



COUNSELING DISCLOSURE STATEMENT

Everyone fifteen (15) years and older must sign this disclosure. A parent or legal guardian with the authority to consent to mental health services for their minor child/ren, must sign this disclosure on behalf of their minor child/ren. This disclosure statement contains the policies and procedures of enCOURAGE Counseling, LLC and is HIPAA compliant. No medical or psychotherapeutic information, or any other information related to your privacy, will be revealed without your permission unless mandated by Colorado law and Federal Regulations (42 C.F.R. Part 2 and Title 25, Article 4, Part 14 and Title 25, Article 1, Part 1, CRS and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164.)

In deciding to begin counseling, you have made a determination to invest in your future. The purpose of this disclosure is to inform you about your primary counselor's background and counseling practice, and your rights as a client. If you have any questions regarding any aspect of your primary counselor's counseling methods, practices, or credentials, please discuss them with your primary counselor. enCOURAGE Counseling welcomes your questions and comments at anytime.

Counseling is an active and creative process between the client and the counselor. Counseling offers you an opportunity to express your issues and, hopefully, to resolve or improve on those issues. My commitment is to provide a fair and accurate assessment that will help plan your goals for counseling. You will discuss the assessment and goals throughout the counseling process. There are risks to counseling and certainly no guarantees. At times you may experience feelings that are uncomfortable and hard to face. This may sometimes be difficult, but could be very productive for you in the long run. I will regularly ask you to provide feedback on what is helping and what is not. This communication will allow me to tailor the sessions to meet your needs. In addition, I may make suggestions or recommendations to aid in the therapeutic process. These are just suggestions that you are free to disregard and should not be used to replace medical advice.

Training, Experience, and Credentials

Laurie Marcellin MA, LPC, NCC, CATP

Bachelor's Degree in Humanities, California University, Fullerton, 1982

Master's Degree in Educational Administration, Santa Clara University, 2003

Master's Degree in Counseling, Colorado Christian University, 2017

National Certified Counseling, 2017

Licensed Professional Counselor Candidate Colorado: #0015154

Certified Child and Adolescent Trauma Professional, 2018 and 2020

EMDR Trained, 2018-2021

AEDP Trained, 2019 - 2021

Regulation of Therapists: The Colorado Department of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists, licensed marriage and family therapist, licensed social workers, licensed professional counselors, certified and licensed addiction counselors, and registered individuals that practice psychotherapy. The agency within the Department that has the specific responsibility is the Division of Professions and Occupations, Mental Health Section, 1560 Broadway, Suite No. 1350, Denver, Colorado 80202; (303) 894-2291 or (303) 894-7800. Within the Mental Health Section, the State Board of Licensed Professional Counselor Examiners regulates licensed professional counselors and the State Board of Registered Psychotherapists regulates registered psychotherapist. Both Boards can be reached at the address listed above or at DORA_MentalHealthBoard@state.co.us. Clients are encouraged, but not required, to resolve any issues, complaints, or grievances through enCOURAGE Counseling's internal process.

Levels of Psychotherapy Regulation:

Levels of Psychotherapy Regulation in Colorado include licensing (requires minimum education, experience, and examination qualifications), Certification (requires minimum training, experience, and for certain levels, examination qualifications), and Registered Psychotherapist (does not require minimum education, experience, or examination qualifications.) All levels of regulation require passing a jurisprudence take-home examination.

Certified Addiction Counselor I (CAC I) must be a high school graduate, complete required training hours and 1,000 hours of supervised experience. Certified Addiction Counselor II (CAC II) must complete additional required training hours and 2,000 hours of supervised experience. Certified Addiction Counselor III (CAC III) must have a bachelor's degree in behavioral health, complete additional required training hours and 2,000 hours of supervised experience. Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. Licensed Social Worker must hold a masters degree in social work. 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. Licensed Clinical Social Worker, a 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 have one year of post-doctoral supervision. Registered Psychotherapist is a psychotherapist listed in Colorado's database and is authorized by law to practice psychotherapy in Colorado but is not licensed by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state. Registered psychotherapists are required to take the jurisprudence exam.

