



**PRICKLY PEAR  
COUNSELING LLC**

Prickly Pear Counseling LLC  
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## **Welcome to Prickly Pear Counseling LLC**

Thank you for taking the time to review the practice policies. These guidelines are designed to ensure a safe, respectful, and effective therapeutic environment for all clients. By understanding and agreeing to these policies, you are taking an important step toward a successful therapy experience.

I encourage you to read through the policies carefully. If you have any questions or need further clarification on any of the details, please don't hesitate to reach out. I am here to support you and ensure that you feel comfortable and informed as we begin our work together.

I look forward to our journey ahead and am committed to providing you with the highest level of care.

## **PRACTICE POLICIES**

### **STATEMENT ON TERMINOLOGY AND OTHER CONSIDERATIONS**

In this document, specific terms related to the therapist, practice, and practice of mental health services may be used interchangeably to ensure clarity and inclusivity for a diverse audience. For instance, the terms "counseling" and "therapy" are often used interchangeably to refer to the type of professional mental health treatment called Psychotherapy, which is the process of supporting individuals in addressing emotional, psychological, and behavioral challenges through a variety of evidence

based therapeutic modalities. Similarly, "therapist" and "counselor" will be used to describe the individual who is licensed and trained to provide these services.

The office location that is referred to, not only represents the actual therapy room that is designated for Prickly Pear Counseling LLC, but also includes the office space as a whole, which shared with the Arizona Pediatric Assessment Center.

This document is written from the perspective of Katie Tufi, LCSW, who is a Licensed Clinical Social Worker, licensed under the Arizona Board of Behavioral Health Examiners. Katie is the practicing therapist and owner of Prickly Pear Counseling LLC and will be providing your care.

This document was written in a style that is intended to help communicate directly with you, the client, or the parent/guardian of a minor client. Pronouns such as "I", "you", and "we" are used throughout to foster a collaborative and supportive tone.

Prickly Pear Counseling LLC acknowledges the diversity of practices and professional titles within the mental health field and aim to use language that reflects this variety without implying a difference in the quality or nature of the services provided. Any specific distinctions between terms will be clearly noted when relevant to the context.

These policies were written in accordance to the laws and regulations of the State of Arizona, the Arizona Board of Behavioral Health Examiners, and abiding by the NASW Code of Ethics.

If you have difficulty understanding any part of this document, please reach out to me for help.

## **APPOINTMENTS AND CANCELLATION POLICIES**

### **• THE INITIAL CONSULTATION**

The initial consultation, also known as the intake session, will last approximately 60 to 90 minutes. During this session, we will discuss your reasons for seeking treatment and gather essential background information about you. We will also review policies, fees, and scheduling. To the extent possible, I will offer my initial impressions of what our work together may involve. It is important that you evaluate this information alongside your own feelings to determine whether you feel comfortable working with me.

Please be advised that a parent/guardian must be present for the intake in order to proceed.

- **COUNSELING SESSIONS**

The frequency of counseling sessions will be determined by the severity of your presenting symptoms, your treatment goals, and the agreed-upon treatment plan. Sessions are typically scheduled 2 to 4 times per month and may be reduced in frequency as you progress in treatment. Each session hour is reserved specifically for you, consisting of approximately 50 minutes of psychotherapy and 5 to 10 minutes for administrative tasks such as note-taking, scheduling, and insurance claim submissions. If you would like to discuss changes to the duration of your appointments, please feel free to bring this up with me.

Psychotherapy (counseling/therapy) can offer both benefits and risks. Engaging in therapy often involves exploring and discussing challenging or unpleasant aspects of your life, which may lead to uncomfortable emotions such as frustration, sadness, guilt, anger, loneliness, or helplessness. However, psychotherapy has been proven to have the ability to help you identify, understand, and change unhealthy or maladaptive thoughts and behaviors. As a result, you may experience reduced overall distress, develop more effective problem-solving strategies, and cultivate more fulfilling interpersonal relationships.

Choosing the right therapist is a significant decision, as therapy requires a substantial use of time, resources, and energy. I encourage you to be thoughtful in selecting a therapist who is the right fit for you. If you have any questions or doubts about beginning therapy at this time, or specifically about working with me, please feel free to discuss your concerns with me. I am more than happy to assist you in arranging a consultation with another mental health professional for a second opinion if needed

- **FEES FOR SERVICES**

Prickly Pear Counseling LLC has established the following rates for services:

- **Psychotherapy Intake (90791): \$175**
- **55-Minute Psychotherapy Session (90837): \$150**
- **40-Minute Psychotherapy Session (90834): \$100**
- **30-Minute Psychotherapy Session (90832): \$75**

Consultations, including phone coaching and participation in IEP or planning meetings, will be charged at \$50 per 30 minutes. These services cannot be billed through insurance. Payments for appointments that have occurred through Headway will be processed through Headway via debit or credit card, or ACH transfer. Payments for appointments that have occurred through TherapyNotes will be processed through Card Connect, the payment processing system for TherapyNotes, via debit or credit card, or ACH transfer.

These fees are subject to change based on current market rates. Any changes to fees will be communicated to clients with at least 60 days' notice.

Payments will be processed through Headway or TherapyNotes after each session by charging the card on file. Payment is due in full at the start of your appointment. If you are unable to pay for the session, it will need to be cancelled, but you will not be charged the late cancellation fee. If encounter any difficulties with paying for treatment, please inform me so we can create a plan that works for you. This may involve reducing the frequency of sessions, referring you to another provider, or exploring other options (group therapy) that fit your budget.

Please note that I will be unable to continue scheduling sessions if your account has an unpaid balance. Sessions will be able to resume once the balance is paid in full.

- **PRIVATE PAY and GOOD FAITH ESTIMATE**

You may be aware of the No Surprises Billing Act, a new law that grants individuals receiving medical or mental health care, who are not billing insurance, to have the right to receive a Good Faith Estimate (GFE) of the costs before services are provided. Prickly Pear Counseling LLC is committed to transparency, ensuring you are fully informed about therapy costs, so there are no surprises.

Under this law, you have the right to receive a GFE in writing. The GFE will be provided at the start of treatment and again at the start of the calendar year. The GFE will estimate the cost of therapy over the next 12 months based on your anticipated session frequency. You may request an additional GFE at any time; simply let me know verbally or in writing if you would like one for your future services.

