelines.

Please take time to review the following sections, which cover my therapeutic approach, fees, billing practices, client rights, confidentiality policies, and other important aspects of our work together. If you have any questions or need clarification on any of the policies, do not hesitate to ask. Your understanding and agreement to these policies are crucial to creating a safe, supportive, and transparent environment for your therapeutic journey.

By signing this document, you acknowledge that you have read and understood the practice policies and agree to follow the guidelines outlined here.

### I. GENERAL PRACTICE POLICIES

**PHILOSOPHY AND APPROACH:** Harold Thomas at Resilience & Renewal Therapy LLC, my therapeutic philosophy is grounded in providing comprehensive, trauma-informed care, particularly for adolescents and members of the LGBTQ+ community. Drawing from my extensive experience in evidence-based practices such as Cognitive Behavioral Therapy (CBT), Motivational Interviewing, and Solution-Focused interventions, I aim to create a structured, supportive environment where clients can achieve their goals. I believe that individuals have the strength to create change, and I am here to guide them through a collaborative and action-oriented process. By tailoring interventions to each person's unique needs, I strive to help clients overcome challenges and foster resilience.

**FORMAL EDUCATION AND TRAINING:** Harold Thomas at Resilience & Renewal Therapy LLC holds a Master of Social Work (MSW) degree from San Jose State University, where I specialized in clinical social work with a focus on trauma-informed care, behavioral health, and working with diverse populations. My education includes comprehensive training in Cognitive Behavioral Therapy (CBT), Dialectical Behavioral Therapy (DBT), Motivational Interviewing, and trauma-informed interventions. I am a Licensed Clinical Social Worker (LCSW) in the states of California and Oregon. I regularly engage in continuing education to ensure that I am up to date with the latest therapeutic techniques and evidence-based practices, allowing me to provide the highest quality care to my clients.

**APPOINTMENTS AND CANCELLATIONS:** Appointments are either 60 or 75 minutes. Please remember to cancel or reschedule 48 hours in advance. You will be responsible for the



entire fee if you cancel less than **24 hours** in advance. Requests to change the standard session time need to be discussed with the therapist so that time can be scheduled in advance. If you are more than 20 minutes late for your scheduled appointment and have not contacted your therapist to alert your therapist that you are coming, your therapist reserves the right to leave.

**PAYMENT AND BILLING:** My regular rate is \$3.20 per minute. A standard session fee is \$192 per 60-minute session or \$240 per 75-minute session. There is a standard fee of \$288 for a 90-minute intake. Clients may log in to their client portal and obtain copies of statements or superbills. Clients are responsible for determining whether their insurance company reimburses them for out-of-network providers. ***Full payment is expected at the time of each appointment*** unless otherwise arranged. Checks and Credit Cards are each acceptable forms of payment through your client portal in *Simple Practice* or *Headway*. Checks should be payable to “Resilience & Renewal Therapy LLC.” Upon request, monthly statements can be provided containing all pertinent data necessary. Fees are reviewed and modified annually. Clients are notified of any change in fee 30 days prior to it taking effect. A \$50 service charge will be charged for any checks returned for any reason for special handling. Cancellations and re-scheduled sessions will be subject to a full charge if **NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE**. This is necessary because a time commitment is made to you and is held exclusively for you. If you are more than 15 minutes late for your session, your session will be considered a no-show, and the remainder of your session time will be forfeited.

**OTHER SERVICES:** Telephone conversations (5 minutes or longer regardless of who initiates the call), text, emails, site visits, report writing and reading, consultation with other professionals on your behalf, reading records, longer sessions, travel time, etc. will be charged at the rate the regular rate of \$3.20 per minute unless indicated and agreed otherwise. An example of “other professionals” might include talking with psychiatrists, psychologists, primary care physicians, educators, or other service providers to increase collaboration and communication to support you better.

**TELEPHONE ACCESSIBILITY:** If you need to contact me between sessions, please leave a voicemail. My voicemail cannot be used as an emergency service. If I am not immediately available, I will attempt to return your call within 24 hours. If a true emergency arises, please call 911, 988, or any local emergency room. I return text messages between the hours of 9:00 am and 5:00 pm. Please note that if you text me, please do not assume I have received it. Text me again or call me if you have not heard back from me within 24 hours unless otherwise discussed.

