



## **DISCLOSURE STATEMENT AND INFORMED CONSENT FOR SERVICES**

Please read this document carefully as it contains important information about Resilience 1220's professional services and business policies. If you have any questions or would like additional information, please let me know. When you sign this document, it will represent an agreement between us regarding professional services.

### **Therapy Services**

It can be difficult to describe therapy in general statements, as it varies based on the personalities of the therapist and client and the issues that you hope to address. Therapy is not like a medical doctor visit and instead calls for you to be an active participant in the process, both in sessions and between sessions. If individuals do not feel that their therapist is the correct fit, please let them know and/or contact Resilience1220 to be reassigned to a different counselor.

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

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

### **Mandatory Disclosures**

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

#### **Practice Information**

Therapist name: \_\_\_\_\_

Resilience 1220 is made up of more than 30 therapists, each of whom have different experience, licensure, and areas of focus. Your therapist will provide you with important information about their training, supervision etc. when they provide you with their private practice intake documentation.

Resilience1220  
32003 Ellingwood Trail, Evergreen, CO 80439  
720-282-1164

#### **Education, Training, and Licensure Information**

Resilience 1220 is made up of more than 30 therapists, each of whom have different experience, licensure, and areas of focus. Your therapist will provide you with important information about their training, supervision etc. when they provide you with their private practice intake documentation.

#### **Supervision**

Some of our therapists are candidates for licensure and are required to work under the supervision of a licensed mental health professional. If this is the case, their supervisor will be monitoring the services that they provide to you and will have access to

your mental health record. With your permission, your therapist may occasionally video or audio tape our sessions for review by their supervisor; if this happens, you will discuss it beforehand and they will ask you to sign a consent allowing them to record the session(s). Their supervisor will follow all of the policies outlined in this Disclosure Statement and Informed Consent for Services, including policies related to confidentiality.

Unless a different supervisor is disclosed in the therapist's private practice intake documentation, their supervisor is:

Ariel Shea, LCSW  
Evergreen, CO 80439  
720-226-6697

Gail Bartkovich, LPC  
Evergreen, CO 80439  
720-218-2293

Heather Aberg, LCSW  
5127 Greenwood Court  
Evergreen, CO 80439

If you have any questions or concerns about your therapist's supervision, please let them know.

#### Regulation of Mental Health Professionals in Colorado

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

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

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

Some of our therapists are Unlicensed Psychotherapists, listed in the Colorado database, and thereby authorized to practice psychotherapy. They are not a licensed psychotherapist nor are they required to satisfy any standardized educational or testing requirements to obtain registration in Colorado.

#### Additional Mandatory Disclosures

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

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

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

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

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

### **Professional Fees**

Resilience 1220 does not charge for therapy services. Medicaid members can not be billed for services covered by Medicaid. We are unable to accept out-of-pocket payments from Medicaid members. For more information please visit:

<https://hcpf.colorado.gov/policy-statement-billing-medicaid-members-services>

### **Confidentiality**

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

I am required to disclose information under the following circumstances:

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

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

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

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

**Electronic Communications**

Although confidentiality extends to communications by text, email, telephone, and/or other electronic means, I cannot guarantee that those communications will be kept confidential and/or that a third-party may not access our communications. Even though I utilize reasonable security measures, there is a risk that our electronic or telephone communications may be compromised, unsecured, and/or accessed by a third-party. By initialing below, you consent and authorize Resilience 1220 to communicate Protected Health Information (“PHI”) through the following unsecure transmissions (please initial all of your choices):

\_\_\_\_\_ Cellular/Mobile phone, including text messages and voicemails  
Cell number: \_\_\_\_\_  
\_\_\_\_\_ Unsecured email  
Client’s email address: \_\_\_\_\_  Send  Receive

**Communication Between Sessions**

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

Emails and text messages are to be used for administrative purposes only, such as scheduling or changing appointments, billing issues, and other such issues. Please do not email or text about clinical matters; if you need to discuss a clinical matter, please call so we can discuss it on the phone or wait until your next scheduled appointment.

**Interruption of Services – Professional Designee**

In the event that I am disabled, die, or become incapacitated, Resilience 1220 will act as my Professional Designee and will have access to my client files. The Professional Designee will contact you to notify you of the event and will assist in continuing your care and treatment with the least amount of disruption possible by providing you with referrals and transferring your client record, if requested, to your new provider. If you are not comfortable with the above listed Professional Designee for any reason, please let me know and we will discuss alternatives.

**Record-Keeping**

Records are maintained and will be destroyed in accordance with state and federal laws and regulations. Currently, Colorado law requires that I maintain your records for a period of seven (7) years commencing on the date of termination of services or the date of last contact with the client, whichever is later. When the client is a child, the records must be maintained for a period of seven years commencing either upon the last day of treatment or when the child reaches 18 years of age, whichever comes later. After this time, your records will be destroyed. If you would like further information about the maintenance of your records, please ask.