Professional Practice and Policies

Non-Emergency Services: I have limited my practice to clients who are not in need of 24-hour care. I only provide non-emergency therapeutic services by scheduled appointment. If I believe that your therapeutic issues are above my level of competence, or outside my scope of practice, I am legally required to refer, terminate, or consult. If you need 24-hour care or additional support outside of scheduled counseling, I will work with you to develop an adequate support system or refer you to a therapist on 24-hour call. If you are unable to contact me at the telephone number

listed above, and you are having a true emergency or crisis arises, call 9-1-1, Denver Springs (720) 943-7401, The Colorado Crisis Hotline at (844) 493-8255; or check yourself into the nearest hospital emergency room. You may also call the 24-hour crisis line for your county: Adams County (303) 853-3500; Arapahoe and Douglas Counties (303) 779-9676; Jefferson County (303) 425-0300; and Denver County (303) 343-9890. Since enCOURAGE Counseling does not provide after hours service without an appointment, you are solely responsible for any fees incurred in seeking after hour treatment from any counseling agency, center, or emergency room.

Extraordinary Event: In the case that I become disabled, die, or am away on an extended leave of absence (hereinafter “extraordinary event,”) another therapist will have access to my client files. If I am unable to contact you prior to the extraordinary event occurring, my colleague will contact you. Please let me know if you are not comfortable with my appointed colleague having access to your file in case of an extraordinary event and we can discuss possible alternatives at this time.

The purpose of assigning another therapist to your client file in case of an extraordinary event is to continue your care and treatment with the least amount of disruption as possible. You are not required to use this appointed therapist for therapy services, but the other therapist can offer you referrals and transfer your client record, if requested.

Fee Information: Sessions are 50 minutes in length and the fee per session is \$120.00. The fee for a longer or shorter session is pro-rated from this basic charge. It is the policy of enCOURAGE Counseling that all fees are owed at time of service unless we agree to a different arrangement in writing. If you are writing a check, please have it made out before the session so as not to interrupt our sessions with business details. We can also use your credit card kept on file to pay for the session.

All accounts that are not paid within thirty (30) days from the date of service shall be considered past due. If your account is past due, please be advised that I may be obligated to turn past due accounts over to a collection agency or seek collection with a civil court action. Should this occur, I will provide the collection agency or court with your Name, Address, Phone Number, and any other directory information, including dates of service or any other information requested by the collection agency or court deemed necessary to collect the past due account. I will not disclose more information than necessary to collect the past due account. I will notify you of my intention to turn your account over to a collection agency or the Court by sending such notice to your last known address.

As of June, 2020 I will no longer extend payment credit past two sessions. Clients will need to pay what is owed in order to schedule their next appointment. Clients are strongly advised to let me know if financial issues are delaying payment; we are able to set up a payment plan that will support ongoing service and guarantee timely payment according to your current financial situation.

You understand that you are legally responsible for payment for your therapy services. You also understand that signing this form gives permission for enCOURAGE Counseling to communicate with your insurance company, HMO, third-party payer, collections

agency, or anyone connected to your therapy funding source regarding payment. This may also include providing diagnosis or service codes, name, address, phone number, description of services or symptoms, treatment plans/summary, other therapeutic information, and in some cases your entire client file. Once your insurance company receives the information, enCOURAGE Counseling has no control of the security measures the insurance company takes or whether the insurance company shares the required information. Failure to pay will be a cause for termination of therapy services. You may request a copy of any report enCOURAGE Counseling submits to your insurance company on your behalf.

Insurance: I do not bill insurance companies directly. I am willing to provide you with a Superbill with DPT Codes, DSM V diagnosis, and my fee charges so that you may submit it to your insurance company. You agree to pay me directly for each session and bill your insurance for the costs you have incurred. You are solely responsible for submitting any receipt to your insurance company.