By signing these practice policies, you acknowledge that you are aware of the insurances Prickly Pear Counseling LLC is in-network with. If your insurance is not listed, you agree to be seen as a private pay client, meaning your insurance will not be billed.

If you agree to be seen as a private pay client, you are entitled to receive a Super-Bill, a detailed statement that you can submit to your insurance for potential reimbursement for treatment, using your out of network benefits. Please note that Prickly Pear Counseling LLC does not submit Super-Bills on your behalf and cannot guarantee reimbursement.

By signing these policies, you understand that the services provided may be available to you at a lower cost from a provider who participates in your insurance plan. If you would like assistance with referrals to other providers in the community, please let me know.

- **CANCELLATIONS AND NO SHOWS**

Appointments must be canceled at least 24 hours in advance to avoid a late cancellation/no-show fee. A late cancellation is any cancellation made less than 24 hours before the scheduled appointment time. Cancellations can be made via phone, email, or secure patient portal messaging, including on non-business days. A no-show is defined as a missed appointment without prior notice.

If an appointment is canceled late or you fail to attend without notice, you will be responsible for a \$100 fee. Exceptions to this policy include a one-time fee forgiveness per calendar year and fee waivers for circumstances that are genuinely beyond your control, such as illness or emergencies. Fee waivers are considered on a case-by-case basis.

If you are unable to attend a session in person, we encourage you to switch the meeting to a virtual/telehealth appointment rather than canceling. The appointment time is reserved specifically for you, and frequent cancellations, late cancellations, and no-shows can hinder your progress, take away available slots from other clients, and create logistical and financial challenges for the practice.

In the event of a true emergency, I don't expect you to contact me right away. However, if you're able, I ask that you notify the practice as soon as possible, ideally

on the same day. If you are unable to contact me yourself, please have someone reach out to leave a message on your behalf. If I don't hear from you by the end of the business day, I will have to assume that the appointment is a no-show and it will be subject to the no-show fee.

If circumstances have prevented you, or someone on your behalf, from contacting the practice to inform me about the emergency and you believe that you are eligible for a fee waiver, but you have already been charged, please inform me as soon as you are able. Upon confirmation of the emergency situation, I will process a refund for the no-show fee.

In the event of a late cancellation or no-show, we will discuss strategies to prevent future occurrences. If you miss three appointments in the same calendar year without proper notice, we will need to discuss the possibility of terminating your treatment at Prickly Pear Counseling LLC. My goal is to support your success in therapy, and these policies are designed to protect both the practice and your therapeutic journey, as well as remain in alignment with ethical and best practice standards.

Please note that the cancellation/no-show fee is an out-of-pocket cost and cannot be billed to insurance. We appreciate your understanding and cooperation.

- **LATE POLICY**

If you arrive late for a scheduled appointment, we'll use the remaining time of the 55-minute session. If I'm running late, you will still receive the full 55 minutes.

To ensure you get the most out of your session, please note that arriving more than 20 minutes late without notice can impact the effectiveness of our time together. In such cases, I won't be able to see you, the appointment will be considered a no-show, and will be subject to the no-show fee.

Please note that these policies are established for several important reasons. This policy not only helps protect the practice and maintain appointment availability for waiting clients, but it also serves a therapeutic purpose. By holding clients accountable to their appointment times, therapists are able to reinforce essential executive functioning skills such as time management, responsibility, and commitment—skills that are vital for personal growth and overall well-being. I appreciate your understanding and dedication to making the most of our sessions.

- **ILLNESS**

To ensure the safety and well-being of all clients and staff in the office, it is requested that you do not attend in-person appointments if you, your child (client), or anyone else attending the appointment with you are experiencing symptoms of illness or have been diagnosed with a contagious condition. This includes, but is not limited to, symptoms such as fever, cough, sore throat, rash, nausea and other gastrointestinal distress, or other signs of illness.

If you are feeling unwell but still wish to meet for your session, you will have the option to reschedule your appointment or switch to a telehealth session. Please notify the practice as soon as possible so we can make the necessary arrangements.

If you or your child (client) are in recovery for a contagious condition such as Covid-19, it is required that you do not return to the office for in-person sessions until it has been at least 5 days since diagnosis and you are symptom free. We also ask that you inform the practice if you have had a contagious illness within 10 days of your appointment, so that staff has the option of taking protective steps like using protective face coverings during in-person appointments.

Please note that canceling due to illness is will not incur the late cancellation fee. Thank you for your cooperation in helping us maintain a safe and healthy environment for everyone.

## **CONTACTING ME, AVAILABILITY, AND AFTER-HOURS EMERGENCIES POLICY**

If you are experiencing a true emergency, such as having suicidal thoughts, homicidal thoughts, or another mental health crisis, please call 911 or go to your nearest emergency room immediately. If you are able to tolerate possible wait times, please contact the national crisis lifeline: 988 or local crisis hotline (602) 222-9444. For a complete list of crisis phone numbers, see [pricklypearcounseling.org](http://pricklypearcounseling.org). Please be advised that Prickly Pear Counseling LLC is NOT a crisis facility and is not equipped to respond to such events.

If you need to contact me between sessions, for scheduling, have questions, or want to share an update, you can leave a message on the practice's general voicemail, email me, or send a message through the patient portal. Please note that I am often not

immediately available, but I will attempt to return your message within 48 business hours. I will make every effort to inform you in advance of any planned absences and provide you with the contact information of the mental health professional covering my practice during that time. If I need to cancel an appointment at the last minute, I will reach out as soon as possible to reschedule.

Please be aware that I cannot ensure the full confidentiality of phone or email correspondence, and I strongly encourage you to limit voicemails and email communication to appointment scheduling. It is recommended that you avoid sharing personal or confidential information through voicemail or email. The patient portal messaging option is a preferred and more secure alternative for sharing personal health information.

If I determine that the issues being discussed via phone, email, or patient portal warrant a therapy session, I will redirect you to continue the conversation in a scheduled session instead.

