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Welcome to Brower Psychological Services & Consulting, Inc. We are required by the State of Colorado and the Department of Regulatory Agencies to share the following information with you to help establish the understanding and trust essential to a therapeutic relationship. Please provide the requested information and read these documents carefully, as they contain important information about our practice, policies, and how your mental health information can be used and disclosed. Please note any questions or concerns that you have—you may discuss these with your therapist at any time. After you sign the enclosed documents, they will constitute a binding agreement between you, your assigned primary therapist, and Brower Psychological Services & Consulting, Inc. (hereafter referred to as "Brower Psychological Services," or "BPS"). Only one copy of the forms is needed for couples or families, however all adult family members will need to sign the disclosure statement (those 12 and over).

Brower Psychological Services consists of a group of mental health therapists. While you, the client, always have the choice in determining which therapist you want to see, BPS will do their best to set you up with a therapist best suited for you. If the requested therapist is not available, BPS will recommend another therapist at BPS or refer you to a therapist outside of BPS. Your primary therapist, (hereinafter "therapist" or "primary therapist") identified in Part 2 below, will be solely responsible for this disclosure statement and all therapeutic treatment provided to you. If you have any questions or concerns about your treatment, please speak with your primary therapist.

## PART 1: INFORMED CONSENT

Each client is required to sign the below form. Any child under the age of twelve (12) years of age must have a parent or legal guardian consent to the mental health services to be provided. Any child twelve (12) years of age or older may sign the below form and consent to mental health services without the consent of a parent or legal guardian. If the parent or legal guardian is consenting to the mental health services, the required disclosures shall be made to the parent or legal guardian. If the child is consenting to mental health services, the required disclosures shall be made to the child. If a parent or legal guardian is consenting to mental health services for his/her minor child, and the parent or legal guardian is divorced or separated, the parent is required to provide a copy of the Court Order and/or Custody Agreement that grants the parent or legal guardian authority to consent to mental health services. Failure to provide a copy of the Court Order or Custody Agreement will result in immediate termination of therapy.

Participation in therapy can result in a number of benefits, including improving relationships and resolving the concerns that led you to seek help. As a collaborative process, therapy requires your very active effort, honesty, and openness in order to achieve desired changes. You may also be contacted periodically by Brower Psychological Services to get feedback on the quality of services you are receiving. You may always request that Brower Psychological Services not contact you to receive feedback on the quality of services you receive.

The process of engaging in therapy can result in your experiencing considerable emotional discomfort. Your therapist may challenge your perceptions or propose ways of handling situations that can cause you to feel some distress. Attempting to resolve therapeutic issues may result in changes that were not originally intended. Therapy may also result in decisions about making changes that may be positive for one family member but could be viewed negatively by another. Change will sometimes be easy and swift; other times it will be slow and even frustrating. There is no guarantee that therapy will yield the intended results. At all times, it is <u>your decision</u> whether to pursue the suggestions made by your primary therapist. It is always your responsibility, not your therapist's, to make decisions regarding relationships such as cohabitation, marriage, divorce, separation, reconciliation, custody, etc.

You are entitled by law to receive information about the methods of therapy, the techniques used, the duration of therapy, if known, and the fee structure. During the course of therapy, your therapist at Brower Psychological Services is likely to draw on various therapeutic approaches according, in part, to the problem that is being treated and the therapist's assessment of what will best benefit you. Within a reasonable period of time after the initiation of treatment, your therapist will be able to offer you some impressions of what your therapy will include. You should also make your own assessment about whether you feel comfortable working with your therapist. If you have any questions about the process of therapy, please let your therapist know directly.

The most common reason for ending therapy is that a client's concerns have been addressed. You are entitled to end therapy or seek a second opinion from another therapist at any time. Most clients find it helpful to have one or two sessions to bring closure to therapy and discuss the therapeutic process. These sessions can help prevent future problems. Therapy can also end when your challenges lie beyond the limits of your therapist's ability to help. If this becomes apparent to your therapist at any point, your therapist is legally required to refer, terminate, or consult, and will discuss this with you, offer you appropriate referrals, and end treatment.

By signing this document, you affirm your understanding that should you discontinue therapy for more than 60 days without written notice to BPS, your treatment will be considered "terminated." You may resume therapy any time after the 60-day period by communicating your decision to resume therapy services to BPS. This document may remain in effect should you resume therapy if one (1) year has not elapsed since your last session. However, you may be asked to re-sign this document or provide additional information to update your client records and/or sign new forms. "Discontinuing therapy" means that you have not had a session with your therapist for at least sixty (60) days.

# PART 2: DISCLOSURE STATEMENT (DEGREES, LICENSING, & OTHER CERTIFICATIONS)

**Dr. Jaime Brower**: <u>Degrees</u>: University of Denver, Doctorate in Clinical Psychology, 2004; University of Denver, Masters in Clinical Psychology with emphasis in Forensics, 2002; Buena Vista University, Iowa, Bachelor of Arts in Psychology and Political Science (double), 2000. <u>License</u>: Licensed Clinical Psychologist in Colorado, #3142; and Wyoming, #510. <u>Other Certifications</u>: ABPP Certified in Police and Public Safety Psychology, 2011; Colorado & Wyoming POST Certified Academy Instructor.

