

Therapist Disclosure and Client Informed Consent

While therapy offers no guarantee of positive changes, many individuals find that it provides a safe space to explore life experiences and alleviate problematic patterns in behavior, mood and thoughts. I believe that clarity with regards to professional policy is essential in establishing a trusting therapeutic relationship, and your willingness to discuss any issues or concerns with me will support the work we do together. In order for you to be informed about your rights as a client and my policies, I am providing you with the following information. *Please read this material carefully and ask any questions you need before signing.*

Therapy Process and Risks: The counseling process is an active process between you and your counselor. I encourage you to engage in this process and provide feedback about your goals, needs and questions. I am here to collaborate with you and assist you as an unbiased guide and support. There are risks involved in the counseling process, such as you may experience strong emotions, confusion, emotional and even physical distress during this process. If you experience any of these during therapy, it is important that you notify me.

Education, Training and Experience: I am registered with the Department of Regulatory Agencies (DORA) in the state of Colorado as a Licensed Professional Counselor (LPC 16248). I received my Masters in Mental Health Counseling from Regis University, a CACREP accredited program, and completed post-graduate certificates for Child & Adolescent Counseling and Depth Psychotherapy. I have additional in-depth training for Grief Counseling as my specialization for death and non-death related losses. I have training for providing care to individuals healing from domestic violence, Alzheimer's and dementia care including caregiver support, and coping with emotional and mental health challenges. I completed the ASIST Suicide Prevention and Mental Health First Aid training programs. I am trained in Eye Movement Desensitization and Reprocessing (EMDR) therapy through EMDR Center of the Rockies. If you would like to explore EMDR as part of your care, please contact me to discuss this further.

Regulatory Information: A Licensed Professional Counselor must hold a master's degree in their profession and have at least two years of direct service experience with post-master's supervision. The practice of licensed and unlicensed persons in the field of psychotherapy is regulated by the Colorado State Department of Regulatory Agencies, Division of Professions and Occupations. Ongoing Continuing Education requirements are completed to maintain a license in accordance with state regulations. Any questions, concerns or complaints may be addressed to the appropriate licensing board.

Services Provided and Therapeutic Approach: I provide mental health counseling to adults, adolescents, and children 5 years and older. I work with clients to create individualized care plans and will integrate various therapeutic styles and activities depending on what fits best with the client and situation. I specialize in grief counseling and have worked with individuals through challenges with death, loss, life transitions, anxiety, depression, low esteem, emotional regulation, anger management, women's issues, and more. My approach to therapy is from a depth perspective, meaning I help to explore past experiences in partnership with present day life, including unconscious and conscious material, supporting clients in a collaborative therapeutic way on their journey to find wholeness. Occasionally I will facilitate a support group or workshop that may benefit your counseling work, if you wish to engage in a group setting please ask for details.

Appointments: Appointments are to be scheduled with me directly via phone, email, or in-person, on a first-come-first-served basis. Typically, we will discuss scheduling at the end of each session for the next session. It is recommended to attend appointments weekly, especially initially to help build the therapeutic relationship, however we will discuss what frequency will best meet your needs with at least one session per month, and will periodically assess for any changes with regards to session frequency. A typical session will last one clinical hour (50-55 minutes). Due to COVID-19, for the safety and wellbeing of everyone, the majority of my session availability is virtual via Telehealth (*please see Teletherapy Consent Form), with some limited in-person options also available on a first-come-first-serve basis (*please see COVID Regs Form).

Confidentiality: Sessions are held in strict confidence and no information can be released about you without your written permission. There are exceptions to this general rule of legal confidentiality. These exceptions are listed in the Colorado statutes, C.R.S. 12-43-218. You should be aware that provisions concerning disclosure of confidential communications does not apply to any delinquency or criminal proceedings, except as provided in C.R.S. 13-90-107. Additional exceptions when I am required by law to break confidentiality as a Mandated Reporter include: when a client is posing a threat to self or others or is unable to provide minimal life-sustaining care; when a client reveals contemplation of a major crime or harmful act; if there is suspected abuse of a child, elder, or a mentally disadvantaged person; or if I am ordered by a court of competent jurisdiction to disclose such information. If I determine that you are a danger to yourself or others, including those identifiable by their association with a specific location or entity, I am required to disclose such information to the appropriate authorities or to warn the party, location, or entity you have threatened. I hope these situations do not arise, but it is my responsibility to protect you or others from harm and to care for you when you are not able to care for yourself. If that occurs, I will contact the appropriate authorities and/or your listed emergency contact person from your intake form.