## **SOCIAL MEDIA AND TELECOMMUNICATION POLICY**

The content shared on all Prickly Pear Counseling LLC (PPC) social media accounts is not a replacement for counseling, psychotherapy, nor is it intended to serve as professional advice. The posts on PPC's social media are designed solely for general information, education, and marketing purposes. PPC social media accounts are managed and moderated by PPC staff.

PPC staff will not "friend" or "follow" current or former clients on social media, nor will they reply to comments or direct messages (DMs). Additionally, PPC social media accounts are not intended as a request for testimonials, ratings, or endorsements. Please note that "liking" or commenting on a post may jeopardize your confidentiality if you are a current or former client. PPC is not responsible for the content of comments or material posted by individuals not employed by PPC.

To protect your confidentiality and minimize dual relationships, PPC staff and social media accounts do not accept friend or contact requests from current or former clients on any social or professional networking platforms (e.g., Facebook, LinkedIn). Adding clients as friends or contacts on these sites could compromise your confidentiality and privacy, and may blur the boundaries of our therapeutic relationship.



## ELECTRONIC COMMUNICATION POLICY

Prickly Pear Counseling LLC cannot guarantee the confidentiality of any form of communication through electronic media. If you prefer to use phone or email for issues related to scheduling or cancellations, I will accommodate this preference. However, please note that I may not be able to respond immediately and ask that you do not use these methods to discuss therapeutic content or request assistance in emergencies.

Services provided by electronic means, including but not limited to telephone communication, the internet, facsimile machines, and email, are considered telemedicine. Telemedicine broadly refers to the use of information technology to deliver medical services and information from one location to another. If you and I choose to utilize information technology for some or all of your treatment, it's important to understand the following:

1. **Consent:** You retain the option to withhold or withdraw consent at any time without affecting your right to future care or treatment or risking the loss of any program benefits to which you are otherwise entitled.
2. **Confidentiality:** All existing confidentiality protections apply equally to telemedicine.
3. **Access to Information:** You have the right to access all medical information transmitted during a telemedicine consultation. Copies of this information are available.
4. **Consent for Dissemination:** Dissemination of any of your identifiable images or information from the telemedicine interaction will not occur without your explicit consent. Your image will not be recorded without your knowledge and consent. This consent statement refers to images that may be included in your treatment record by uploading ID cards, or if you choose to share photos via email that pertain to your care.
5. **Risks and Benefits:** There are potential risks, consequences, and benefits associated with telemedicine. Potential benefits include improved communication capabilities, convenient access to therapy, better continuity of care, and reduced lost work or school time and travel costs. Effective therapy

often relies on the therapist gathering a multitude of observations, information, and experiences about the client, typically within a session or a series of sessions. These can include not only direct verbal or auditory communication, written reports, and third-party consultations but also direct visual and olfactory observations. When using information technology in therapy, potential risks include the therapist's inability to make certain visual and olfactory observations that may be clinically or therapeutically relevant. These include your physical condition, gait and motor coordination, posture, any noteworthy mannerisms or gestures, physical or medical conditions (such as bruises or injuries), basic grooming and hygiene (including appropriateness of dress), eye contact (and any changes in previously mentioned factors), chronological and apparent age, ethnicity, facial and body language, and congruence of language with facial or bodily expression. As a result, there may be consequences, such as the therapist missing important information that might not be verbally communicated or recognized as significant by the client.

## **RECORDING POLICY**

Prickly Pear Counseling LLC does not audio or video record sessions, consultations, or phone conversations to ensure your privacy and maintain trust within the therapeutic relationship. If audio or video recording is needed for documentation, training, or supervision purposes, you will be informed in advance, provided with a written consent form to sign, and given the opportunity to decline the request or retract permission at any time.

Prickly Pear Counseling LLC respectfully requests that clients also refrain from audio or video recording any interactions between the client, parent/guardian, and staff. If it is discovered that audio or video recording is occurring without the explicit acknowledgment and consent of all parties involved, the therapist has the right to end the interaction immediately and may determine that it is necessary to terminate services.

Audio or Video recordings are often used by parents/guardians to share examples of symptoms, and/or behaviors that their child is displaying. While I understand why this might occur, I don't recommend recording your child without their knowledge and I will not view recordings without their permission.

## INSURANCE AND REIMBURSEMENT POLICY

To set realistic treatment goals and priorities, it's important to evaluate the resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will provide any support I can to help you receive the benefits to which you are entitled; however, please note that you (not your insurance company) are responsible for the full payment of my fees. It is crucial that you understand exactly what mental health services your insurance policy covers. I recommend carefully reading the section in your insurance policy that describes mental health services. If you have any questions about your coverage, please contact your plan administrator.

You should also be aware that most insurance companies require me to provide them with a clinical diagnosis. In some cases, I may also need to provide additional clinical information, such as treatment plans, progress notes or summaries, or, in rare cases, copies of your entire clinical record. This information becomes part of the insurance company's files. While all insurance companies claim to keep such information confidential, I have no control over how they handle it once it is in their possession.

I will notify you if your records are requested or audited by your insurance company. Additionally, upon request, I will provide you with a copy of any records submitted to your insurance company. By choosing to use your insurance, you understand and authorize me to release such information to your insurance company, though I will strive to limit the information to the minimum necessary.

Once we have all the information about your insurance coverage, we will discuss what can realistically be accomplished with the benefits available and what steps we can take if your benefits run out before you feel ready to end our sessions. It's important to remember that you always have the option to pay for my services out-of-pocket to avoid the potential issues described above, unless prohibited by the insurance contract.

## MEDICARE/MEDICAID POLICY

Prickly Pear Counseling LLC is not enrolled with Medicare/Medicaid and has no affiliation with any Medicare/Medicaid insurance or supplement plan. As a result, Prickly Pear Counseling LLC will not submit claims for reimbursement to Medicare/Medicaid on your behalf. Additionally, you may not submit claims yourself to

Medicare/Medicaid for reimbursement of services provided by Prickly Pear Counseling LLC.

## **CONFIDENTIALITY (ADULT CLIENTS) POLICY**

In general, the privacy of all communication between a client and therapist is protected by law, and I can only release information about our work to others with your written permission. However, there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in certain legal situations, a judge may order my testimony if they determine it is required, and I must comply with that court order.