**INSURANCE REIMBURSEMENT:** Resilience & Renewal Therapy LLC provides limited insurance-based services. Please refer to [HEADWAY.CO](https://www.headway.co) for more details. In short, Headway is a company that provides support for therapists and clients, a platform to connect to services and treatment who wish to use insurance. I will discuss options for insurance reimbursement during our initial sessions, as each client’s situation varies. If requested, we will provide you with a statement at the beginning of each month so you can choose to submit your insurance carrier for reimbursement. Some insurance companies will not cover outpatient psychotherapy. Therefore,



it is your responsibility to contact your insurance company prior to the initial appointment to inquire about reimbursement.

**LITIGATION LIMITATION:** The therapeutic process often involves discussing sensitive and confidential matters. In order to protect the integrity of the therapeutic relationship, it is agreed that in the event of legal proceedings, such as divorce, custody disputes, personal injury claims, or lawsuits, neither you nor your legal representative will request or require anyone from Resilience & Renewal Therapy LLC to testify in court or provide records related to your therapy, except as required by law.

If a legal situation arises where one of our professionals is subpoenaed or asked to testify by another party, please be aware that compensation will be required for the time involved, including preparation and travel. **The fee for such services is \$300 per hour.**

**SOCIAL MEDIA AND TELECOMMUNICATION:** Due to your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (IG, TikTok, LinkedIn, etc.). Adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy and may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet, and we can discuss them further.

**ELECTRONIC COMMUNICATION:** I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so through your client portal (Simple Practice). While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. If you and your therapist choose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) Telemedicine has potential risks, consequences, and benefits. Potential benefits include but are not limited to, improved communication capabilities, convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

**CLINICAL NOTES:** Effective therapy is often facilitated when the therapist gathers, within a session or a series of sessions, a multitude of observations, information, and experiences about



the client. Therapists may make clinical assessments, diagnoses, and interventions based not only on direct verbal or auditory communications, written reports, and third-person consultations but also on direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as your physical condition, including apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming, and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information that you may not recognize as significant to present verbally to the therapist.

## **MINORS:**

### **Process of Working with Parents to Determine Information Sharing**

When working with minors, it's essential to establish clear guidelines around confidentiality and information sharing early in the therapeutic process. Complex family dynamics can make this particularly nuanced, so I take a collaborative and transparent approach to navigate these sensitive conversations.

- 1. Initial Assessment and Informed Consent:**

During the intake process, I explain the limits of confidentiality to both the minor and their parents or guardians. This includes discussing what information can and cannot be shared, emphasizing the importance of creating a safe space for the minor while also respecting parental rights.

- 2. Collaborative Decision-Making:**

I actively involve both the minor and the parents in discussing what kinds of information need to be shared. This discussion helps to foster trust, as everyone understands the boundaries and expectations around communication. When appropriate, I encourage the minor to take part in deciding what to share with their parents, helping them feel more empowered and supported.

- 3. Balancing Privacy and Safety:**

In complex family situations, I strive to maintain the minor's privacy to promote open communication while also ensuring their safety. If there are concerns about the minor's well-being, I work with the family to decide on the most responsible way to share critical information. My role here is to guide this conversation with the minor's best interests in mind while also considering the family's dynamics.

- 4. Ongoing Communication:**

The process of sharing information is not a one-time event but an ongoing conversation. As therapy progresses, new concerns or developments may arise that need to be addressed with the parents. I regularly revisit the confidentiality agreement and make adjustments based on changes in the minor's situation or family circumstances.



#### 5. **Empathy and Sensitivity in Complex Dynamics:**

In cases where family dynamics are particularly strained or complex, it's important to handle these situations with extra care. I work to understand the unique concerns and viewpoints of both the parents and the minor. This allows for more tailored communication strategies that honor the minor's autonomy while respecting the parents' need to be informed.

