

COLORADO PSYCHOTHERAPY DISCLOSURE STATEMENT AND PSYCHOTHERAPY SERVICES AGREEMENT

This statement is being provided to you so that you are aware of your rights as a psychotherapy client. Please read this and discuss any questions or concerns you have before signing it.

INFORMATION

My name, address, and phone number are: Melissa Hunter, 12157 W Cedar Dr. #200, Lakewood, CO 80228, (720) 526-2002.

CREDENTIALS

My license number is 0014960. I have a Master of Arts in Clinical Mental Health Counseling from Regis University in Denver, CO and a Bachelor of Arts degree in Communication from Regis University in Denver, CO and I am certified in Conflict Management (Mediation) from Regis University in Denver, CO. I am a Licensed Professional Counselor Candidate.

REGULATION OF PSYCHOTHERAPISTS

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Professions and Occupations. The Colorado State Board of Licensed Professional Counselor Examiners can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 894-7800. As to the regulatory requirements applicable to mental health professionals: A Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a master's degree in their profession and have two years of post-master's supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of postdoctoral supervision. A Licensed Social Worker must hold a master's degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a bachelor's degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. A Registered Psychotherapist is listed in the State's Database and is authorized by law to practice psychotherapy in Colorado, but is not licensed by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state.

CLIENT RIGHTS AND IMPORTANT INFORMATION

- A) You are entitled to receive information from me about my methods of therapy, the techniques I use, the duration of your therapy (if I can determine it), and my fee structure. I work from a collaborative, person-centered, and strength-based approach and incorporate the principles and theories of Narrative Therapy, DBT, and Motivational Interviewing. I integrate multiple counseling theories and techniques to tailor my counseling approach in a way that will meet your needs. Please ask if you would like further information.

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- B) You can seek a second opinion from another therapist or terminate therapy at any time.
- C) In a professional relationship (such as ours), sexual intimacy between a therapist and a client is never appropriate and should be reported to the board that licenses, registers, or certifies, or registers the therapist.
- D) Generally speaking, the information provided by and to a client in a professional relationship with a psychotherapist is legally confidential and the therapist cannot disclose the information without the client's consent. There are several exceptions to confidentiality which include: **(1) I am required to report any suspected incident of elder, IDD, and child abuse or neglect to law enforcement; (2) I am required to report any threat of imminent physical harm by a client to law enforcement and to the person(s) threatened; (3) I am required to initiate a mental health evaluation of a client who is imminently dangerous to self or others, or who is gravely disabled, as a result of a mental disorder; (4) I am required to report any suspected threat to national security to federal officials; (5) I am required by HB 14-1271 to report any threats against locations such as churches, schools, theatres, workplaces, etc. to law enforcement, and (6) I may be required by Court Order to disclose treatment information.** You should be aware that provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S. § 13-90-107.
- E) When I am concerned about a client's safety, it is my policy to request a Welfare Check through local law enforcement. In doing so, I may disclose to law enforcement officials information concerning my concerns. By signing this Disclosure Statement and agreeing to treat with me, you consent to this practice, if it should become necessary.
- F) Under Colorado law, C.R.S. §14-10-123.8, parents have the right to access mental health treatment information concerning their minor children, unless the court has restricted access to such information. If you request treatment information from me, I may provide you with a treatment summary, in compliance with Colorado law and HIPAA Standards.
- G) Animal abuse: I will report animal abuse, including cases of neglect and hoarding.
- H) Prenatal Exposure to Controlled Substances: in keeping with protecting vulnerable populations, Mental Health Providers are required to report admitted use of controlled substances during pregnancy that are potentially harmful to the fetus.
- I) I am in clinical supervision and practice monitoring, and my clinical supervisor and practice monitor is Lori Johnson, LPC. She will be receiving information concerning your treatment and will be consulting with me so that you will receive the best care that we can provide.
- J) As required by HB17-1011 I am informing you that your client records will be destroyed 7 years after termination of psychotherapy as pursuant to DORA Rules and the Colorado Mental Health Practice Act.

FEE INFORMATION:

My standard fee is \$115 for a 50-minute individual session and \$125 for a 50-minute couples session or \$160 for a 90-minute individual, couples, or intake session. I request payment by credit card, check, or cash at the time service is rendered. If checks are returned due to insufficient funds, a \$30 fee will be charged to you. As a general policy, I request that clients pay me directly. Meetings with auxiliary medical or legal consultants either by phone or in person, report writing, and court appearances will be billed at \$240/hour. If payment is in arrears more than 30 days and a fee payment schedule cannot be agreed upon, your account will be turned over to a collection agency, an attorney, or small claims court. You further understand that in the event your account is

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turned over for collection you waive your right to confidentiality. I do not accept insurance for services rendered. If you would like to submit a bill to your insurance company to see if they will reimburse you, I would be happy to provide you with a receipt at the end of each month. You understand you are legally responsible for payment of your therapy services.