Medicaid/Medicare: Please let me know whether you have Medicaid/Medicare coverage. A mental health professional must be an approved Medicaid/Medicare provider in order to provide mental health services to Medicaid/Medicare clients, absent certain circumstances. Please check the box below:

I have Medicaid/Medicare Coverage I do not have Medicaid/Medicare Coverage

Communication: You understand that I cannot communicate with you via any electronic means that you have not consented to in the Privacy Policy document provided online and discussed in your first two sessions. If you initiate communication via electronic means that you have not specifically consented to in enCOURAGE Counseling's Consent for Communication of Protected Health Information by Non-Secure Transmissions, I will not be able to respond via the electronic means you chose until you amend the consent form.

Telephone Calls: If you need to talk to me in between regular sessions, please call my voicemail, leave a message, and I will return your call by the end of the next business day. Please specify times that I can reach you by telephone and leave appropriate contact numbers. I do not charge for brief conversations; however, any discussion that runs 15 minutes or longer, will be charged at a prorated rate. Please limit telephone calls to administrative purposes only as there is no guarantee of confidentiality via unsecure means such as cell phones.

Email: You may email me with thoughts, updates, or prayer requests (only if you and I agree to communicate prayer requests); however, this is not my main way to communicate. Please try and limit your communication with me via email and text to administrative matters. There is never a 100% guarantee of confidentiality when information is communicated electronically.

Electronic Record Keeping: enCOURAGE Counseling may keep and store records for each client electronically on its laptops or desktop computers, and some mobile devices. In order to maintain security and protect the record, enCOURAGE Counseling employs the use of firewalls, antivirus software, passwords, and encryption methods to protect computers and/or mobile devices from unauthorized access. enCOURAGE Counseling can also remotely wipe out data on

mobile devices if the mobile device is lost, stolen, or damaged. Passwords are changed regularly as well.

enCOURAGE Counseling may also use electronic backup systems either by using external hard drives, thumb drives, or similar methods, or through a cloud-based service. enCOURAGE Counseling uses the following cloud-based backup system: Sync. Using a cloud-based system helps prevent the loss or damage of records. The cloud-based backup means that the backups are stored on computers, which are connected to the internet. enCOURAGE Counseling maintains the security of these backup devices through encryption and passwords. In order to maintain security of these backups enCOURAGE Counseling has employed the following security measures:

- Entered into a HIPAA Business Associates Agreement with the cloud-based company. Because of this Agreement, the cloud-based company is obligated by federal law to protect these backups from unauthorized use or disclosure.
- The computers on which these backups are stored are kept in secure data centers, where various security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
- The company employs various security measures to maintain the protection of these backups from unauthorized use or disclosure.

It may be necessary for other individuals to have access to these backups, such as the cloud-based company's workforce members, in order to maintain the system itself, and federal law protecting the backups extends to these workforce members. If you have any questions about the security measures enCOURAGE Counseling employs, please ask.

Professional Consultation: As part of my profession obligations, I regularly consult with other professionals, such as a supervisor or an attorney, about issues raised by you in therapy. In consulting with these professionals, the least amount of information necessary is shared and confidentiality extends to those communications. Signing this disclosure statement authorizes enCOURAGE Counseling to consult as needed to provide professional services to you as a client. I understand that I will need to sign a separate Release of Information for any discussion or disclosure of my protected health information to another professional, besides an attorney I retain.

Cancellations: If you need to cancel or reschedule an appointment, **please notify me 24 hours in advance.** If you cancel with less than 24-hour notice, excluding emergency situations, you will be given two opportunities (missed appointments) before you are charged for half the scheduled session counseling fee unless we are able to reschedule in the same week.

enCOURAGE Counseling cannot make any guarantees to reschedule you in the same week. **If you fail to notify enCOURAGE Counseling at all and do not show up for your session, "no-show", your account will be charged the total amount of your scheduled session. After 3 "no-show" appointments, clients will be discharged from enCOURAGE Counseling.** **Referrals for local therapists are provided upon request. Clients will receive notice of the discharge within 30 days of last "no-show" appointment.**

Teletherapy: You understand that, in general, enCOURAGE Counseling provides limited teletherapy sessions via HIPPA-compliant platforms. You understand that teletherapy is used

periodically in order to provide consistent, quality care; however, you understand that the best therapeutic experience is in-person. You understand that communications via email and text should be limited to administrative purposes and not used as an avenue for therapy. You understand that should you want Teletherapy, you agree to discuss your request with your therapist. You understand that it is in your therapist's sole discretion whether to accommodate your request for Teletherapy.