**Social Media Policy**

I do not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries. Resilience 1220 has, or may have, a business social media account page, but there is absolutely no requirement that you “like” or “follow” this page. If you should “like” or choose to “follow” Resilience 1220’s business social media page, you understand that others will see your name associated with “liking” or “following” that page. You also understand that this applies to any comments that you post on Resilience 1220’s page/wall. Any comments you post regarding therapeutic work between us will be deleted as soon as possible. You agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform, including online review sites and you will instead discuss any concerns or questions with me directly.

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

### **Emergency Services**

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

### **"No Secrets" Policy**

When treating a couple or a family, the couple or family is considered to be the client. If one member of the couple or family discloses information that is directly relevant to the treatment of the couple or family, in most cases, that information will become part of the record and can be accessed by other members of the family or couple, and the information will likely be shared with the other members of the couple or family for the sake of facilitating treatment. I will use my best judgment in deciding when or if such disclosures will be made and, whenever possible, I will first give you the opportunity to share the information yourself. In addition, if a request is made for the records of couple or family therapy, records will only be released with the consent of all parties, and any information that is released will be released to both members of the couple or to all adults engaging in family therapy. This "no secrets" policy is intended to allow me to continue to provide therapy to the family or couple by preventing, as much as possible, conflicts of interest that may arise. If you feel it necessary to talk about matters that you do not wish to have disclosed, you should consult with a separate therapist for individual treatment.

### **Cancellation, No-Shows, and Termination**

If you cancel your appointment within 24 hours of the scheduled time or fail to show up at the appointment without notice ("no-show"), excluding emergency situations, the no-show will count as one of your 10 sessions. Clients will be allowed one "no-show" but will be terminated from the program the second time. Arriving 15 minutes late or more is considered a "no-show" appointment.

If you choose to discontinue therapy for more than thirty (30) days without communicating with me or Resilience 1220, your therapy will be considered terminated. If you want to resume therapy after termination, please reach out to our intake team. The ability to resume treatment will depend on availability.

### **Treatment of Minors**

If you are consenting to the treatment of a minor child, you may be required to provide a copy of the most recent Court Order Custody Agreement and/or Parenting Plan, if applicable, that gives you the authority to consent to the treatment of the child. By signing this form, you agree to keep me informed of any supplemental court orders or other proceedings that impact your parental rights, custody arrangements, or decision-making authority. Failure to produce the Court Order will prohibit me from seeing the minor child. If there is joint medical decision-making authority for your child, I may require both caregivers to consent to treatment and will not proceed until such consent is obtained.

It is beyond the scope of my practice to provide custody recommendations, and any such request will be denied. The Court can appoint professionals who have the expertise to make such recommendations. By signing below, you agree not to subpoena my records or ask me to testify in court or to provide letters or documentation expressing my opinion about custody or visitation. Despite this, a Court may still require me to testify or to provide treatment information to an evaluator. I will comply with these requests as legally required.

In the course of treatment with your child, I may involve other family members in your child's treatment. However, please remember that my client is your child, not the other family members of the child. Any meetings with you or other family members will be documented in your child's record. These notes will be available to anyone who has legal access to your child's treatment record.

When treating a minor client where there is a custody arrangement between the parents or legal guardians (such as a divorce or separation), I may, at my professional discretion, communicate with both parents/guardians via email (i.e. all communication will "cc" both parties). This would be in order to maintain transparency and professionalism, and to ensure the well-being of the therapeutic relationship with the minor client.

Therapy is most effective when there is a trusting relationship between the therapist and client. Privacy is important in establishing trust, and as a result, it is often important for child or adolescent clients to have a level of privacy around the therapy. It is my policy to provide parents with general information about their child's treatment, but not to share specific information disclosed during therapy. This includes behaviors that you may not approve of but which do not place your child at imminent risk or danger. If I ever feel that your child is in danger, I will communicate this information to you. If you have questions about the types of information I will share, you can feel free to ask me hypothetical questions about situations that I would or would not disclose to you.

Although you may have the legal right to access any written record I keep, by signing this agreement you are agreeing that your child or adolescent should have privacy around their therapy and you agree not to request access to your child's full record.

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**By signing below, you affirm that you have read and understand this document, agree to abide by its terms during our professional relationship, and you consent to receive the services described herein.**

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
Parent/Legal Guardian Signature (Please specify relationship to client) Date

\_\_\_\_\_  
Parent/Legal Guardian Signature (Please specify relationship to client) Date

**For clients 12 and older: By signing below, I indicate that I am voluntarily seeking psychotherapy services:**

\_\_\_\_\_  
Client Signature Date