

André Neitzel, LCSW, LLC
André Neitzel, LCSW
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DISCLOSURE STATEMENT AND INFORMED CONSENT FOR SERVICES

Welcome to André Neitzel, LCSW, LLC. Please read this document carefully as it contains important information about my professional services and business policies. If you have any questions or would like additional information, please let me know. When you sign this document, it will represent an agreement between us regarding professional services.

Therapy Services

It can be difficult to describe therapy in general statements, as it varies based on the personalities of the therapist and client and the issues that you hope to address. Therapy is not like a medical doctor visit and instead calls for you to be an active participant in the process, both in sessions and between sessions.

Therapy can have benefits and risks. Therapy often involves discussing difficult topics and can bring up feelings of sadness, anger, guilt, or hopelessness. However, therapy often has benefits to the people who experience it and may lead to better relationships, solutions to specific problems, and reductions in negative feelings. There is no guarantee that therapy will yield positive results. Every effort will be made to provide you with a positive and healing experience, but every therapy experience is unique and varies among individuals.

If you ever have questions or concerns about the therapy work we are doing, please feel free to discuss those with me. If we determine that you are not benefitting from therapy or need a different level of care, I will help you in finding appropriate referral resources.

Mandatory Disclosures

The following information is provided in accordance with Colorado Revised Statutes §12-245-216:

Practice Information

André Neitzel, LCSW, LLC
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8774 Yates Drive, Suite 350, Westminster, CO 80031
720-505-6843

Education, Training, and Licensure Information

Master of Social Work, University of Denver, 2012
Licensed Clinical Social Worker, Colorado License No. 09923739

Regulation of Mental Health Professionals in Colorado

The practice of licensed, certified, or registered mental health professionals is regulated by the Department of Regulatory Agencies (“DORA”) Division of Professions and Occupations (“DOPO”). The Board of Social Work Examiners regulates Licensed Clinical Social Workers, and can be reached at 1560 Broadway, Suite 1350, Denver, CO 80202, 303-894-7800.

Levels of regulation of mental health professionals in Colorado include licensing (requires minimum education, experience, and examination qualifications), certification (requires minimum training, experience, and for certain levels, examination qualifications), and registration (does not require minimum education, experience, or training.) All levels of regulation require passing a jurisprudence take-home examination.

Licensed Social Workers must hold a master’s degree in social work. A Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a master’s degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post- doctoral supervision. A Licensed Social Worker must hold a master’s degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Technician must be a high school graduate, complete required training hours, pass the National Certified Addiction Counselor Exam, Level I or an equivalent exam, and complete 1,000 hours of supervised experience. A Certified Addiction Specialist must have a bachelor’s degree or higher in substance abuse/behavioral health, complete additional required training hours, pass the National Certified Addiction Counselor Exam, Level II or an equivalent exam and complete 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical master’s or doctorate degree, pass the Master Addiction Counselor Exam or an equivalent exam, and complete 3,000 of supervised experience. An Unlicensed Psychotherapist is registered with the State Board of Unlicensed Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

Additional Mandatory Disclosures

You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of therapy, if known, and the fee structure.

You may seek a second opinion from another therapist or may terminate therapy at any time.

In a professional relationship, sexual intimacy is never appropriate. If sexual intimacy occurs it should be reported to DORA at (303) 894-7800, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202.

The information provided by you during therapy sessions is legally confidential in the case of licensed marriage and family therapists, social workers, professional counselors, and psychologists; licensed or certified addiction counselors; and unlicensed psychotherapists, except as provided in section 12-245-220 and except for certain legal exceptions that will be identified by your therapist should any such situation arise during therapy.

Your records may be destroyed after seven years in accordance with Colorado law. Please see the “Record-Keeping” section below for more information.

Professional Fees

My hourly fee for therapy sessions is \$125 per session. If we meet for more than the regularly scheduled hour, I will charge accordingly for the additional time. I also charge this same hourly rate for other professional services, such as report writing, telephone calls, preparation of reports or treatment summaries, meeting with other professionals with your authorization, and time spent performing other services you request of me. Fees are subject to change periodically, and I will notify you in advance of any such fee increase. Please note that the above fees are for private pay/out of network clients; if you are using health insurance, your co-pay or deductible may differ from the amount outlined above.