COVID 19 TELETHERAPY (starting March 2020): Because of health and safety concerns, I will be offering teletherapy sessions throughout this pandemic. By participating in teletherapy during this time, clients understand that they are responsible for their own privacy needs. I can guarantee complete confidentiality on my end of our session.

Social Media: You understand that enCOURAGE Counseling, and/or your therapist, does not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via Social Media. Any such request will be rejected in order to maintain professional boundaries. You understand that enCOURAGE Counseling has, or may have, a business Facebook Page. You understand that there is no requirement that you "like" or "follow" enCOURAGE Counseling's page. You understand that should You "like" or choose to "follow" enCOURAGE Counseling's Facebook page that others will see your name associated with "liking" or "following" enCOURAGE Counseling's Facebook page. You understand that this applies to any comments that you post on enCOURAGE Counseling's Facebook page as well. You understand that any comments you post regarding therapeutic work between your therapist and yourself, 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. You agree that if you have a therapeutic comment and/or question that you will contact your therapist through the mode you consented to and not through social media.

You understand that if you have any questions regarding social media, review website, or search engine in connection to your therapeutic relationship, you will immediately contact your therapist and address those questions.

Discontinuing Therapy Services: If you choose to discontinue therapy services and enCOURAGE Counseling does not receive any communication from you for more than sixty (60) days, your therapy treatment will be considered "terminated." You may resume therapy any time after the sixty (60) day period by discussing your decision to resume therapy services with enCOURAGE Counseling. Ability to resume therapy after sixty (60) days will depend upon my availability and will be within my sole discretion. This disclosure statement will remain in effect should you resume therapy services if one (1) year has not elapsed since your last session. You may need to provide additional information to update your client record. You understand that "discontinuing therapy" means that you have not had a session with your therapist for at least sixty (60) days, unless otherwise agreed to in writing.

In Court Testimony/Depositions: You agree not to subpoena your therapist for testimony or for disclosure of treatment information. You understand that legal services on your behalf are charged at a higher rate, including, but not limited to: testimony related matters like case research, report writing, travel, depositions, actual testimony, cross examination time, and courtroom waiting time. **The fee for legal testimony is \$1500 per day. Every appearance is**

charged for the full day amount despite the required length of service provided for each day.

Paper Records: As a client, you may request a summary of your Client Record at any time. The summary will include: diagnosis, treatment plan, progress to date, and dates of sessions. In accordance with the Rules and Regulations of Licensed Professional Counselors licensed by the Department of Regulatory Agencies (DORA), enCOURAGE Counseling will maintain your client record (consisting of disclosure statement contact information, reasons for therapy, notes, etc.) for a period of seven (7) years after the termination of therapy or the date of our last contact, whichever is later. enCOURAGE Counseling cannot guarantee a copy of your Client Record will exist after this seven-year period.

Client's Rights and Important Information

Information You are Entitled to Receive: You are entitled to receive information about me and my methods of therapy, the techniques I use, the duration of the therapy (if I can determine), and my fee structure. Please ask if you have any questions. In a professional relationship (such as psychotherapy), sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs it should be reported to DORA at (303) 894-2291 or (303) 894-7800; DORA_MentalHealthBoard@state.co.us, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202; State Board of Licensed Professional Counselor Examiners.