There are also situations where I am legally obligated to take action to protect others from harm, even if it means disclosing some information about a client's treatment. For example, if I believe that a child, elderly person, or disabled person is being abused or has been abused, I am required to report this to the appropriate state agency. Similarly, if I believe that a client is threatening serious bodily harm to another person, I am required to take protective actions, which may include notifying the potential victim, contacting the police, or recommending hospitalization for the client. If a client threatens serious bodily harm themselves, I may be obligated to seek emergency services, recommend hospitalization, or contact their emergency contact or others who can help provide protection.

If situation like this arises during our work together, I will make every effort to discuss it with you fully before taking any action. However, please be advised that there are some circumstances that can occur, where discussing concerns with you first, could put you or others in more danger and I will not be able to address this with you prior to taking action.

Additionally, I may occasionally find it helpful to consult with other professionals about a case. During such consultations, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. Typically, I will not inform you about these consultations unless I believe it is important to our work together.

## CONSENT TO TREAT MINORS AND PRACTICE POLICIES FOR MINORS

*\* This section will refer to parents and guardians of the minor (under the age of 18) client for whom services are being sought. If you are not a minor, or the parent/guardian of the minor client, please disregard this section.*

- **Parent/Guardian Authorization for Minor's Mental Health Treatment**

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody, with intact medical decision-making rights. If you are separated or divorced from the other parent of your child, please notify me immediately. I will require a copy of the most recent custody decree that establishes the custody rights of both parents or otherwise demonstrates your authority to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that I am meeting with your child, and I will require their signature on this document before proceeding. I believe it is important for all parents to be informed about their child receiving mental health evaluation or treatment, so they can be involved in the decision-making process. Exceptions will not be made unless there are truly extraordinary circumstances (e.g., the parent/guardian is deceased, their whereabouts are unknown, they are incarcerated and cannot be reasonably contacted, etc.). If these exceptional circumstances change and the previously uninvolved parent/guardian becomes available to give consent, I will require their consent for treatment to continue.

If you have adopted your child, I will require documentation confirming that the adoption has been finalized before beginning treatment.

Please be advised that step-parents, non-adoptive parents, grandparents, or other non-guardian adults who may play a parental role in the child's life cannot consent to treatment of a minor. Additionally, they cannot receive information about enrollment, treatment or participate in any form of treatment without the explicit written permission of all parents/guardians.

One potential challenge in child therapy is the possibility of disagreements among parents/guardians, or between parents/guardians and the therapist, regarding the

child's treatment. If such disagreements arise, I will strive to listen carefully to understand your perspectives and will fully explain my own. We can work to resolve these disagreements or agree to disagree, provided this does not hinder your child's therapeutic progress. Ultimately, parents/guardians have the authority to decide whether therapy will continue. If either parent/guardian decides that therapy should end, I must honor that decision. In such cases, I will typically request the opportunity to have a closing session with your child to appropriately conclude the therapeutic relationship.

- **Individual Parent/Guardian Communications with Me**

In the course of treating a child client, I may meet with the child's parents/guardians either separately or together. Please be aware that at all times, my client is your child—not the parents/guardians, siblings, or any other family members and as such, my primary focus will be on the child client's needs. If I meet or interact with you or others during your child's treatment, notes from that meeting and/or interaction will be documented in your child's treatment record. Additionally, all emails, messages, and phone calls related to your child's treatment will be recorded in their treatment record.

Please note that these records will be accessible to any person or entity with legal access to your child's treatment record. I cannot share your child's treatment record or any other information regarding your child with step-parents, grandparents, or any other family member or friend without written consent from all parents/guardians. Similarly, I cannot include any other individuals in treatment without written consent from all parents/guardians. Reasonable exceptions can be made in regard to young siblings (under the age of 7) who may need to accompany the child client to treatment and are unable to remain unsupervised for the duration of the session. If this is determined, I will make every effort to make a plan with your child to determine what topics can and cannot be discussed while other family members may be present.

- **Mandatory Disclosures of Treatment Information**

As a therapist, I am considered a Mandated Reporter. In certain situations, I am legally required and/or obligated by the guidelines of my profession to disclose information, regardless of whether I have your or your child's permission. Please be aware that it is against the law to disregard my responsibilities as a mandated reporter, and I will only

break confidentiality in good faith and in compliance with these legal obligations. Below are some situations where confidentiality cannot be maintained:

1. **Imminent Self-Harm:** If a child client informs me that they plan to cause serious harm or death to themselves, and I believe they have the intent and ability to carry out this threat in the near future, I must take steps to inform a parent, guardian, or others about what the child has disclosed and how serious I believe the threat to be in order to try to prevent such harm. This may include informing emergency services, crisis team, or recommending hospitalization.
2. **Imminent Harm to Others:** If a child client tells me they plan to cause serious harm or death to someone else, and I believe they have the intent and ability to carry out this threat in the near future, I must inform a parent, guardian, or others. I may also be required to inform the person who is the target of the threatened harm and the police.
3. **Risk of Harm Without Intent:** If a child client is engaging in behaviors that could cause serious harm to themselves or someone else, even if they do not intend to harm anyone, I will use my professional judgment to determine whether a parent or guardian should be informed.
4. **Suspected Abuse or Neglect:** If a child client tells me, or if I otherwise learn, that it appears they are being neglected or abused (physically, sexually, or emotionally) or that they have been neglected or abused in the past, I am required by law to report the suspected abuse to the appropriate state child-protective agency. If the child client tells me or if I otherwise learn, that they have been sexually assaulted by someone who does not live with them, I am required to contact the police.
5. **Court Orders:** If I am ordered by a court to disclose information, I must comply with the order.
6. **Suspected Abuse or Neglect of Another Child:** If a child client and/or parent/guardian informs me that another child known to your child or family is being neglected or abused (physically, sexually, or emotionally), or has been neglected or abused in the past, I am required by law to report the suspected neglect or abuse of that child to the appropriate state child-protective agency. In the rare case, this may involve sharing details of the abuse or neglect that could possibly identify your child or your family. If this situation arises, I will inform you first to

that a report needs to be made, and will give you the option of signing a release to share your or your child's identifying information with the state child-protective agency. Otherwise, I will make every effort to keep your information anonymous while making the report to the state child-protective agency.