If you become involved in legal proceedings, I charge \$ 250 per hour for services related to your legal matter. You will be responsible for paying for any professional time I spend on your legal matter, even if the request comes from another party. Professional time spent on your legal matter includes, but is not limited to: attorney fees that I may incur in preparing for or complying with the requested legal services; testimony related matters such as case research, report writing, travel, depositions, actual testimony, cross examination, and courtroom waiting time. Please note that I will not provide evaluations or expert testimony in court, such services should be provided by an outside provider in order to preserve our therapy relationship.

Billing and Payments

You will be expected to pay for each session at the time it is held unless we have agreed otherwise in advance. If your account has not been paid for more than thirty (30) days and payment arrangements have not been agreed upon, your account will be considered past due and I have the option of using legal means to secure the payment. This may involve using a collection agency or filing a claim in small claims court. In collection situations, I will make all efforts to release the minimum information necessary to proceed with collections or a claim, which will include the client name, dates, times, and the nature of services, and the amount due. Before I engage a collection agency, I will provide you with written notice of my intent to do so, sent to your last address I have on record, and give you an opportunity to make payment arrangements.

I am not a Medicaid provider. If you have Medicaid coverage that includes mental health services, I am not able to offer mental health services to you.

Health Insurance

Not all mental health services are covered by health insurance, and it is your responsibility to understand what mental health services your insurance policy covers. I will fill out forms and provide you with whatever reasonable assistance I can to help you receive the benefits to which you are entitled. If you have questions about what your policy covers, you should contact your plan administrator to better understand your coverage. It is often the case that covered mental health services are limited to short term treatments, and it may be necessary to seek approval for therapy after a certain number of sessions. In order for us to set realistic goals for treatment, it is vital that you have a good understanding of your benefits and evaluate the resources that you have available to pay for treatment. In addition, insurance companies may not provide reimbursement for all aspects of the services I provide such as preparing treatment summaries, records, or professional consultations.

If, for any reason, your insurance company, HMO, or other third party payor does not compensate me for the services I provide, you are solely responsible for full payment of my fees. In addition, signing this form gives me permission to communicate with your insurance company, HMO, other third-party payor, collection agency, or anyone connected to your therapy funding source regarding payment. Your insurance company may request information about the services I provide, including but not limited to a diagnosis, description of services or symptoms, treatment plan or summary, and in some cases, your entire client file. Once your insurance company receives such information, I have no control over the security measures the insurance company uses to protect the information or whether the insurance company shares the information. You may request a copy of any report that I submit to your insurance company on your behalf. In these situations, I will try to release the minimum information necessary.

Confidentiality

In general, the privacy of communications between a therapist and client is protected by law, and I can only release information about our work together with your written permission. However, there are certain exceptions to confidentiality. These exceptions are listed in the Colorado statutes, C.R.S. §12-245-220.

I am required to disclose information under the following circumstances:

- Situations of suspected or confirmed child abuse or neglect;
- Abuse or exploitation of an at-risk adult or elder, including imminent risk of such abuse;
- If you become gravely disabled and are at risk of serious physical harm or your health or safety are significantly endangered
- Threats of harm to others, including people identifiable by their association with a specific location or entity;
- Threats against a school or the occupants of a school;
- Threats of harm to yourself.

Please be advised that there is no time limit on the mandatory reporting of child abuse. This means that even adult clients who experienced childhood abuse (no matter how long ago) might disclose in therapy past abuse incidents that still fall under the mandatory reporting requirements. The law requires that if there is reasonable cause to know or suspect that the perpetrator has subjected any other child currently under eighteen years of age to abuse or neglect or to circumstances or conditions that would likely result in abuse or neglect and/or is in any "position of trust" with children today then past abuse disclosed by an adult client is required to be reported. If you have questions or concerns about these requirements, please discuss further with me.

In situations such as those outlined above, I may be required to take protective actions which may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If such a situation arises during our work together, I will make every attempt to discuss it fully with you before taking necessary action.