If you wish for me to speak with another person on your behalf, a release of information will be required, and depending on the situation these individuals may be provided with a Collateral Form to be completed affirming that I do not engage in conflicts of interest or dual relationships out of protection of my relationship with you as my client. Such consultations are subject to hourly fees.

If you believe that your confidentiality rights as a client have been violated, please discuss this matter with me directly. If we are not able to directly resolve your concerns, you have a right to contact the Colorado Division of Professions and Occupations, 1560 Broadway, Suite 1350, Denver, CO 80202, (303) 894-7800. *HB 17-1011 became effective July 1, 2017 which requires that any complaint filed with DORA against a mental health professional alleging a maintenance of records violation must be commenced within 7-years after the alleged act or failure to act giving rise to the complaint as records may not be retained after the 7-year period.* Please refer to my Notice of Privacy Practices form for further information.

Clinical Consultation: In some cases there may be times when consultation will be appropriate for my ability to best serve you. Consultation includes discussing aspects of cases with someone specializing in a specific clinical area or getting insights from a clinical supervisor. In such instances, no HIPAA information, such as protected health information, will be disclosed.

Communications: While I am unable to guarantee confidentiality through electronic mediums as they are not always secure, you may contact me via email or by telephone. My email is AllisonCGary@gmail.com and my office cell phone number is 720-619-1058 where I may also receive text messages. There may be times when I am unable to answer my phone immediately, in which case please leave a voicemail with a name and call-back number. Please allow a minimum 24-hours for a returned call. Messages left after-hours will be responded to the following business day. I am not in the office Sundays or major holidays. Any telephone communication that exceeds 10 minutes of time will be charged a pro-rated fee of my hourly rate.

Emergencies: *I provide non-emergency counseling services by scheduled appointment only.* In the event of an emergency or mental health crisis, please contact 9-1-1, proceed to the nearest emergency room, or contact Colorado Crisis Services at 1-844-492-8255. You may also text "TALK" to 38255 to receive crisis service support via text. If it is determined that your issues are outside of my level of competence or scope of practice, I am ethically required to refer, terminate or consult.

Other General Client Information:

- You are entitled to receive information from your therapist about the methods of therapy, techniques used, duration of your therapy (if known), and the fee structure. I will keep record about all sessions and interactions we have, and such records will be stored in accordance with DORA, HIPAA and confidentiality regulations.
- You have a right to seek a second opinion from another therapist or terminate therapy at any time.

- In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant, or certificate holder.
- I do not accept personal Facebook, LinkedIn, Twitter, Instagram and/or other social media connections with clients in effort to maintain professional boundaries and to protect our therapeutic relationship. Any such social media requests will be denied as a result of this policy. I do have professional Facebook, Twitter, Instagram and Pinterest accounts that you are welcome to follow.
- I do not discriminate on the basis of race, color, national origin, sex, gender identity, age, or disability.

Child Counseling Information:

- In therapy with children and adolescents, your child(ren) still has a right to confidentiality. However, parents/guardians do need to be informed of their child(ren)'s progress and of any concerns. Information will be relayed to parents/guardians as appropriate, depending on the child's age. *According to HB 19-1120, any person 12 years old or older are permitted to seek and obtain psychotherapy services with or without the consent of the minor's parent or guardian so long as the minor is knowingly and voluntarily seeking the psychotherapy services and services are clinically indicated and necessary to the minor's well-being.* Any individual under the age of 12 must have consent from a legal parent or legal guardian prior to the initiation of the counseling relationship.
- In the case of child clients, parental consent must be obtained from the parent(s)/caregiver(s) with medical decision-making authority prior to providing services to that child. Both parents may have access to information about their child's treatment and consult with their child's therapist so long as they have parental rights. I will not pass information between a child's parents. It is the responsibility of the parent(s) to provide proof of custodial agreement as necessary and to communicate cooperatively between one another regarding their child's care.
- If you ever become involved in a custody dispute or divorce, I will not provide evaluations or expert testimony in court. This is because our relationship may be affected by such testimony, and my relationship with you as a client is first and foremost. You should contact and hire a mental health professional that can help you with any evaluations or testimony that you need in such situations.