7. **Age of Consent Concerns:** If a child client discloses, or if I otherwise learn, that they are engaging in sexual activity with an individual who is 18 or older, or with someone outside of the legal age differential, even if the child client believes the sexual relationship is consensual, I may be required by law to report this to the appropriate legal authorities.

If situation like this arises during our work together, I will make every effort to discuss it with you fully before taking any action. However, please be advised that there are some circumstances that can occur, where discussing concerns with you first, could put you or others in more danger and I will not be able to address this with you prior to taking action.

Additionally, I may occasionally find it helpful to consult with other professionals about a case. During such consultations, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. Typically, I will not inform you about these consultations unless I believe it is important to our work together.

- **Disclosure of Minor's Treatment Information to Parents/Guardians**

Therapy is most effective when a trusting relationship exists between the therapist and the client. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's agreement. This may include activities and behavior that you would not approve of – or might be upset by – but that do not put your child or others at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether your child is in



serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you.

**Example:** If your child tells me that they have tried alcohol at a few parties, I would keep this information confidential. If your child tells me that they are drinking and driving or is a passenger in a car with a driver who is drunk, I would not keep this information confidential from you.

You and/or your child can always ask me questions about the types of information I would disclose. You can ask in the form of “hypothetical situations,” such as: “If a child told you that they were doing \_\_\_\_\_, would you have to break confidentiality?” And while I prefer open dialogue about safety, this option is intended to help you make an informed decision about disclosure.

Even though we are agreeing to keep your child’s treatment information confidential from you, I may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so.

When meeting with you, please be aware that I may sometimes describe your child’s problems in general terms, without using specifics, in order to help you know how to be more helpful to your child, while still respecting their privacy.

My preference is to involve parents/guardians in therapy as much as possible. While it may appear that these policies create a loss of transparency, they follow best practice standards and only have the intention of creating a safe space for your child to work on their goals, while reducing possible concerns or worries about how the topics discussed in therapy, might impact their relationships with others. This not only allows for more effective treatment, but also carries the potential to create stronger and closer relationships between child and parent/guardian.

- **Disclosure of Minor’s Treatment Records to Parents/Guardians**

Although Arizona laws may grant parents the right to access written records of their child’s treatment, by signing this agreement, you acknowledge and agree that your child or teen should have a “zone of privacy” in their sessions with me. You agree not to request access to your child’s written treatment records unless it is absolutely necessary.

Parents/guardians may request records by completing a release of information and records request. In lieu of providing full records, update reports may be offered to maintain the therapeutic rapport. I highly encourage parents/guardians to discuss their child's progress with me directly and to consider the risks and benefits of accessing records before making a formal request.

If records or update reports are still needed, you are entitled to them and will be provided. Please review the recommendations about reviewing records that are outlined in the Professional Records Policy. I will also discuss the records request with your child, if appropriate, based on their age and understanding.

- **Parent/Guardian Agreement Not to Involve Prickly Pear Counseling LLC in Custody Litigation**

When a family is in conflict, especially due to parental separation or divorce, it can be very challenging for everyone involved, particularly for children. While my primary responsibility is to your child, I may assist in addressing conflicts between parents as it pertains to parenting skills, consistency in supporting skills learned in therapy, and other topics that directly connected to your child's treatment. Please be advised that my role is strictly limited to providing treatment to your child.

By signing this agreement, you agree that in any child custody or visitation legal proceedings, neither parent/guardian will seek to subpoena or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion on parental/guardian fitness or custody/visitation arrangements. Prickly Pear Counseling LLC does NOT provide custody recommendations or legal advice regarding custody in any form.

Please be aware that your agreement may not prevent a judge from requiring my testimony. However, I will not testify unless legally compelled. If I am required to testify, I am ethically bound NOT to provide my opinion on either parent's or guardian's custody, visitation suitability, or fitness to parent. My testimony, if required, will be limited to the documentation contained in the client's treatment record.

If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide documented treatment records as needed, ONLY if appropriate releases are signed or a court order is provided. However, I will NOT make any

recommendations regarding custody, visitation, placement, school choice, or relocation decisions. Treatment recommendations are discussed between the client, parents/guardians, and therapist and can be found in the treatment record.

Furthermore, if I am required to perform any work related to a legal matter involving the child client, the party responsible for my participation agrees to reimburse me at the rate of \$200 per hour. This rate applies to time spent traveling, speaking with attorneys, reviewing and preparing documents (specifically for legal purposes), testifying, attending court, and any other case-related costs.

- **Policy on Parental or Guardian Attendance at Counseling Appointments**

**Purpose:** To ensure the safety and effectiveness of therapy for minor clients while also addressing the need for parental or guardian involvement in the therapeutic process.

**Policy:**

1. **Requirement for Parental/Guardian Attendance:**

- **Initial Requirement:** For all minor clients (under the age of 18), at least one parent or guardian must attend the initial intake for the child to be seen. At least one parent or guardian must also attend all counseling appointments until otherwise determined by the therapist. The parent or guardian is not required to remain in the room with the minor client for the entirety of the initial intake or follow up sessions, but must remain at the office location (waiting in your car is acceptable if you have given notice to your child or myself). The parent or guardian also agrees to return to the waiting room prior to the scheduled end time of the session, to ensure that the client is not left in the office without adult supervision. While I will make reasonable efforts to ensure a smooth hand off of minor client to parent/guardian, I am often unavailable to stay with your child for any prolonged period of time after the session has concluded. Please be advised that Prickly Pear Counseling LLC cannot be held liable for unsupervised minors who are no longer participating in a counseling session.

- **Purpose:** This policy is intended to provide safety, support the therapeutic process, provide necessary consent, and facilitate communication between the therapist and family regarding the minor's treatment.

