

Sunday Therapy LLC: Provider and Client Care Agreement

Sunday Therapy LLC

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Disclaimer: Throughout this document, Sunday Therapy LLC may also be referenced as “provider” and the client may also be referenced as “you”, “you’re” and “your”.

Informed Consent for Therapy Services

About the Provider

Morgen Simpson, MSW, LICSW (she/her/hers) is licensed under the Board of Social Work in The State of Minnesota. Morgen is the sole owner and therapist of Sunday Therapy LLC.

General Information

The therapeutic relationship is unique in that it is a highly personal and at the same time, contractual agreement. Given this, it is important to reach a clear understanding about how the relationship will work, and what can be expected. This consent will provide a clear framework for therapeutic partnership. Feel free to discuss any of this with your provider at any time.

The Therapeutic Process

You have taken a positive step by deciding to seek therapeutic care. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, overwhelm, etc. Your provider cannot promise that your behavior or circumstance will change as there are no miracle cures. Your provider can promise to support you and do their best to understand you and repeating patterns, as

well as to help you clarify what it is that you want for yourself today and in the future.

Training and Approach to Care

Provider will be providing you with Therapy Services, but you may wish to know the provider's professional background and training.

This provider is trained and/or experienced in Acceptance and Commitment Therapy (ACT), Transforming the Experience-Based Brain: Transforming Touch (TEB), Family Systems, Developmental, Cognitive, Behavioral, Cognitive-Behavioral, Attachment, Existential, Humanistic, Trauma-Informed, Transactional Analysis, Human Design, Nutrition Coaching, and Personal Training. This provider is a certified nutrition coach and personal trainer. This provider offers traditional talk therapy and somatic (body-based) therapy.

This provider's approach to care is founded on a wellness perspective including whole person care, mind-body connection, person-in-environment, and systemic influences. This provider may offer insight from training, experience, and expertise in nutrition coaching and personal training as appropriate for the client circumstances, goals of care, and treatment plan.

This provider offers a non-pathologizing, non-shaming experience in mental health care. As such, this provider is educated and professionally licensed to provide mental health diagnosis and is not reliant on this information to guide care.

This is a fee-for-service provider, there is no requirement of this provider to provide a formal mental health diagnosis as this provider does not contract with any insurance company and has no communication with insurance or third-party payors in any form at any time in your care. At your discretion, you may decide to submit for out-of-network reimbursement with your insurance provider and you are obligated to manage any and all communication with your insurance.

This provider does complete a comprehensive family of origin intensive within the first three months of initiating care. This is a detailed intake process that supplements your personal intake information completed prior to your first session and assists the provider in gaining perspective of your lived experience through early childhood development. This information offers guidance and support to personalized individual care.

This provider may also incorporate non-sexual touch as a part of therapeutic care in use of Transforming Touch (TEB) for the purpose of emotional regulation. Sexual touch of clients by therapists is unethical and illegal. This provider will ask the client

permission before touching the client, and the client has the right to decline or refuse to be touched without any fear or concern about reprisal. Touch can be very beneficial but can also unexpectedly evoke emotions. Thoughts, physical reactions or memories that may be upsetting, depressing, and evoke anger. Sharing and processing such feelings with the provider, if they arise, may be a helpful part of therapy. The client may request not to be touched at any time during therapy without needing to explain it, with no fear of punishment.

This provider is in training and professional consultation for Eye Movement Desensitization and Reprocessing (EMDR) with an EMDRIA approved consultant with anticipated completion in early December. "EMDR is a structured therapy that encourages the patient to focus briefly on the trauma memory while simultaneously experiencing bilateral stimulation (typically eye movements), which is associated with a reduction in the vividness and emotion associated with the trauma memories. Eye Movement Desensitization and Reprocessing (EMDR) therapy is an extensively researched, effective psychotherapy method proven to help people recover from trauma and PTSD symptoms." (EMDR International Association, www.emdria.org, 1995-2023)

This provider is a certified Human Design reader. As appropriate and at the provider's discretion, a human design chart reading may be conducted. This information supports the provider in gaining a perspective of your personal energy field. Human Design is a tool and resource to guide the potential of self awareness and self compassion, it does not predict nor determine anything about you and is only to be utilized as a map of the nature of your being however you choose to interpret the information presented.