Fees: All of my counseling services are on a fee-for-service basis. You are responsible for payment at the time services are provided. We will discuss current rates at the start of the therapy process. Phone calls more than 10-minutes in length will be charged at 15-minute increments based on the hourly fee. In circumstances where additional phone calls, meetings, letter writing or other care needs are required, additional fees will be charged and such information will be provided accordingly. Please discuss paperwork needs with me, such as FMLA or work accommodations, and note that I typically require attendance of a minimum of 8 sessions prior to completion of such paperwork.

I currently do not accept insurance. I can provide you with superbills upon request for your provider for a third-party claim. I cannot tell you what your insurance plan covers and have no role in deciding what is covered. I do not contact insurance companies on behalf of clients. You are responsible for contacting your insurance company to inquire about their process for third-party claims and submitting documentation for any claims you open. **Please note that by law if you have Medicaid, I am unable to work with you and must refer you to a provider who is in-network with Medicaid.*

Payments: Payment types accepted include cash, check and some credit cards. *Fees are due at time of session.* Individuals paying with a credit card will have a Cardholder Agreement form to complete for payment processing after each session. There is a \$35 fee for any returned checks. For payments processed by Ipseity Counseling Clinic, those are managed by Cody Mitts, he follows all policies outlined in this Statement including policies related to confidentiality.

Cancellations: If you need to cancel or reschedule an appointment, it is requested to give a 24-hour notice to avoid a charge. Everyone is allowed one "freebie", because unexpected life events happen sometimes, after which any late

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cancelations or not showing for scheduled appointments will be charged at the full fee. If I need to cancel an appointment for any reason, I will give as much advanced notice as possible and will reach out by all means necessary to notify you and to reschedule appointments as soon as possible.

Termination: I prefer that at minimum you provide me with notification of your decision to conclude therapy services. It is not advised to have termination of therapy by phone or email. Completion is an essential part of the therapy process and for this reason I suggest that we use at least one or more conclusion-based sessions to end our therapy work together. However, if at any time you find that therapy is not meeting your needs, you have a right to request a change in direction or discontinue treatment at your discretion. If I stop hearing from you, I will make at least 3 attempts for contacting you for service engagement. If more than 45 days has passed since our last contact and I have not received any word from you, I will accept this as your termination notice and your file will be closed at that time. Any client is able to contact me to request re-establishing the therapist-client relationship after termination at any time which he, she, they see fit.

Office Structure: I own and operate ACG Counseling Services LLC and work in partnership as an Independent Contractor with Ipseity Counseling Clinic and share office space with them at this time. File storage is kept in accordance with HIPAA regulations (see Notice of Privacy Practices for more information). I follow DORA guidelines for record retention, retaining client records for a minimum of 7 years from the last date of treatment, or 7 years after the client reaches age 18, whichever occurs later (<https://www.colorado.gov/dora>). Individuals referred through Ipseity Counseling Clinic to have services with me will have billing information stored within the Ipseity Counseling Clinic Simple Practice electronic medical health record system as the only information shared between systems.

Complaints: If you have a complaint about my professional services, I hope that you will speak with me directly so that the problem can be clarified and resolved. However, you have the right to file a complaint with Ipseity Counseling Clinic at telephone number 720-507-8170 or with DORA, located at 1560 Broadway #1545, Denver, CO 80202, telephone number 303-894-7855.

Extraordinary Events: In the event that I become disabled, die, or am away on an extended leave of absence, the following Mental Health Professional Designee will have access to my client files: Cody Mitts, Ipseity Counseling Clinic, LPC 15145, 300 S Jackson St suite 200, Denver, CO 80209, telephone number 720-507-8170. If I am unable to contact you prior to the extraordinary event occurring, my Designee will contact you. The purpose of the Designee is to continue your care and treatment with the least amount of disruption, but the Designee can offer you referrals and transfer your client record if requested.

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 counseling services described herein.