**LIMITED WARRANTY, LIMITATION ON LIABILITY:** We will perform services in accordance with applicable standards of professional conduct but make no warranties with respect to the results of our services. Except with respect to the foregoing, all warranties, conditions, representations, indemnities and guarantees, whether expressed or implied, arising by law, custom, prior oral or written statements by us or otherwise are hereby overridden, excluded and disclaimed. WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. In the event we fail to exercise due care in providing services, the exclusive remedy and our sole liability, is, at our option, either the (i) waiver of the compensation for the services or (ii) providing duplicate services. You will indemnify, defend and hold us harmless from any and all claims, liability, costs, damages and expenses, including without limitation attorneys' fees, arising out of or relating to the services provided by our professionals under this Agreement brought by any third party except to the extent their actions are found to constitute professional negligence.

**TERMINATION:** Ending relationships can be difficult. Therefore, it is important to have a termination process in place to achieve closure. The termination's appropriate length depends on the treatment's length and intensity.

- I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment.
- I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating.
- If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.
- If you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, I must consider the professional relationship discontinued for legal and ethical reasons.

#### **CLIENT BILL OF RIGHTS**

**At Resilience & Renewal Therapy LLC, we are committed to ensuring that you are fully informed of your rights as a client. As a client of a Licensed Clinical Social Worker (LCSW) in either Oregon or California, you are entitled to the following rights:**



**1. Right to Confidentiality**

Your personal information, including anything discussed in therapy, is kept confidential. Information will only be disclosed under the following exceptions:

- When required by law (e.g., reporting child abuse, elder abuse, or threats of harm to yourself or others).
- For treatment purposes, with your consent (such as coordinating care with other providers).
- In response to a court order or subpoena.

**2. Right to Informed Consent**

You have the right to understand the nature of the therapy you are receiving, including the treatment methods, goals, and any potential risks or benefits. You will be informed of your treatment plan and may ask questions at any time about the process.

**3. Right to Be Treated with Dignity and Respect**

You have the right to receive treatment in a professional, respectful manner, free from any form of discrimination based on age, gender identity, sexual orientation, race, ethnicity, religion, disability, or socioeconomic status.

**4. Right to Participate in Treatment Decisions**

You have the right to actively participate in the creation and modification of your treatment plan. Your preferences, goals, and values will be taken into account in the decision-making process.

**5. Right to Access Records**

You have the right to request and obtain a copy of your therapy records, except in rare circumstances where access to such records may cause harm. Requests will be responded to within 30 days and may include a reasonable fee for copies.

**6. Right to Refuse Treatment**

You have the right to decline or discontinue treatment at any time. I will discuss the possible risks or consequences of this choice with you and, if necessary, provide referrals to other service providers.

**7. Right to File Complaints**

If you believe your rights have been violated, you have the right to file a complaint with the relevant licensing boards or professional organizations.

**• Oregon Clients:**

You may contact the Oregon State Board of Licensed Social Workers at:

**State of Oregon, Board of Licensed Social Workers**

**Attention: Compliance Department**

**3218 Pringle Road SE, Suite #240**

**Salem, OR 97302-6310**

**• California Clients:**

You may contact the California Board of Behavioral Sciences (BBS) at:

**California Board of Behavioral Sciences (BBS)**

**1625 North Market Blvd., Suite S200, Sacramento, CA 95834**

**Telephone: (916) 574-7830**

**Website: [www.bbs.ca.gov](http://www.bbs.ca.gov)**





**8. Right to Receive Information on Fees and Billing**

You have the right to be informed of all fees and billing policies before beginning therapy. Any changes to fees will be communicated to you at least 30 days in advance.

**9. Right to Non-Discrimination**

At Resilience & Renewal Therapy LLC, we do not discriminate based on race, ethnicity, gender identity, sexual orientation, national origin, religion, age, or any other protected status. You will receive care in a safe, supportive, and inclusive environment.

