



Restore Counseling, LLC

DISCLOSURE STATEMENT AND INFORMED CONSENT FOR TREATMENT

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.

- 1. Therapist and Practice Information:** Christy Belmear, Licensed Clinical Social Worker; Restore Counseling, LLC, 8600 Ralston Road, Suite L100, Arvada, CO 80002; 720-323-7067.
- 2. Credentials:** I earned a Master's Degree in Social Work from the University of Denver and a Bachelor's Degree in Human Services from Metropolitan State College of Denver. I am a Licensed Clinical Social Worker with the state of Colorado. My license number is 542.
- 3.** The Colorado Department of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists, licensed social workers, licensed professional counselors, licensed marriage and family therapists, licensed school psychologist practicing outside the school setting, and unlicensed individuals who practice psychotherapy. The agency within the Department that has the responsibility specifically for Licensed Clinical Social Workers is the Board of Social Work Examiners, which can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303)894-7800. All questions and/or complaints should be addressed to DORA at this address.

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.

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-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 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 registered with the State Board of Registered Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

4. Client Rights and Other Important Information:

- a. You are entitled to receive information about my methods of therapy, the techniques I use, the duration of your therapy (if that can be determined), and my fee structure. Please ask if you would like to receive this information.
- 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. If intimacy occurs, it should be reported to the Department of Regulatory Agencies, Mental Health Section (see information above).
- d. Generally speaking, the information provided by and to you as the client during the therapy sessions is legally confidential. Information disclosed to me is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates. There are exceptions to the general rule of legal confidentiality. These exceptions are listed in the Colorado statutes (C.R.S. 12-245-2220). You should be aware that provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in section 13-90-107 C.R.S. However it is important to note that there are exceptions to confidentiality. **Specifically, therapists are required to disclose known or suspected abuse and/or neglect of a child, including past abuse; abuse or exploitation of an at-risk adult or elder, including imminent risk of such abuse; and threats of imminent harm to yourself or another person, including people identifiable by their association with a specific location. In such situations, I am required by law to take action, including reporting known or suspected abuse to authorities, initiating hospitalization, or contacting the police for a welfare check, and I have a duty to warn anyone who may be in imminent danger as a result of your threats or frame of mind. Also, testimony that has been subpoenaed for criminal court cases or orders to violate privilege by judges in child custody and divorce cases are not protected.** If such a situation arises during our work together, I will make every attempt to discuss it fully with you before taking necessary action. By signing this disclosure statement, you are consenting to this practice, should it become necessary.
- e. Consultation with colleagues is important for any clinician and as such, I will collaborate with colleagues to provide skilled, thoughtful treatment. Client confidentiality will be maintained during consultation with other professionals,

and in signing this disclosure statement, you are granting me permission to participate in consultation with other professionals as needed.

4. Fee Information:

- a. My standard fee is \$120 for a 50 minute session. I request payment by cash or check at the time of service rendered. If checks are returned due to insufficient funds, a \$30 fee will be charged to you.
- b. Meetings on your behalf, such as with auxiliary medical or educational consultants either by phone or in person, as well as written reports or documents will be billed at my standard fee.
- c. If payment is in arrears more than 60 days and a fee payment schedule cannot be agreed upon, your account will be considered past due and I have the option of using legal means to secure the payment. This may involve using a collection agency or filing a claim in small claims court. In collection situations, I will make all efforts to release the minimum information necessary to proceed with collections or a claim, which will include the client name, dates, times, and the nature of services, and the amount due. Before I engage a collection agency, I will provide you with written notice of my intent to do so, sent to your last address I have on record, and give you an opportunity to make payment arrangements.. Additionally I reserve the right to terminate you as a client.
- d. Any court involvement, including preparation, travel, appearance, meetings with attorneys on behalf or with regards to you as a client will be billed at the rate of \$250 an hour. You will be responsible for paying for any professional time I spend on your legal matter, even if the request comes from another party.
- e. If credit card is the method of payment, you are agreeing to my billing company accessing your credit card information and you agree to release any confidentiality issues with regards to accessing or billing your credit card account.

5. Missed Appointments and Cancellations:

- a. Please notify me as soon as possible if you are going to miss your appointment. **If you cancel or miss an appointment without giving me 24 hours notice, you will be billed the full fee for the session.** This payment is due at the next session. Please note that most insurance companies will not reimburse for cancellation fees, and you will be responsible for the payment of any such fees.
- b. The therapy session will last 50 minutes. You understand that if you are late for the appointment, the remaining time will be available and the session will end as scheduled.
- c. If you miss three sessions in a row, or cancel three consecutive sessions, Restore Counseling, LLC has the right to discontinue services. In addition, If you choose to discontinue therapy for more than sixty (60) days without communicating with me, your therapy will be considered terminated. If you want to resume therapy after termination, please discuss this with me. The ability to resume treatment will depend on availability and will be at my sole discretion.