Privacy Practices

Provider Promise Regarding Personal Health Information (PHI)

Sunday Therapy LLC understands that health information about you and your health care is personal. Your provider is committed to protecting health information about you. Your provider creates a record of the care and services you receive at every encounter. This record is necessary to provide you with quality care and to comply with certain legal requirements. This agreement applies to all of the records of your care generated by this provider. This agreement details the ways in which your provider may use and disclose health information about you. This provider also describes your rights to the health information on file about you and describes certain obligations the provider has regarding the use and disclosure of your health information. This provider is required by law to:

1. Make sure that PHI that identifies you is kept private as allowed by law.
2. Give you this agreement of legal duties and privacy practices with respect to health information.
3. Follow the terms of the agreement that is currently in effect.
4. Sunday Therapy LLC can change the terms of this agreement at any time, and such changes will apply to all information on record about you. The new agreement will be available upon request.

Disclosure of Health Information

The following categories describe different ways that your provider may use and disclose health information. For each category of uses or disclosures your provider will explain what is meant and try to give examples. Not every use or disclosure in a category will be listed. However, all of the ways this provider is 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 client to use or disclose the client's PHI without the client's written authorization, to carry out the health care provider's own treatment, payment or health care operations. This provider may also disclose your PHI for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if your provider were to consult with another licensed health care provider about your condition, your provider would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the provider in diagnosis and treatment of your mental health condition. Every attempt will be made to receive your explicit written or verbal authorization when able.

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 full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, this provider may disclose health information in response to a court or administrative order. This provider may also disclose health information about minor(s) or legal dependent(s) 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.

Court and Legal Proceedings: If subpoenaed to attend court or if for any reason records are requested for court proceedings or your provider is asked to testify in court, an advanced notice of 30 days minimum is required prior to the scheduled court date, unless the Court or applicable court rules require shorter time.

Additionally, a standard fee for appearance in court regardless of time spent is \$2,000.00 per day. This fee is set to compensate for professional time taken away from billable services and any associated costs with the appearance in court. Any additional time spent regarding forms or other professional services in regard to the court proceedings will be invoiced to and paid by the client at a rate of \$200.00 per hour. No documentation will be released except as provided in this document.

Uses and Disclosures that Require Your Written Authorization

Psychotherapy Notes. This provider does keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your authorization unless the use or disclosure is:

1. For provider use in treating you.
2. For provider use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
3. For provider use in defending this provider in legal proceedings instituted by you.
4. For use by the Secretary of Health and Human Services to investigate provider compliance with HIPAA.
5. Required by law and the use or disclosure is limited to the requirements of such law.
6. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
7. Required by a coroner who is performing duties authorized by law.
8. Required to help avert a serious threat to the health and safety of the client or others.

Marketing Purposes. Your provider will not use or disclose your PHI for marketing purposes. Your provider may request a voluntary anonymous testimonial from you to be utilized in marketing services and care.

Sale of PHI. Your provider will not sell your PHI under any circumstances.

Uses and Disclosures that do not Require Your Authorization

Subject to certain limitations in the law, this provider can use and disclose your PHI without your authorization for the following reasons:

1. 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.
2. 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.
3. If you threaten or attempt to commit suicide or otherwise conduct yourself in a manner in which there is a substantial risk of incurring serious bodily harm.
4. If you threaten grave bodily harm or death to another person.
5. For health oversight activities, including audits and investigations.
6. For judicial and administrative proceedings, including responding to a court or administrative order, although provider preference is to obtain an authorization from you before doing so.
7. For law enforcement purposes, including reporting crimes occurring on office premises.
8. If a court of law issues a legitimate subpoena for information stated on the subpoena.
9. If you're in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
10. To coroners or medical examiners, when such individuals are performing duties authorized by law.
11. For research purposes, including studying and comparing the mental health of clients who received one form of therapy versus those who received another form of therapy for the same condition.
12. 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.

13. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, this provider may provide your PHI in order to comply with workers' compensation laws.
14. Appointment reminders and health related benefits or services. This provider may use and disclose your PHI to contact you to remind you that you have an appointment. Your provider may also use and disclose your PHI to inform you of treatment alternatives, or other health care services or benefits that are offered. You can opt out of appointment reminders at any time in your private, secure client portal on Simple Practice.

Certain Uses and Disclosures Require You have the Opportunity to Object

1. Disclosures to family, friends, or others. This provider 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 emergency situations. Under all available circumstances, written or verbal client consent will be sought prior to any disclosure.

You Have the Following Rights with Respect to Your PHI

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask your provider not to use or disclose certain PHI for treatment, payment, or health care operations purposes. Your provider is not required to agree to your request and may say "no" if it is reasonably believed it would affect your health care.
2. 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 that you have paid for out-of-pocket in full.
3. The Right to Choose How This Provider Will Send PHI to You. You have the right to ask your provider to contact you in a specific way (for example, home or office phone) or to send mail or email to a different address, and all reasonable requests will be agreed to.

4. 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 that this provider has about you. Your provider 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 this provider may charge a reasonable, cost based fee for doing so.
5. The Right to Get a List of the Disclosures This Provider Has Made. You have the right to request a list of instances in which this provider has disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided an authorization. This provider will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list this provider will give you will include disclosures made in the last seven years unless you request a shorter time.
6. The Right to Correct or Update Your PHI. If you believe that 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 your provider correct the existing information or add the missing information. Your provider may say “no” to your request, but will tell you why in writing within 60 days of receiving your request.
7. The Right to Get a Paper or Electronic Copy of this Agreement. You have the right to get a paper copy of this agreement, and you have the right to get a copy of this agreement by email. And, even if you have agreed to receive this agreement via email, you also have the right to request a paper copy of it.

Uses and Disclosures in Couple’s Therapy

If you are here to work on a relationship problem, it’s important for you to understand your provider’s beliefs about relationships and marriage.

First of all, your provider does not have preconceived notions about whether you should stay together or part ways. Your provider believes it is important to explore such questions openly, honestly, and thoroughly. Once your goals are established, your provider will work diligently to support you in achieving them, whatever they may be. Second, you are entrusting this provider to use professional judgment as it relates to individual confidences.

By signing this form, you are acknowledging that anything you communicate with this provider individually in person or in individual therapy (if established), by phone, email,

text, or any other means may be important to bring up and work on in a couple's therapy session, and this provider reserves the right (but not the obligation) to do so.

Other Considerations

Occasionally your provider may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name or PHI.

If you and your provider see each other unintentionally outside of the therapy office, your provider will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to your provider and your provider does not wish to jeopardize your privacy in any way. However, if you acknowledge your provider first, your provider will be more than happy to speak briefly with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office in protection of personal and professional boundaries.

Acknowledgement of Receipt of Privacy Practices

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. **By signing this document, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.**

Practice Policies and Standards of Professional Conduct

Scheduling and Cancellation Policy

Your initial session will be 90-minutes in length. The standard session time for all consecutive therapy services will be either 50 or 80 minutes. It is up to you, however, to determine the length of time of your sessions in partnership with your provider. A request to change the session time needs to be discussed with the provider in order for time to be scheduled in advance. Your provider will make every effort to accommodate your request and reserves the right to decline your request within 48-hours of the scheduled session.

Your provider requires a 48-hour cancellation or reschedule notice. You will be responsible for the entire service fee if cancellation is less than 48 hours following the first occurrence. This is necessary because a time commitment is made to you and is

held exclusively for you. If you are late for a session, you may lose some of that session time.