Client Signature

Date

Parent/Guardian 1 Signature (if applicable)

Date

Parent/Guardian 2 Signature (if applicable)

Date

Allison C. Gary, MA, LPC

Date

INFORMED CONSENT FOR TELETHERAPY

This Informed Consent for Teletherapy contains important information concerning engaging in electronic psychotherapy, aka teletherapy. Please read this carefully and let me know if you have any questions. This consent applies only to clients physically within the State of Colorado seeking therapeutic treatment within the State of Colorado. This Informed Consent for Teletherapy shall be signed in conjunction with the Disclosure Statement.

Benefits and Risks of Teletherapy

Teletherapy refers to the remote provision of psychotherapy services using telecommunications technologies such as video conferencing or telephone. One of the benefits of teletherapy is that the client and therapist can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or therapist moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It can also increase the convenience and time efficiency of both parties.

Although there are benefits of teletherapy, there are some fundamental differences between in-person psychotherapy and teletherapy, as well as some inherent risks. For example:

- Risks to confidentiality. Because teletherapy sessions take place outside of the typical office setting, there is potential for third parties to overhear sessions if they are not conducted in a secure environment. I will take reasonable steps to ensure the privacy and security of your information, and it is important for you to review your own security measures and ensure that they are adequate to protect information on your end. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are risks inherent in the use of technology for therapy that are important to understand, such as: potential for technology to fail during a session, potential that transmission of confidential information could be interrupted by unauthorized parties, or potential for electronically stored information to be accessed by unauthorized parties.
- Crisis management and intervention. As a general rule, I will not engage in teletherapy with patients who are in a crisis situation. Before engaging in teletherapy, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our teletherapy work.
- Efficacy. While most research has failed to demonstrate that teletherapy is less effective than in person psychotherapy, some experienced mental health professionals believe that something is lost by not being in the same room. For example, there is debate about one's ability when doing remote work to fully process non-verbal information.

Electronic Communications

We will discuss which is the most appropriate platform to use for teletherapy services. I will make my best efforts to comply with the ACA Code of Ethics guidance on Technology-Assisted Professional Services as well as the Colorado Department of Regulatory Agency's Teletherapy Policy, and I will provide you with a copy of these guidelines upon request.

You may be required to have certain system requirements to access electronic psychotherapy via the method we choose. You are solely responsible for any cost to you to obtain any additional/necessary system requirements, accessories, or software to use electronic psychotherapy.

For communication between sessions, I use email communication, phone calls, and text messaging only with your permission and only for administrative purposes, unless we have made another agreement. That means that phone calls, email exchanges and text messages with my office should be limited to things like setting and changing

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appointments, billing matters, and other related issues. You should be aware that I cannot guarantee the confidentiality of any information communicated by email or text.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions, however if an urgent issue arises, it is recommended that you attempt to reach me by phone, text or email. I will make every effort to respond to you on the same day you reach out, with the exception of Sundays and major holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications, electric and otherwise, that are a part of our teletherapy. However, the nature of electronic communication technologies is such that I cannot guarantee that our communications will be kept confidential and/or that a third party may not gain access to our communications. Even though I may utilize state of the art encryption methods, firewalls, and back-up systems to help secure our communication, there is a risk that our electronic communications may be compromised, unsecured, and/or accessed by a third party.

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Disclosure and Informed Consent still apply in teletherapy. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Teletherapy

If at any time while we are engaging in teletherapy I determine that teletherapy is no longer the most appropriate form of treatment for you, we will discuss options of engaging in face-to-face in-person counseling or referrals to another professional in your location who can provide appropriate services.

Emergencies and Technology

Assessing and evaluating threats and other emergencies can be more difficult when conducting teletherapy than in traditional in-person therapy. In order to address some of these difficulties, I will ask you where you are located at the beginning of each session and I will ask that you identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session cuts out, meaning the technological connection fails, and you are having an emergency do not call me back, but call 911, the Colorado Crisis Hotline at 844-493-TALK (8255), or go to your nearest emergency room. Call me after you have called or obtained emergency services.

If the session cuts out and you are not having an emergency, disconnect from the session and re-enter so that we can reconnect in the teletherapy platform. If you do not receive a reconnection or call back from me within two (2) minutes then call me on my office phone, 720-619-1058.