**Resilience & Renewal Therapy LLC adheres to the Oregon Licensing Board's Code of Ethics set forth in OAR Chapter 877, Division 30. Clinicians at Resilience & Renewal Therapy LLC will attend training that supports the Code of Ethics (Chapter 877, Division 30) to ensure compliance within clinical practice upon each renewal period (40 hours over 24 months) in order to provide best practices in clinical care.**

## Acknowledgment of Receipt General Practice Policies

By signing below, I certify:

- I have read or had this form read and/or explained to me.
- I fully understand its contents, including the risks and benefits of telehealth.
- I have been given ample opportunity to ask questions, and any questions have been answered to my satisfaction.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## II. PRIVACY POLICIES

Your privacy is of utmost importance. Below is an outline of how we protect your information and the situations where disclosures may be required. We can discuss specific concerns about your information at any time.

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU MAY ACCESS THIS INFORMATION. PLEASE REVIEW CAREFULLY.

**CONFIDENTIALITY:** I understand that health information is personal. I am committed to protecting health information about you. I will create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain



legal requirements. This notice applies to all of the records of your care generated by this mental health care practice, as well as the ways in which I may use and disclose health information about you. Described in this notice are your rights to the health information I keep about you and certain obligations I have regarding the use and disclosure of your health information. By law, I am required to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new notice will be available upon request, on your client portal, and on my website.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** The following categories describe different ways I use and disclose health information. Not every specific use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories:

- For Treatment Payment or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have a direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any healthcare provider. This, too, can be done without your written authorization. For example, if a clinician were to consult with another licensed healthcare provider about your condition, we would be permitted to use and disclose your personal health information, which is otherwise confidential, to assist the clinician in diagnosing and treating your mental health condition.
- Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or complete information to provide quality care. Treatment includes, among other things, the coordination and management of healthcare providers with a third party, consultations between healthcare providers, and referrals of a patient for healthcare from one healthcare provider to another.
- Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

**WHEN DISCLOSURE REQUIRES YOUR AUTHORIZATION:**

- Psychotherapy Notes are made and kept. Any use or disclosure of such notes requires your Authorization unless the use or disclosure is: a. For my use in treating you. b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy. c. For my use in defending myself in legal





proceedings. d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA. e. Required by law and the use or disclosure is limited to the requirements of such law. f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes. g. Required by a coroner who is performing duties authorized by law. h. Required to help avert a serious threat to the health and safety of others.

- As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
- As a psychotherapist, I will not sell your PHI.

**WHEN DISCLOSURE DOES NOT REQUIRE YOUR AUTHORIZATION:** Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

- When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
- For public health activities, including reporting suspected child, elder, or dependent adult abuse or preventing or reducing a serious threat to anyone's health or safety.
- For health oversight activities, including audits and investigations.
- For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
- For law enforcement purposes, including reporting crimes occurring on my premises.
- To coroners or medical examiners, when such individuals are performing duties authorized by law.
- For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
- Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counterintelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
- For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
- Appointment reminders and health-related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

**CERTAIN USES AND DISCLOSURES REQUIRING YOUR OBJECTION:** I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergencies.

**YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:**

- The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes.



I am not required to agree to your request, and I may say “no” if I believe it would affect your health care.

- **The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.** You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service you have paid for out-of-pocket in full.
- **The Right to Choose How I Send PHI to You.** You have the right to ask me to contact you in a specific way or to send mail to a different address, and I will agree to all reasonable requests.
- **The Right to See and Get Copies of Your PHI.** Other than psychotherapy notes, you have the right to get an electronic or paper copy of your medical record and other information. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable fee for doing so.
- **The Right to Get a List of the Disclosures I Have Made.** You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. This list will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I may charge you a reasonable fee for each additional request.
- **The Right to Correct or Update Your PHI.** If you believe there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
- **The Right to Get a Paper or Electronic Copy of this Notice.** You have the right to get a paper copy of this Notice and get a copy by e-mail. Even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy.

## Acknowledgment of Receipt of Privacy Policies

By signing below, I certify:

- I have read or had this form read and/or explained to me.
- I fully understand its contents, including the risks and benefits of telehealth.
- I have been given ample opportunity to ask questions, and any questions have been answered to my satisfaction.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_