

# Mandatory Disclosure Statement - Client/Therapist Agreement

## Sara Waters, MA, LPC, NCC

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Licensed Professional Counselor, Nationally Certified Counselor, EMDR Certified & IFS Clinician

Colorado Licensure Number: LPC.0014585

[www.RedRocksCounseling.com](http://www.RedRocksCounseling.com)

[sara@RedRocksCounseling.com](mailto:sara@RedRocksCounseling.com)

303.525.3426

### Professional Experience

- Female Adolescent Residential Treatment Facility - Excelsior Youth Center
- Counselor at Red Rocks Church
- Instructor for Food Addiction Classes - Metabolic Research Center
- EMDR Trained Clinician - Awake Mind, LLC
- Trained in Treatment of Complex Trauma
- IFS Trained Clinician - Center for Self Leadership
- Trained in Treatment of Adolescent Anxiety

### Education

- Master of Arts in Counseling (Colorado Christian University)
- Bachelor of General Science in Psychology (University of Kansas)

### Professional Memberships

- American Counseling Association
- Colorado Counseling Association
- EMDR International Association

Red Rocks Counseling (RRC) is located at 7120 E. Orchard Rd., Ste. 370, Centennial, CO 80111. Everyone fifteen years of age or older must sign a disclosure statement. This disclosure statement contains the policies and procedures of RRC and is HIPAA compliant. No mental health or psychotherapeutic information, or any other information related to your privacy, will be revealed without your permission unless mandated by Colorado law {42 U.S.C. 29033-3 & 43 U.S.C. 29033-3 federal laws, 42 CFR Part 2 for regulations and Health Insurance Portability and Accountability Act of 1996 (HIPAA)}. You, as a client, may revoke your consent to treatment, release of confidential information, or disclosure in writing at any time during psychotherapy according to 45 CFR 164.508(b)(5).

**Section 1 - About My Rights:** The Colorado Department of Regulatory Agencies (DORA) has the general responsibility of regulating the practice of licensed psychologists, licensed clinical social workers, licensed professional counselors, licensed marriage and family therapists, certified school psychologists, and unlicensed individuals who practice psychotherapy. The specific agency holding the responsibility within DORA is the Mental Health Section - Registered Psychologists/Licensed Professional Counselor Candidates, 1560 Broadway, Ste. 1370, Denver, CO 80202, (303) 894.7766. Clients are encouraged to resolve any grievances through our internal process, but they may call DORA at any time with concerns. Clients may also contact the Office for Civil Rights, U.S. DHHS, 1961 Stout Street, Room #1426, Denver, CO, 80294, (303) 844.2024 if you feel your rights have been violated.

### Client Rights and Important Information:

- You are entitled to receive information from each therapist about **methods of therapy**, the techniques used, the duration of your therapy (if it can be determined), and the fee structure. Please ask if you would like to receive this information
- You are entitled to request restrictions on certain uses and disclosures of protected health information as provided by 45 CFR 164.522(a), however, RRC is not required to a free to requested restriction.
- You are entitled to receive confidential communications of protected health information.
- You are entitled to inspect and copy protected health information as provided by 45 CFR 164.522; amend protected health information (164.526); receive an accounting of disclosures protected health information; and obtain a paper copy of this notice upon your request.
- You can seek a **second opinion** from another therapist or **terminate therapy at any time**.
- 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.
- In a professional relationship (such as psychotherapy), sexual intimacy is never appropriate. If sexual intimacy occurs, it should be reported to DORA and the board that licenses, registers, or certifies the licensee, registrant or certificate holder at (303) 894.7766, Mental Health Section, 1560 Broadway, Ste. 1370, Denver, CO 80202.
- Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the therapist is a certified school psychologist, a licensed social worker, a licensed marriage and family therapist, a licensed professional counselor, a licensed psychologist or a registered psychotherapist. If the information is legally confidential, the therapist cannot be forced to disclose the information without the client's consent. **ANY OTHER FORMS OF COMMUNICATION INCLUDING EMAILS, TEXT**

**MESSAGES, PHONE CONVERSATIONS AND THE LIKE ARE NOT GUARANTEED TO BE HIPAA COMPLIANT OR CONFIDENTIAL. PLEASE CONSIDER THE NATURE OF YOUR COMMUNICATION TO ENSURE YOUR CONFIDENTIALITY.**

Information disclosed to a licensed clinical social worker, an unlicensed psychotherapist, a licensed marriage and family therapist, a licensed professional counselor, or a licensed psychologist 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.