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Fees

The same fee rates shall apply for teletherapy as apply for in-person psychotherapy. If you are submitting claims to your insurance provider, please note that insurance or other managed care providers may not cover/reimburse sessions that are conducted using electronic psychotherapy. If your insurance, HMO, third-party payer, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the

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session. Please contact your insurance company prior to our engaging in teletherapy sessions in order to determine whether these sessions are reimbursable.

Informed Consent

This agreement is intended as a supplement to the general informed consent that we agreed to at the beginning of our clinical work together. Your signature below indicates agreement with its terms and conditions. This agreement is supplemental to my general informed consent and does not amend any of the terms of that agreement.

I, _____, the client, having been fully informed of the risks and benefits of teletherapy; the security measures in place, which include procedures for emergency situations; the fees associated with teletherapy; the technological requirements needed to engage in teletherapy; and all other information provided in this informed consent, agree to and understand the procedures and policies set forth in this consent.

Client Signature

Date

Parent/Guardian 1 Signature (if applicable)

Date

Parent/Guardian 2 Signature (if applicable)

Date

Allison C. Gary, MA, LPC

Date

COVID-19 Precautions and Procedures

Due to recent concerns related to COVID-19, I would like to reiterate the available options that allow flexibility in session scheduling, attendance and participation while remaining consistent with public health guidelines and local, state, and federal health and safety orders. The safety and well-being of all my clients is my top priorities. In order to keep everyone as safe as possible while also honoring the current and any upcoming orders for mental healthcare services, the following policies and precautions are in place until further notice. I am taking extra precautions with the care of every client to include enhanced office cleaning as well as offering Telehealth services.

I encourage clients to consider transitioning to Telehealth appointments whenever appropriate at this time, however if in-person appointments are determined necessary for your care, such appointments can be arranged. For in-person meetings you agree to the following:

- Masks are to be worn in the office building and office by everyone at all times, including the duration of session.
- It is preferred that only the person with the scheduled appointment enters the office to reduce exposure. If someone needs to wait in the waiting room, please wear a mask at all times and maintain social distancing if others are also present.
- If you have any fever, cough, or other symptoms, please do not come in for sessions, stay home and isolate for at least 14 days (unless medical intervention is needed). I cannot see you in-person if you are experiencing any symptoms until the symptoms have passed.
- If you have been exposed, please notify me immediately so that appropriate safety measures can be taken including to discuss Telehealth options with me if you haven't already. If you've been exposed, we cannot meet in-person for at least 14 days and a negative COVID test result will be required.
- If you have been diagnosed positive with COVID-19, please notify me immediately so that appropriate safety measures can be taken. We cannot meet in-person until you have clearance from a medical provider that you have been successfully treated.
- As mentioned in the Disclosure Statement, there is a cancellation policy that the full session fee will be charged when a client misses or cancels an appointment without giving 24-hours advanced notice. Please note that this fee is waived in the event of serious or contagious illness such as COVID-19 as long as contact is made. Please contact me ASAP so that I can adapt my schedule and so that no fee will be applied. If you do not show for a scheduled appointment without making contact, I will ask you to pay for your session time as booked.
- If there is a health concern, I have the right to send anyone home/refuse a session for safety/health reasons.
- I will be working to schedule any in-person sessions with time between sessions to avoid multiple people in the office at the same time as much as possible. To help me, please arrive no earlier than 5-minutes in advance of your scheduled session.
- All touched surfaces will be disinfected between client visits.
- We will not greet or conclude sessions with any form of physical contact, such as handshakes.
- Please wash hands thoroughly before the start of your appointment. I will wash my hands thoroughly between each client appointment. Hand sanitizer will be available in the office.

These requirements are for the health and safety of everyone, and to allow the continued operation of services. As more information is available or if there are any changes that arise, I will be sure to provide you with updates as I am able. If you have any questions or concerns, please feel free to contact me to discuss, either by phone, text or email.
(AllisonCGary@gmail.com, 720-619-1058)

By signing below, I understand and agree to the policies and expectations regarding COVID-19 precautions. By agreeing to meet in-person I agree to abide by all of the above and release Allison C. Gary/ACG Counseling Services LLC from any and all liability for unintentional exposure or harm due to COVID-19.

Client Signature

Date