## 2. Review and Adjustment:

- **Assessment:** The need for continued parental or guardian attendance will be periodically reviewed by the therapist based on the minor client's progress, treatment goals, and individual circumstances. The opportunity for review is to help keep a flexible environment and limit barriers in accessing treatment that can be present due to conflicting schedule obligations. In working with children, I experience many real world scenarios that can create challenges with getting to therapy, this make include a parent or guardian's need to leave the office to take care of the needs of another child in the family, or a parent or guardian's work schedule is prohibiting a minor client from attending sessions. To help minimize these potential barriers, I will continue to assess your child's readiness to attend sessions without your attendance.
- **Adjustment:** If your child is showing readiness to attend sessions without your attendance, I may modify or discontinue the requirement for parental or guardian attendance. This decision will be made with the client and parent or guardian and documented in the client's records. If it is determined that the parent or guardian does not need to remain at the office for the duration of the session, the parent or guardian agrees to confirm a working phone number that they can be reached on, and that they will monitor that phone for calls, for the duration of the session, in the event that the therapist needs to contact them. The Parent or guardian also agrees to return prior to the scheduled end time of the session, to ensure that the client is not left without adult supervision. While I will make reasonable efforts to ensure a smooth hand off of minor client to parent/guardian, I am often unavailable to stay with your child for any prolonged period of time after the session has concluded. Please be advised that Prickly Pear Counseling LLC cannot be held liable for unsupervised minors who are no longer participating in a counseling session.

### 3. Exceptions for Driving Teens:

- **Teen Drivers:** It is an exciting step when your teen is old enough and has displayed the adequate skills to be able to start driving. As part of the modifications to parent/guardian attendance policy, we may find that your teen is ready to drive themselves to their own sessions. This decision should be discussed with me first, so that we are able to address any safety concerns. If it is determined that the teen client is permitted to drive themselves to sessions, the parent or guardian still agrees to confirm a working phone number that they can be reached on, and that they will monitor that phone for calls, for the duration of the session, in the event that the therapist needs to contact them. In the rare event that I feel your child is not safe enough to drive home due to heavy emotions experienced in therapy or is actively experiencing distressing mental health symptoms, I will contact you to inform you and alert you that you will need to arrange for your child to be picked up. If this situation arises, we will need to discuss different transportation arrangements for future sessions until it is deemed safe for your teen to drive themselves to therapy sessions again.

By signing this document, you, the parent(s) or legal guardian(s) of the identified minor referred to in this document, show that you have read and understood the policies described in this document. You also agree to help your child abide by the practice policies as the identified client.

If I believe that parents/guardians of the child client, the child client themselves, or those associated with the child client are knowingly violating the practice policies stated in this document or are unwilling to support the child client in abiding by the practice policies, I reserve the right to re-educate the parents/guardians and client on the policies, and if policy violations continue, explore the possibility of terminating services. If you have any questions as we progress with therapy, you can ask me at any time.

By signing this document, the parent(s) or legal guardian(s) of the identified minor referred to in this document, authorize and give written permission for the minor to be entered into counseling with Katie Tufi, LCSW at Prickly Pear Counseling LLC. It is

understood that this consent is subject to revocation by the parent(s) or legal guardian(s) at any time.

## **ESCALATED BEHAVIOR POLICY**

Prickly Pear Counseling LLC is committed to fostering a respectful and peaceful environment for all clients, their families, and staff. Therapy has the potential to illicit intense emotions; and while it is my role as your therapist to hold space for a wide range of emotional expression, there are times when emotions and behaviors surpass a healthy and safe level. Prickly Pear Counseling has established the Escalated Behavior Policy to address these potential situations to ensure the safety of all those involved.

Escalated Behavior can be described as, but is not limited to:

1. **Aggressive or Violent Behavior:** Physical aggression, such as hitting, throwing objects, or making threats of harm towards oneself, others, or property.
2. **Verbal Aggression:** Yelling, screaming, using abusive or threatening language, or making derogatory or inflammatory comments that are hostile in nature.
3. **Emotional Outbursts:** Intense emotional reactions such as extreme anger or severe frustration that impede the progress of the session.
4. **Disruptive Behavior:** Repeated interruptions, refusal to engage in the therapeutic process, or behaviors that consistently derail the focus of the session.
5. **Non-Compliance:** Refusal to follow the therapist's guidelines or interventions, significantly undermining the session's structure and goals.
6. **Intimidation or Bullying:** Attempts to dominate or control the session through intimidation, coercion, or bullying tactics towards the therapist or other participants.
7. **Disruption of the Shared Office Space:** Behavior that escalates to the point of disruption for those clients in the waiting room and patients meeting with the providers of the Arizona Pediatric Assessment Center, in the shared office space.

Escalated behavior will be addressed in therapy, if possible, to maintain a safe, supportive, and productive environment for everyone involved. When such behavior

occurs, the therapist may need to take steps to de-escalate the situation, which could include asking the escalated individual to step out temporarily, involving a support person, or ending the session early if necessary.

Please be aware that if the escalated behavior violates the Safety Policy described in this document, emergency services may need to be contacted, and termination from services may need to be discussed. These measures are taken to ensure the well-being of all participants and the integrity of the therapeutic process.

## **PROFESSIONAL RECORDS POLICY**

The laws and standards of my profession require that I keep thorough treatment records that capture the services that have been provided on your behalf. This includes session progress notes, treatment plans, assessments, and documented communication with you or anything involving your care.

You are entitled to receive a copy of your records unless I believe that you seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice and with your written permission.

Alternatively, I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted by and/or upsetting to untrained readers. If you wish to see your records, I recommend you review them in my presence so that we can discuss the contents.

I reserve the right to use my clinical judgment to determine the level of risk in disclosing the record in its entirety. In the rare case that I may have to withhold or redact part of the record in response to a record request, I will make it known to you, in writing, why I have made this decision. You are entitled to appeal or dispute this decision.

In meeting best practice standards, I am required by law, to securely store your patient records for at least 7 years from the last date of service, or 3 years after the minor client has turned 18, whichever is longer.

## **DISABILITY and OTHER EVALUATIONS POLICY**

Please be advised that Prickly Pear Counseling LLC is not able to conduct disability evaluations or assessments for the purpose of determining eligibility for disability benefits or accommodations. If you require a disability evaluation, we recommend

seeking services from a qualified professional who specializes in disability assessments. By continuing with our services, you acknowledge and agree that the practice is not equipped to provide disability evaluations. Should you have any questions or need assistance finding appropriate resources for disability evaluations, please do not hesitate to contact us.