However, there are legal **exceptions to the general rule of legal confidentiality**, some of which are listed in section 12-43-218 of the Colorado Revised Statutes and the Notice of Privacy Rights you were provided with, as well as other exceptions in Colorado and Federal Law. These legal exceptions include: intent to harm others or yourself, the intent to commit a crime, abuse or suspected abuse of children, and possibly the abuse of the elderly or others unable to care for themselves; neglect or suspected neglect of children; subpoenaed testimony in criminal court cases and orders to violate privilege by judges in child-custody, divorce and other court cases. Also, be aware that except in the case of information given to a licensed psychologist, legal confidentiality does not apply in a criminal or delinquency proceeding. There are other exceptions, such as threats to national security under the Federal Patriot Act, which will be identified to you as the situations arise during therapy. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

As to the regulatory requirements applicable to mental health professionals; a Licensed Clinical Social Worker, s Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and one year of post-doctoral supervision. A Licensed Social Worker must hold a masters 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 (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 masters degree and meet the CACIII 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.

**Section 2 - As a Psychotherapy Client:**  
**Mental Health Services**

Psychotherapy is not easily described in general statements. It varies depending on personalities of the psychologist and client and the particular problems presented. There are many different methods I may use to deal with the problems you address. **Psychotherapy is not like a doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.**

Psychotherapy can have benefits as well as risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of disturbance. There are no guarantees of what you will or will not experience.

Our first few sessions will involve an evaluation of your needs. by the end of the evaluation period, I will be able to offer you some first impressions of what our work together may include. If you decide to continue with therapy, we will work together to devise an appropriate treatment plan, goals, and objectives. Therapy involves a large commitment of time, money, and energy. The therapeutic rapport between the client and therapist is critical and key to the healing process, so it is important that you are honest with your level of comfort with me. If you ever have questions about my procedures, we can discuss them whenever they arise. If your doubts persist, I will be happy to provide referrals to other mental health professionals for a second opinion and, possible, a better fit.

**Section 3 - Sessions:**

I normally conduct an evaluation that will last from 2-3 sessions. During this time, we can both decide whether or not I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy has begun, I will usually schedule one 50-minute session per week at a time and date that we agree on. Depending on the reported and observed symptoms of disturbance, it may be advised that we schedule longer (80-minute) or more frequent sessions.

**Section 4 - Professional Fees, Billing, Payments, Cancellations & Insurance:**

One 50-minute consultation prior to the initiation of treatment will be provided to the client at no cost. The fee for each **50-minute session is \$150**. For each **80-minute session, the fee is \$240**. For each **110-minute session, the fee is \$330**. **Payment is due in full at the time of each session**. Acceptable forms of payment include cash, check, HSA and FHA accounts, and most major credit cards. If you are interested in submitting your payments for out-of-network mental health care reimbursement with your insurance provider, I can provide a superb for services upon request. If a check payment does not clear the bank and is returned for any reason, the original fee remains due, as well as an additional \$30 inconvenience fee. In addition to weekly appointments, I will charge a prorated amount for other professional services that you may need (report writing, telephone conversations lasting longer

than 5 minutes, attendance at meetings with other professionals on your behalf, preparation of treatment records or summaries, and time spent performing any other service you request of me). If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300 per hour (with a 4-hour minimum) for preparation and attendance at any legal proceeding. If a client cannot afford the fee, I will make every effort to refer that client to a nearby community mental health center. Once an appointment is scheduled, that time is set aside for you. I understand that it may, at times, be necessary to cancel an appointment. In the case that you need to cancel or reschedule an appointment, 24-hours advance notice is required. **With less than 24-hours notice, you will be charged the full price for the missed session.** If your account has not been paid for more than 60 days and arrangement of payments has not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release, regarding a client's treatment, is his/her name, the nature of services provided, and the amount due.

### **Section 5 - Additional Information:**

#### **Professional Records**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. You may consent, in writing, to release your records to others. You have the right to revoke this authorization, in writing, at any time. However, a revocation is not valid to the extent that we have acted in reliance on such authorization.