MISSED APPOINTMENTS AND CANCELTIONS

If you are unable to keep an appointment, please notify me as soon as possible. If you cancel or miss an appointment without giving me 24 hours notice, you will be billed the full fee for the session; this includes cancelling or missing an appointment due to inclement weather. If you think that weather conditions will not allow you to attend your scheduled appointment, it is your responsibility to give a minimum of 24 hours notice of cancellation. ***Appointments are not automatically cancelled for inclement weather such as snow and rain unless such conditions pose a threat to your safety due to road conditions.*** After one missed session or late cancellation you will be required to have a valid credit card on file with me. After two missed therapy session I reserve the right to terminate therapy with you.

DISCLOSURE REGARDING DIVORCE AND CUSTODY LITIGATION

If you are involved in divorce or custody litigation, my role as a therapist is not to make recommendations to the court concerning custody or parenting issues. By signing this Disclosure Statement, you agree not to subpoena me to court for testimony or for disclosure of treatment information in such litigation; and you agree not to request that I write any reports to the court or to your attorney, making recommendations concerning custody. The court can appoint professionals, who have no prior relationship with family members, to conduct an investigation or evaluation and to make recommendations to the court concerning parental responsibilities or parenting time in the best interests of the family's children.

Drug and Alcohol Policy: I ask that you attend therapy sober and drug free (i.e. not intoxicated with alcohol or high on recreational (including cannabis) or street drugs.) I ask this as being in a chemically altered state can sometimes be a barrier to the therapeutic process. If I become aware that you are intoxicated during your therapy session, I will end the therapy session (you will be charged a full session fee) and ask you to wait in the lobby until you are no longer intoxicated and are able to drive. I am not responsible for your safety and/or well-being if you choose to drive while intoxicated.

Telephone calls: If you need to speak to me between regularly scheduled sessions, please leave a message and I will return your call as soon as possible. Telephone calls for the purpose of scheduling are expected and are not billed. I do not charge for brief conversations but any discussion that goes beyond 10 minutes or once per week will be billed to you on a prorated basis at \$25/quarter hour. I am generally available between the hours of 9am and 6pm, Monday through Friday. If an emergency arises after those hours, please call 911 or go to the nearest available emergency room.

Professional Consultation: There may be times when I, as your therapist, may need to consult with a colleague or another professional, like an attorney, mentor, or supervisor about issues raised by you in therapy. Your confidentiality is still protected during consultation between me and the professional consulted. Signing this disclosure statement gives Melissa Hunter permission to consult as needed to provide professional services to you as a client.

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Electronic Communications: If you agree to communicate via electronic communications such as telephone, text or email, or any other electronic method of communication, I cannot guarantee that those communications will remain confidential due to the nature of such technology or unauthorized monitoring. However, confidentiality does extend to those electronic communications. Also, you agree and understand that for this reason, electronic communications are for business-related or logistical communications, such as scheduling and confirming appointment details and times, and NOT as a means of therapy.

Records: You understand that I, as your therapist, will keep a record about the sessions and interactions between you, the client, and I. Records will be kept in either a physical file in a locked drawer in my office or on an electronic HIPAA compliant platform and every effort is made to protect your Personal Health Information (PHI), however, I cannot guarantee that your information will not be compromised as internet hacking is a reality in our high-tech world.

Right of Access: 45 CFR 164.524 - Access of individuals to protected health information. You understand and agree that except as otherwise provided in paragraph (a)(2) or (a)(3) § 164.524 of this section, you, as an individual has a right of access to inspect and obtain a copy of protected health information about you, the individual, in a designated record set, for as long as the protected health information is maintained in the designated record set, except for:

- (i) Psychotherapy notes*; and
- (ii) Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.

*Psychotherapy notes means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. Psychotherapy notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: Diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date. If you would like a copy of your psychotherapy progress notes, I require your request to be made in writing. There is a 2 to 3 week turnaround time required to prepare your notes and preparation of your notes is billed at \$60/quarter hour.

Non-Emergent Services: As your therapist, I **provide non-emergency therapeutic services by scheduled appointment.** If I believe that your therapeutic issues are above my level of competence, or outside of my scope of practice, I am legally required to refer, terminate, or consult. If, for any reason, you are unable to contact me by telephone number I have provided: 720-526-2002, and you are having a true emergency, you agree that you will call 911 or check yourself into the nearest hospital emergency room. In the case of an after-hours, non-life threatening, clinical emergency you may call me at 720-526-2002 to leave a message that will be returned during regular business hours. I do not provide after-hours service without an appointment.

The Nature of Therapy: There are a number of risks and benefits inherent in therapy. Please ask me about these in relation to your specific case. There may be psychological side effects from counseling. This risk comes with any therapy. You may share painful things. Our goal is to confront these issues. With time, we hope these

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potential side effects will lessen and our work together will benefit you. Additionally, there are no guarantees regarding the outcome of therapy.

Health Information Privacy Notice (HIPAA): By signing this disclosure you acknowledge receipt of the HIPAA policies for your review. Once you have reviewed these policies, please return a signed copy to me. You are not required to sign this notice to receive treatment. Please verbally inform me if you elect to not sign the notice.

If you have any questions or would like additional information, please feel free to ask me.

Effective Date, Restrictions, and Changes to Privacy Policy This notice will go into effect on March 1, 2018. I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice either in person, via email, or by postal mail if you are currently a client.