Prickly Pear Counseling LLC does not provide evaluations or assessments for the use of therapy animals or emotional support animals (ESA). If you require an evaluation for the use of a therapy animal or ESA, we recommend seeking a licensed professional or specialist. By continuing with our services, you acknowledge and accept that our scope of practice does not include therapy animal evaluations. If you have any questions or need further assistance regarding therapy animals, please let us know, and we will be happy to provide you with appropriate referrals.

### **SHARED OFFICE SPACE POLICY**

Please be advised that Prickly Pear Counseling LLC operates within a shared office space alongside another independent practice, the Arizona Pediatric Assessment Center. While we share physical space, the two practices are entirely separate and unaffiliated. This means that confidentiality remains a top priority, and your personal information will not be shared between practices.

Referrals between the two practices are common due to the similar populations we serve and the complementary nature of collaborative services that can be offered. However, if a referral for psychological assessment is deemed appropriate, you have the absolute right to seek services from any provider or practice of your choice. Should a referral between the practices occur, rest assured that all confidentiality and privacy standards will be strictly maintained.

There is no expectation or obligation for referrals between the practices, and each operates independently in terms of services provided, billing, and scheduling. Your choice to engage with Prickly Pear Counseling LLC does not imply any association with the Arizona Pediatric Assessment Center.

We are committed to maintaining a professional and confidential environment for all clients, ensuring that your privacy and therapeutic experience are fully respected.



If you have any questions or concerns regarding the shared office space, please feel free to discuss them with me.

## **IMPAIRMENT AND SUBSTANCE USE POLICY**

To ensure the effectiveness and safety of the therapeutic process for all clients and to maintain professional standards in our practice, Prickly Pear Counseling LLC has established the following policy regarding possible client impairment during sessions:

### **1. Impairment by Substances:**

- **Prohibition:** Prickly Pear Counseling LLC cannot provide counseling services to individuals who are impaired by drugs, alcohol, or other psychoactive substances/medications (Ambien and Ketamine are examples of psychoactive substances that can alter perception and consciousness and can create impairment) during their appointments.
- **Assessment:** A mental status exam is conducted throughout the duration of each session for every client being seen. If it becomes apparent that a client may be impaired, as evidenced by their speech patterns, body language, cognitive status, etc. I will also ask you about potential use of substances to be able to assess your status and safety.
- **Safety and Effectiveness:** This policy is in place to ensure that therapy is conducted in a safe and effective manner, and to protect the therapeutic process.

### **2. Procedure:**

- **Rescheduling:** Clients who are impaired will not be able to continue their session and will be asked to leave the premises and will need to reschedule their appointment for a time when they are not under the influence.
- **Safe Ride:** It is required that you arrange for a sober driver to take you from the premises. If you refuse, and attempt to drive while it appears that you are impaired, I am mandated by law to report the imminent safety threat to the appropriate legal authorities to prevent harm.

- **Referral:** Clients may be referred to substance use treatment services if necessary, and support in finding appropriate resources will be offered. If a higher level of care is determined to be necessary, the therapist will refer a client to a facility that has an appropriate level of care. The therapist will then suspend treatment with the client until they have completed treatment within that higher level of care. For the purpose of continuity of care, if requested, I will provide treatment coordination with the other professionals involved in your care. Please be advised that a release of information will need to be collected to do so.
- **Documentation:** I will document any incidents of impairment, need for rescheduling due to impairment, referrals to higher levels of care, or need for contacting legal authorities, in the client record.
- **Termination:** Prickly Pear Counseling LLC reserves the right to terminate services with any client who has repeatedly attended sessions while impaired and/or when a higher level of care has been determined necessary, but refused by the client. The possibility of termination will be discussed with you prior to action being taken by therapist and termination decisions will be made known to you through written notice.

## GIFT POLICY

Prickly Pear Counseling LLC abides by the NASW Code of Ethics and in doing so, ethical standards must be maintained to avoid potential conflicts of interest or other ethical dilemmas. Occasionally, clients or their family members/those associated with them, may feel inspired to give a gift to their therapist. In striving for cultural competence, we recognize that there are several cultural reasons why a client or those associated with them, may feel strongly about giving a gift to their therapist. Therefore, there is not a “one size fits all” solution to use in response to gift giving/receiving. To best remain aligned with ethical standards, the following gift policy has been established:

### **1. Limitations on Gifts:**

- **Gift Acceptance:** Prickly Pear Counseling LLC reserves the right to use clinical judgment in determining whether accepting or returning a gift from a client or those associated with the client could have potential adverse effects on the client and/or the therapeutic relationship. When considering accepting or returning a gift, I must take into account factors such as the gift's value (both monetary and sentimental), the potential impact on the therapeutic relationship, the risk of ethical dilemmas, personal biases, cultural aspects, and more.

Prickly Pear Counseling LLC will NOT knowingly accept gifts of money (money not used as payment for therapy services), gift cards, alcohol, drugs, homemade or unsealed food, gifts that could identify a client or those associated with them, or gifts that could be perceived as romantic, from a client, or those associated with that client. Reasonable exceptions may be made if a gift is left at the practice without my knowledge, and I am unable to contact the client or family to return the gift and reinforce the gift policy.

Gifts are never expected or owed by the client or those associated with them. A gift will not influence my clinical judgment regarding your care, affect your entitlement to care or resources, or impact the application of practice policies. For example, giving a gift does not entitle you to discounted sessions or waived no-show fees. The practice must consistently adhere to its policies at all times.

If I feel that a gift violates this policy, I will strive to compassionately inform the gift giver that the gift must be returned.

- **Gift Giving:** Prickly Pear Counseling LLC will occasionally provide clients with small, symbolic or practical items such as books, journals, or symbolic or useful items (gratitude stones, affirmation cards, candy, etc) to support their therapeutic journey. These items are intended to be used as tools to enhance the therapeutic process and are provided only when ethical guidelines can be followed. While it is recognized that these items can be interpreted as gifts, the intention behind them is only to support your therapeutic journey. Prickly Pear Counseling LLC will

never give you items that are unrelated to treatment purposes and could reasonably be perceived as a gift.