In addition, I may disclose confidential information in the course of consultation with other professionals. I will make every effort to avoid revealing your identity in the course of such consultation, and any professional with whom I consult will be legally bound to keep the information confidential. Signing this document gives me permission to consult as necessary. I may also reveal confidential information in the event of an investigation of a complaint or civil suit filed against me or if I am ordered to do so by a court of law. In addition, there may be other exceptions to confidentiality as provided by HIPAA regulations and other Federal and/or Colorado laws and regulations that may apply.

Electronic Communications

Although confidentiality extends to communications by text, email, telephone, and/or other electronic means, I cannot guarantee that those communications will be kept confidential and/or that a third-party may not access our communications. Even though I utilize reasonable security measures, there is a risk that our electronic or telephone communications may be compromised, unsecured, and/or accessed by a third-party.

Communication Between Sessions

I am often not immediately available by telephone. If you call my office and leave a voicemail or other message, I will do my best to return your call by the end of the next business day (excluding weekends and holidays). If you are unable to reach me and feel that you cannot wait for me to return your call, please contact your family physician or nearest emergency room for assistance. If I will be unavailable for an extended period, I will provide you with the name of a colleague to contact if necessary.

Emails and text messages are to be used for administrative purposes only, such as scheduling or changing appointments, billing issues, and other such issues. Please do not email or text about clinical matters; if you need to discuss a clinical matter, please call so we can discuss it on the phone or wait until your next scheduled appointment. I also offer the option of communication through a secure messaging portal; if you choose this option, you will log onto the portal to send or receive secure communications and the information will be more secure and less subject to unauthorized access.

Record-Keeping

I maintain electronic records of most services, although I do have minimal information in paper records as well. I take reasonable precautions to protect the privacy and security of any physical paper records including keeping the records in a locked file cabinet. Records are maintained and will be destroyed in accordance with state and federal laws and regulations. Currently, Colorado law requires that I maintain your records for a period of seven (7) years commencing on the date of termination of services or the date of last contact with the client, whichever is later. When the client is a child, the records must be maintained for a period of seven years commencing either upon the last day of treatment or when the child reaches 18 years of age, whichever comes later. After this time, your records will be destroyed. If you would like further information about the maintenance of your records, please ask.

I use a cloud-based service called Simple Practice for storing or backing up client records. To help maintain the security of the electronically stored information, I have entered into a HIPAA Business Associates Agreement with Simple Practice under which the company is required by federal law to protect the electronic information from unauthorized use or disclosure. I may also store and maintain client information electronically on my computers and/or mobile devices. To maintain security and protect this information, I take reasonable precautions which may include the use of firewalls, antivirus software, encryption methods, and changing passwords regularly to protect computers and devices from unauthorized access.

If you have any questions about the security measures I employ, please ask.

Social Media Policy

I do not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries.

I have, or may have, a business social media account page, but there is absolutely no requirement that you “like” or “follow” this page. If you should “like” or choose to “follow” my business social media page, you understand that others will see your name associated with “liking” or “following” that page. You also understand that this applies to any comments that you post on my page/wall. Any comments you post regarding therapeutic work between us will be deleted as soon as possible. You agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform, including online review sites and you will instead discuss any concerns or questions with me directly.

If you have any questions regarding social media, review websites, or search engines in connection to my therapeutic relationship, please contact me immediately and address those questions.

Emergency Services

I provide non-emergency therapeutic services by scheduled appointment only. If you are experiencing a true emergency and are unable to contact me by the telephone number provided, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call, or call Colorado’s Crisis Hotline at (844) 493-8255. I do not provide after-hours treatment without an appointment.

Cancellation, No-Shows, and Termination

If you cancel your appointment within 24 hours of the scheduled time or fail to show up at the appointment without notice (“no-show”), excluding emergency situations, I have the right to charge you for the full amount of the session. Please be aware that most insurance companies will not provide reimbursement for cancellation fees and you will be personally responsible for the payment of any such fees.

If you choose to discontinue therapy for more than sixty (60) days without communicating with me, your therapy will be considered terminated. If you want to resume therapy after termination, please discuss this with me. The ability to resume treatment will depend on availability and will be at my sole discretion.

I have read the preceding information, it has also been provided verbally, and I understand my rights as a client or as the client’s responsible party.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.