#### **Minors**

According to Colorado Revised Statute 27-65-103.2, notwithstanding any other provision of law, **a minor who is fifteen years of age or older, whether with or without the consent of a parent or legal guardian, may consent to receive mental health services to be rendered by a facility or a professional person.** Such consent shall not be subject to disaffirmance because of minority. The professional person rendering mental health services to a minor may, with or without the consent of the minor, advise the parent or legal guardian of the minor of the services given or needed. If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. If they agree, I will provide them only with general information about our work together (in the form of a treatment summary), unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have about what I am preparing to discuss.

#### **Divorce & Custody Litigation**

**If you are involved in a 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 the 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.

#### **Termination of Treatment**

During the course of treatment, should you not show up for an appointment and I am unable to reach you for more than 30 days, the client is deemed to have terminated from treatment.

#### **Contacting Me**

If I am not available when you call, please leave a voice message or send me a text (303.525.3426) and I will respond at my earliest convenience. This is typically within 24 hours, with the exception of weekends and holidays. **If you are unable to reach me and feel that you are in crisis, contact your family physician, 911, or the nearest emergency room.**

- Forms of communication (including but not limited to emails, text messages, phone conversations and voice messages) are not guaranteed to be HIPAA compliant and your confidentiality cannot be guaranteed. Please consider the nature of your communication to ensure your confidentiality. Your use of such means of communication with your therapist constitutes implied consent for reciprocal use of these modes.
- **Social Media:** For the sake of avoiding compromising confidentiality and/or blurring the boundaries of the therapeutic relationship, I do not accept social media (Facebook, Twitter, Pinterest) friend requests from current clients. I do, however, maintain business accounts on said media (as well as LinkedIn) for Red Rocks Counseling. Please be advised, by connecting with or participating on any of the RRC social media platforms, you are potentially compromising your confidentiality. **You are responsible for your participation on those platforms, and Sara Waters, Red Rocks Counseling is not liable for anything you may post, pin, like, comment on, etc.**
- In the unlikely event of an emergency or catastrophic event where the primary therapist (Sara Waters) becomes disabled or deceased, a records custodian is appointed to handle all matters regarding records and client transition. Please contact Sarah Houy, MA, LPC, RYT (Inspiration to Live Well Counseling) at 720.217.1213.

**Client Agreements:** *(please initial each)*

\_\_\_\_\_ I acknowledge that it is not possible to ensure my privacy when utilizing electronic means of communication, and I voluntarily release Sara Waters and Red Rocks Counseling from any and all liability regarding confidentiality when using these modes of communication.

\_\_\_\_\_ In the case that the client is under 18 years of age, I agree that the therapist will determine what treatment information (in her professional judgment) is appropriate to be shared with the parent(s)/guardian(s) and what will remain confidential between the adolescent client and herself.

\_\_\_\_\_ I understand that RRC may contact me to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to me. There may also be times when I need to contact you regarding cancellations for weather, etc. I authorize Sara Waters, Red Rocks Counseling to contact me using the below communication avenues to transmit information and leave messages when appropriate.

Phone Number: \_\_\_\_\_ Voice Messages OK: YES / NO    Text Message OK: YES / NO

Email: \_\_\_\_\_

\_\_\_\_\_ I understand that there may be times when my therapist may need to consult with a colleague or another professional, like an attorney or LPC supervisor, about issues raised during therapy. I understand that my confidentiality is still protected during such consultation. Signing this disclosure gives my therapist permission to consult, as needed, in order to provide me with the most efficient and effective professional care.

\_\_\_\_\_ I understand that my therapist provides non-emergency psychotherapeutic services by scheduled appointment. If my therapist believes my psychotherapeutic issues are above her level of competence or outside her scope of practice, she is legally required to refer, terminate, or consult.

\_\_\_\_\_ I understand that I am legally responsible for payment for my psychotherapy services. I also understand that failure to pay will be a cause for termination of therapy services.

**CLIENT SIGNATURE, ACKNOWLEDGEMENT, AGREEMENT, AND CONSENT**

I have read the preceding information and understand my rights as a client. By signing below, I acknowledge my understanding and agree to all the terms discussed in this disclosure statement and content to treatment.

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

Spouse/Partner Signature (couples therapy) \_\_\_\_\_ Date \_\_\_\_\_

Teen Signature (ages 15-18) \_\_\_\_\_ Date \_\_\_\_\_

**I affirm, by signing this form, that I am the legal guardian and/or custodial parent with legal right to consent to treatment for any minor child or children for whom I am requesting psychotherapy services at Red Rocks Counseling.**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(children 14 years & under)