- **Alternative Expressions of Appreciation:** If the client or those associated with them is determined to express their appreciation, they are encouraged to do so through verbal feedback or written notes, rather than gifts. Written expressions can also include, but are not limited to a Yelp, Google, or medical provider review - but the client or those associated with the client agrees that by writing a review, there are inherent risks associated with publicly acknowledging they have received treatment at Prickly Pear Counseling LLC and that they must accept those risks.

All gift giving attempts, discussions, and experiences will be documented in the client record, unless otherwise prohibited. Thank you for your understanding and cooperation in upholding these standards and ensuring a professional and supportive therapeutic environment.

## **SAFETY POLICY**

Prickly Pear Counseling LLC is committed to keeping a safe environment for everyone in the office and firmly believes that healing starts at the door. Although safety concerns are not anticipated, Prickly Pear Counseling LLC has established the following safety policy in order to protect the safety of all those involved:

### **1. No Weapons Policy:**

- **Prohibition:** Weapons of any kind are strictly prohibited on the premises of Prickly Pear Counseling LLC. This includes firearms, knives, or any other items intended to cause harm.
- **Enforcement:** Any client or those associated with them is found in possession of a weapon at the office, will be asked to leave the premises immediately. Future services will be suspended until the issue is resolved.
- **Exceptions:** The only exceptions that will be made are for active duty military members or police officers who are on duty and in uniform at the time of the session. However, if it is determined that it is not safe to

attend sessions on duty, in uniform, with weapons, I will recommend rescheduling sessions during off-duty time.

## 2. Aggression Policy:

- **Verbal Aggression:** Any form of verbal aggression, including threats, insults, or abusive language, will not be tolerated. Clients or those associated with the client who are engaging in such behavior will be warned, and repeated incidents may result in termination of services.
- **Physical Aggression:** Physical aggression, including but not limited to hitting, pushing, or other forms of physical violence, is strictly prohibited. Any client or individual associated with the client, displaying physical aggression will be immediately asked to leave the premises, and services will be terminated.
- **Sexual Aggression:** Any form of sexual aggression or inappropriate behavior, including harassment or advances, is strictly prohibited. This includes unwelcome sexual comments, gestures, or physical contact. Clients or individuals associated with the client who are displaying sexual aggression will be asked to leave immediately, and services will be terminated.

Please be advised that if you or those associated with you violate this safety policy, services can and will be terminated, and legal action may be necessary. Termination decisions will be made to you in writing in order to prevent additional safety risks. By signing this document, you attest that you have read and understand these safety policies and acknowledge that I may not be able to safely discuss termination with you in person. All safety risks, concerns, discussions, and experiences will be documented in the client record.

## DISCHARGE AND TERMINATION PROCESS

Ending the therapeutic relationship can be difficult. Therefore, it is important to have a discharge and termination process in order to remain ethical, protect any progress achieved in treatment, discuss plans for maintaining progress outside of treatment, and achieve closure. The goal in therapy is to always work towards discharge, meaning that our goal as therapists, is not to keep you in treatment, but to assist you

in accomplishing your goals, and empowering you to be able to sustain skills learned in treatment, on your own or with the help of your natural support system (parents, family, friends).

When determining if someone is ready to begin actively preparing for discharge, it is important to consider the status of their goals, their consistency in applying skills learned, independently or with help of their natural support system and their confidence levels. A typical step down approach towards discharge will include discussion between therapist and client and/or parents/guardians of the client about reducing frequency of appointments, review of success or areas of need in response to the reduced frequency, and eventually determining to terminate treatment.

It is also important to have a plan in place in case you encounter challenges or setbacks in the future after you have been discharged. This is called contingency planning, and it's a way to ensure that you feel prepared and supported, even after our regular sessions have ended. As part of this plan, we will discuss steps you can take if you notice any signs of distress or if life circumstances change in a way that might affect your mental health. This might include:

- **Identifying Warning Signs:** We'll review any signs or symptoms that could indicate you're starting to struggle again, so you know what to watch for.
- **Establishing Support Systems:** We'll talk about who you can reach out to for support, whether it's trusted friends, family members, or another mental health professional.
- **Knowing When to Seek Help:** We'll outline when it might be necessary to return to therapy or seek other professional help, and how to go about doing that.
- **Coping Strategies:** We'll review the coping strategies you learned in therapy and how to apply them effectively in different situations.
- **Crisis Resources:** We'll make sure you have access to emergency contact information, hotlines, or other resources in case of a crisis.

This contingency plan is designed to give you confidence and peace of mind as you continue to move forward. It's a proactive way to ensure that, even after therapy, you have the tools and resources you need to maintain your well-being.

There may be reasons to consider termination at various stages of therapy, including after the initial intake or at any point during the course of sessions, regardless of the progress made or readiness for termination. These circumstances may include, but are not limited to, the following: if I determine that your needs are outside my expertise, abilities, or scope of practice; if you require a higher level of care; if there continues to be a default in payment; or if you are not adhering to practice policies. Please be advised that any decision to terminate will be made to protect your safety and mine, and to ensure alignment with ethical and best practice standards.

Termination may also be necessary if you no show 3 consecutive appointments or do not respond to at least 3 outreach attempts, unless other arrangements have been made in advance. If this occurs, for legal and ethical reasons, I must consider the professional relationship discontinued and will close your counseling services. Services will not be terminated without communication efforts being made with you.

In the event that you may need to return to treatment with me, you are welcome to reach out to communicate that need. While I try to prioritize accepting previous clients, acceptance to the practice and scheduling are subject to availability and my clinical discretion. If I am unable to accept you back to the practice, I can provide you with referrals to other mental health professionals in the community, if you request it.

*Thank you for considering working with Prickly Pear Counseling LLC and me as your therapist. I appreciate the trust you are placing in me and my practice. I hope that you have had the opportunity to review and understand the practice policies outlined. These policies are in place to ensure a safe, supportive, and effective therapeutic experience for you.*

*I look forward to the opportunity to help you on your journey toward growth and well-being. If you have any questions or concerns about the practice policies or anything else, please feel free to reach out. I am here to support you every step of the way.*

**BY SIGNING I AM AGREEING THAT I HAVE READ, UNDERSTAND AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT IN ITS ENTIRETY.**

*Revised September 2024*