A \$50.00 service charge or the maximum amount allowed by law, whichever is less, will be charged for any checks returned for any reason for special handling.

Telephone Accessibility

If you need to contact this provider between sessions, please leave a message on the provider's voicemail or send a brief text message. If possible, text messages are to be reserved for scheduling inquiries and adjustments only. Your provider is often not immediately available; however, your provider will attempt to return your outreach within 48 hours. If an emergency situation arises, please call 911 or seek help in the nearest local emergency room.

Social Media and Telecommunication

Due to the importance of your confidentiality and the importance of minimizing dual relationships, your provider will not accept friend or contact requests from current or former clients on any personal social networking site/platform (Facebook, Instagram, LinkedIn, etc). Your provider believes that adding clients as friends or contacts on these personal social media sites can compromise your confidentiality and respective privacy. It may also blur the boundaries of the therapeutic relationship. If you have questions about this, please bring them up when meeting with your provider.

Sunday Therapy LLC does maintain a public-facing business account for marketing and social networking on Instagram (account name: therapy.at.sunday). It is at your own choosing and personal discretion to follow this public account affiliated with this provider. Following this account may compromise your confidentiality and respective privacy as your choice to follow will be visible to the public. Under no circumstances will personal health information of any sort be disclosed on this public-facing platform. If you choose to interact with this public-facing account in any form (actively following, utilizing features like comment, share, or bookmark, etc.) you do so at your own risk and personal discretion. This provider will not participate in client messaging of any sort on this or any other social media site.

Electronic Communication

This provider cannot ensure the confidentiality of any form of communication through electronic media, including telephone, text messages, email, internet, social platforms, or facsimile machines. If you prefer to communicate via telephone, text message or email for issues regarding scheduling or cancellations, your provider will do so. While this provider may try to return communications in a timely manner, there is no guarantee of immediate response and this provider requests that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. If an emergency situation arises, please call 911 or seek immediate assistance at any local emergency room.

Minors

Sunday Therapy LLC does not conduct services with minors. Should an unavoidable interaction or concern arise that pertains to or includes a minor(s), the parents or legal guardian(s) of said minor may be legally entitled to some information about your therapy. Your provider will discuss with you what information is appropriate for them to receive and if there are issues that are allowed by law to be kept confidential.

Termination of Care

Ending any relationship can be difficult, this includes the therapeutic relationship. Therefore, it is important to have a termination process in order to achieve some closure. Both provider and client may terminate the relationship. The appropriate notice for termination depends on the length and intensity of the treatment. This provider may terminate treatment if you are in default on payment or for any reason the provider deems appropriate. This provider will attempt to discuss the reasons and purpose of terminating the relationship prior to terminating, but is not under any obligation to do so. If therapy is terminated for any reason and you request another therapist, your provider will provide you with a list of qualified professionals to treat you. You may also choose someone on your own or from another referral source.

Should you fail to communicate or schedule an appointment for eight (8) consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, this provider must consider the professional relationship discontinued.

Telehealth Services

Telehealth by Simple Practice is the technology service used to conduct telehealth video conferencing appointments with Sunday Therapy LLC. It is simple to use and there are no passwords required to log in. By signing this document, you acknowledge:

1. Telehealth by Simple Practice is NOT an Emergency Service and in the event of an emergency, you will use a phone to call 911.
2. Though my provider and I may be in direct, virtual contact through the Telehealth Service, neither SimplePractice nor the Telehealth Service provides any medical or health care services or advice including, but not limited to, emergency or urgent medical services.
3. The Telehealth by SimplePractice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.
4. You do not assume that this provider has access to any or all of the technical information in the Telehealth by SimplePractice Service – or that such information is current, accurate or up-to-date. You will not rely on the provider to have any of this information in the Telehealth by SimplePractice Service.
5. To maintain confidentiality, you will not share the telehealth appointment link with anyone unauthorized to attend the appointment.