Confidentiality: Generally speaking, the information provided by and to a client during therapy sessions is privileged communication and legally confidential if the therapist is a licensed marriage and family therapist, a social worker, a licensed professional counselor, a licensed psychologist, a certified/licensed addiction counselor, or registered psychotherapist. If the information is legally confidential, the therapist cannot be forced to disclose the information without the client's consent or 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 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 shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S § 13-90-107. There are additional exceptions that I will identify to you as the situations arise during treatment or in our professional relationship. For example, I am required to report child abuse or neglect situations; I am required to report the abuse or exploitation of an at-risk elder or the imminent risk of abuse or exploitation; 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; if you become gravely disabled, I am required to report this to the appropriate authorities; if you confess to a felony or other serious crime, I may be required to report that information to the appropriate law enforcement agency. I may also disclose confidential information in the course of supervision or consultation, in the investigation of a complaint or civil suit filed against me, or if I am ordered by a court of competent jurisdiction to disclose such information. You should also be aware that if you should communicate any information involving a threat to yourself or to others, I may be required to take immediate action to protect you or others from harm. In

addition, there may be other exceptions to confidentiality as provided by HIPAA regulations and other Federal and/or Colorado laws and regulations.

Additionally, 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 access 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 or telephone communications may be compromised, unsecured, and/or accessed by a third-party. Please review and fill out enCOURAGE Counseling's Consent for Communication of Protected Health Information by Non-Secure Transmissions.

Termination and Second Opinion Options: You may seek a second opinion from any other therapist or may terminate therapy at any time. Therapeutically, it is best that we have a termination session in order to reflect on your growth, goals and feedback to me about your care.

HIPAA Compliant: You understand that this form is compliant with HIPAA regulations and no medical or therapeutic information or other information related to your privacy, will be released without permission unless mandated by Federal or Colorado law as described in this form and the Notice of Privacy Policies and Practices. Consistent with HIPAA guidelines, authorization for release and consent for treatment will be automatically revoked one year after the signing date. You understand that you have received enCOURAGE Counseling's Notice of Privacy Policies and Practices, and acknowledge receipt of the policy.

You are entitled to request restrictions on certain uses and disclosures of protected health information as provided by 45 CFR 164.522(a), however enCOURAGE Counseling is not required to agree to a request restriction.

Parent/ Legal Guardian: You affirm, by signing this form, that you are the legal guardian and/or custodial parent with legal right to consent to treatment for any minor child/ren who is under the age of fifteen (15), for whom you are requesting therapy services at enCOURAGE Counseling or You affirm that you are at least fifteen (15) years old and consent to treatment and therapy services at enCOURAGE Counseling.

Custody Agreements: You understand that if you are consenting to treatment and therapy services for your minor child/ren that your therapist will request that you produce the Court Order Custody Agreement and/or Parenting Plan that grants you the authority to consent to mental health services for your minor child. Further, you understand and agree to keep your therapist informed of any proceedings or supplemental court orders that affect your parenting rights, custody arrangements, and decision-making authority. Failure to provide the Court Order Custody Agreement and/or Parenting Plan will prohibit your therapist from providing therapy to your child. **It is beyond the scope of your therapist's practice to provide custody or parenting recommendations. Any request for custody recommendations will be denied. A Court is able to appoint professionals with the expertise to make such recommendations.**

SIGNATURE PAGE FOR DISCLOSURE STATEMENT

Acknowledgement: I, _____, have read the information provided on the enCOURAGE Counseling Disclosure Counseling statement, and understand my rights as a client. The information has been provided to me in writing by my primary therapist, or if I am unable to read or have no written language, an oral explanation accompanied the written copy. A copy of this document is available on the enCOURAGE website (www.encouragetherapy.com) for my records and reference throughout treatment.

My signature acknowledges that I have received a copy of the Disclosure Summary that includes information about confidentiality, privacy, communication and payment.

Client Signature

Date

Phone Number (call or text)

Email (if agreed upon communication)

Client Signature

Date

Phone Number (call or text)

Email (if agreed upon communication)

For clients under 18 years of age

Parent/Legal Guardian

Date

I have reviewed the Disclosure Statement and Privacy Information. I have provided a hard copy of the Disclosure Summary to this client.

Laurie Marcellin MA, LPC, NCC, CATP
enCOURAGE COUNSELING, LLC

Therapist Signature

Date