6. Telephone Calls:

- a. 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, within 48 hours during the week and by the next business day over a weekend. If I am out of the office, I will leave instructions for support. 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 more or more than two 10 minute conversations per week will be billed to you on a prorated basis.
- b. I am generally available between the hours of 8 am and 7 pm, Monday through Friday. 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, you will call 911, check yourself into the nearest hospital emergency room, or call Colorado's Crisis Hotline at (844) 493-8255. I do not provide after-hours treatment without an appointment.

7. FaceBook/Social Media/Texting:

- a. Texting for appointment times will be available, however communicating about confidential information is not to be done by text. I am not able to guarantee complete privacy with texting.
- b. I do not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries. I will not "friend" you or "like" you or "follow" you on social media or networking sites. Restore Counseling, LLC, 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" Restore Counseling'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 the 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.

8. "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 judgement 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.

9. Child and Divorce Cases:

- a. If you are involved in divorce or custody litigation, please understand that my role as a therapist is not to make recommendations to the Court concerning parenting or custody issues, nor to testify in Court concerning an opinion or an issue involved in litigation. By signing this disclosure statement you agree to not call me as a witness in any such litigation. Only Court appointed evaluators can make recommendations to the Court on any disputed issues concerning parental responsibilities and parenting plans. Information discussed in therapy is meant for your exclusive use in healing and growth. Evaluations to be used for legal purposes should be obtained from a nontreating mental health professional independent of the therapy.
- b. In the case of a conflictual divorce situation, which Restore Counseling LLC defines as *a divorced or separated parent set who are unable to communicate appropriately with regards to their children’s mental health information and/or who are going through court proceedings to determine parenting time or decision making capabilities due to the inability to agree on these issues.* Restore Counseling LLC requires either email communication or joint sessions with both parents present to share information about your child’s therapy. If there is a protection order in place, an alternative method of communication will be arranged.
- c. Minor clients seen by Restore Counseling LLC must have a signature of a parent for treatment. In the case of divorce, the authorization must be signed by both parents or the court document must be presented giving sole medical decision-making to the presenting parent. Restore Counseling LLC will need a copy of the court order or divorce decree to confirm medical decision making of one parent. If the court orders 50/50 decision making regarding the medical and mental health decisions, Restore Counseling LLC will require both parents to consent to treatment and will provide both parents updates/progress/concerns via email and asks both parents to copy all emails sent to Restore Counseling LLC to the other parent. If there is a protection order in place or other court orders restricting contact between parents, even through a third party’s email, other procedures will be put in place on a case by case basis. In addition, both parents will be required to consent to the release of records or any confidential information to a third party, and if one parent requests a copy or summary of the record for themselves, the other parent will be offered the same information.
- d. 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.

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. By way of example, if your child tells me that s/he has tried alcohol a few times at parties, I will not generally share this with you. If your child shares that s/he has been drinking and driving or riding with a drunk driver, I would share this information with 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.

10. Paper Records:

As a client, you may request your client records at any time. In accordance with the Rules and Regulations of Licensed Social Workers licensed by the Department of Regulatory Agencies (DORA), Restore Counseling LLC, will maintain your client record (consisting of contact information, disclosure statement and informed consent, treatment plan, etc) for a period of seven years after the termination of therapy or the date of our last contact, whichever is later. We will maintain client records of minors until the minor's 18th birthday or seven years after the final contact, whichever is later. Restore Counseling cannot guarantee a copy of your client records will exist after this seven year period. Any person who alleges that a mental health professional has violated the licensing laws related to the maintenance of records of a client eighteen years of age or older, must file a complaint or other notice with the licensing board within seven years after the person discovered or reasonably should have discovered this.

11. Interruption of Services – Professional Designee:

In the event that I am disabled, die, or become incapacitated, the following provider 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.

12. Termination:

At any time you may terminate your treatment with me, although ideally you will provide notice of your intent to terminate and we will have an opportunity to

process our work together. In addition, there may be situations where I am ethically required to terminate and refer you to another provider, and we will work together to process such a termination and I will provide recommendations and referrals as needed.

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 Restore Counseling, LLC, to communicate Protected Health Information (“PHI”) through the following unsecure transmissions (please initial all of your choices):

May Restore Counseling LLC leave a voicemail on the phone number given on the contact sheet provided? _____ yes _____ no _____ Initials

May Restore Counseling LLC send a text message regarding scheduling or other non-therapeutic issues on the phone number given on the contact sheet provided?

_____ yes _____ no _____ Initials

May Restore Counseling LLC send emails with client information, including scheduling, treatment plans and updates, suggestions or concerns to support the treatment plan to the email listed on the contact sheet provided? _____ yes _____ no _____ Initials

I have read the preceding information, it has also been provided verbally, and I understand my rights as a client/ patient.

Client/Patient Signature

Date

Parent/Guardian Signature

Date

Christy Belmear, LCSW

Date

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

Client Signature

Date