Consent for Telehealth Consultation

1. You understand that the provider may wish to engage in a telehealth consultation at any time in your care.
2. The provider explained to you how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client visit due to the fact that you will not be in the same room as the provider.
3. You understand that a telehealth consultation has potential benefits including easier access to care and the convenience of meeting from a location of your choosing.
4. You understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. You understand that the provider or you can discontinue the telehealth visit if it is felt that the videoconferencing connections are not adequate for the situation.
5. You have had a direct conversation with the provider, during which you had the opportunity to ask questions. Your questions have been answered and the risks, benefits and any practical alternatives have been discussed with you in a language in which you understand.

Good Faith Estimate

Cost Details of Services for Sunday Therapy LLC

Individual Therapy | Initial Session 90 Minutes (\$200.00)
Individual Therapy | Follow-Up Session 50 Minutes (\$150.00)
Individual Therapy | Follow-Up Session 80 Minutes (\$175.00)
Individual Therapy | After Hours Session 50 Minutes (\$175.00)
Individual Therapy | After Hours Session 80 Minutes (\$200.00)
Couple's Therapy | Initial Session 90 Minutes (\$200.00)
Couple's Therapy | Follow-Up Session 50 Minutes (\$150.00)
Couple's Therapy | Follow-Up Session 80 Minutes (\$175.00)
Couple's Therapy | After Hours Session 50 Minutes (\$175.00)
Couple's Therapy | After Hours Session 80 Minutes (\$200.00)
Late Cancellation or Reschedule (under 48-hrs) or No Show will result in full session fee as listed above beyond the first occurrence.

Total expected charges from Sunday Therapy LLC as listed above will be invoiced to the client immediately following scheduled sessions in accordance with service provided. Late cancellations and no show appointments will also be billed the total cost of each missed service at the full price. All business policies are provided to the client at intake detailed in this agreement.

Disclaimer

This Good Faith Estimate shows the cost of services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created and does not include any unknown or unexpected costs that may arise during treatment. All costs listed are subject to change at the provider's discretion, to the best of their ability your provider will provide advance notice should a change in rates apply to your care. Your provider completes an annual review of service rates and reserves the right to adjust rates based on professional discretion at any time. *On an annual basis with the calendar year, your provider reserves the right to a 10% increase in service rates year over year at their professional discretion without prior client notice.*

If you are billed for more than this Good Faith Estimate and determine that you were not provided advanced notice of adjustment to service rates, you have the right to dispute the bill.

Throughout your treatment, the provider may recommend additional items or services as part of your care.

If your needs change during treatment, your provider should supply a new, updated Good Faith Estimate to reflect the changes to treatment, and the accompanying cost changes.

You may contact the provider to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate.

The Good Faith Estimate is not a contract between provider and client and does not obligate or require the client to obtain any of the listed services from the provider.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original invoice.

There is a \$25 fee to use the dispute process. If the provider reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the provider disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.

To learn more and get a form to start the process, go to www.cms.gov/nosurprises or call HHS at (800) 985-3059.

For questions or more information about your right to a Good Faith Estimate or the dispute process, visit www.cms.gov/nosurprises or call (800) 985-3059.

Keep a copy of this Good Faith Estimate in a safe place or take pictures of it. You may need it if you are billed a higher amount.

By completing this form, you certify:

- 1. That you have read or had this form read and/or had this form explained to you.**
- 2. That you fully understand its contents including the risks and benefits.**
- 3. That you have been given ample opportunity to ask questions and that any questions have been answered to your satisfaction.**

**WITH YOUR SIGNATURE, YOU ARE AGREEING THAT YOU HAVE READ,
UNDERSTAND AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.**

- 1. Informed Consent for Therapy Services**
- 2. Privacy Policy**
- 3. Practice Policies and Standards of Professional Conduct**
- 4. Telehealth Services**
- 5. Good Faith Estimate**

Sunday Therapy LLC