**Dr. Mary Ann B. Hewicker**: <u>Degrees</u>: University of Denver, Master of Arts in Clinical Social Work, 1996; University of Colorado, Bachelor of Arts in Psychology, 1994; <u>License</u>: Licensed Clinical Social Worker, State of Colorado #992025; Licensed Professional Counselor who has received her Doctorate in Clinical Psychology. <u>Other Certifications</u>: Licensed Emergency Psychiatric Social Work Clinician (LCSW).

**Dr. Karen Trevithick**: <u>Degrees</u>: Chicago School of Professional Psychology, Chicago, IL, Doctorate in Clinical Psychology, 2004 & Masters in Clinical Psychology, 1998; Brandeis University, Bachelor of Arts in Psychology, 1994; <u>License</u>: Licensed Clinical Psychologist in Colorado, PSY 3570; and Illinois, 071.00746, NPI 1881828838. <u>Other Certifications</u>: Certified Eating Disorders Specialist, 2010; Critical Incident Debriefing for Rescue Professionals, 2003.

**Dr. Elizabeth Christiaens**: <u>Degrees</u>: University of Denver, Doctorate in Clinical Psychology, 2017; University of Denver, Master of Arts in Forensic Psychology, 2013; University of Montana, Bachelor of Arts in Psychology, with a research emphasis, 2009. <u>License</u>: Licensed Clinical Psychologist in Colorado, #4890

**Tiffany Crist**: <u>Degrees</u>: Regis University, Denver, CO, Master of Arts in Marriage and Family Therapy, 2016; Acadia University, Nova Scotia, Canada, Bachelor of Arts in Spanish Language and Literature, 2004; <u>Permit</u>: MFTC.0013723. <u>Other Certifications</u>: EMDR Trained Therapist, NBCC ACEP Approval Number 6934, 2018, Level 1 Relational Life Therapy Therapist, 2015.

**Becky Edmonds**: <u>Degrees</u>: Regis University – Master of Arts in Family Therapy, Denver, CO, 2017. University of Phoenix – Bachelor of Science in Psychology, Denver, CO, 2014. <u>Permit</u>: MFTC.0013763.

**Rebekah Vint:** <u>Degrees</u>: Regis University, Colorado Springs, CO, Master of Arts in Clinical Mental Health Counseling, 2016; University of Phoenix, Phoenix, AZ, Master of Business Administration, General Business, 2007; Arizona State University, Tempe, AZ, Bachelor of Science in Exercise Science and Physical Education, 1996; Permit: LPCC.0017149. Other Certifications: National Certified Counselor ID:682878.

Anna Joseph: <u>Degrees:</u> University of Michigan, Ann Arbor, MI, Master of Social Work and Master of Public Health, 2015; Hampshire College, Amherst, MA, Bachelor of Arts, 2009 *License:* Licensed Clinical Social Worker in Colorado CSW.09925690; Registered

Psychotherapist in Colorado NLC.0106175

**Kevin Rice:** <u>Degrees:</u> Regis University - Master of Arts in Family Therapy, Denver, CO, 2019. Regis University - Child and Adolescent Play Therapy Certificate, Denver, CO, 2019. University of Colorado at Boulder - Bachelor of Arts in Psychology, Boulder, CO, 2013. *Permit:* MFTC.0013994.

**Dr. Donna Johnson**: <u>Degrees</u>: University of Rhode Island, Doctor of Philosophy in Clinical Psychology, 1996; University of Rhode Island, Master of Arts in Clinical Psychology, 1993; North Dakota State University, Bachelor of Arts in Psychology and English Education (double), 1989. <u>License</u>: Licensed Clinical Psychologist in Colorado, #4623

**Dr. Tiffany Lynch**: <u>Degrees</u>: University of Denver, Doctorate in Clinical Psychology, 2020; University of Denver, Masters of Arts in Forensic Psychology, 2016; University of Northern Colorado, Bachelor of Arts in Psychology. <u>License</u>: Licensed Professional Counselor State of Colorado LPC.0014786

#### Colorado Mental Health Statute

The information provided by clients during therapy sessions is legally confidential, except as provided in section 12-43-218 of the Colorado Mental Health Statue, and except for certain exceptions that are identified in our Confidentiality Form (see Part 4). 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, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202; <u>DORA MentalHealthBoard@state.co.us</u>. As stated previously, your primary therapist is solely responsible for both this disclosure statement and all therapeutic treatment provided to you. Any person who alleges that a mental professional has violated the licensing laws related to the maintenance of records of a client eighteen year 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. Pursuant to law, this practice will maintain records for a period of seven years commencing on the date of termination of services or on the date of last contact with the client, whichever is later.

Regulation of Psychotherapists in Colorado: The Colorado Department of Regulatory Agencies (DORA), Division of Professions and Occupations ("DOPO") has 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 agency within DORA that has responsibility specifically is the Mental Health Section, 1560 Broadway, Suite #1350, Denver, CO 80202, (303) 894-2291; DORA MentalHealthBoard@state.co.us. Specifically the State Board of Marriage and Family Therapist Examiners regulate Licensed Marriage and Family Therapists; the State Board of Social Work Examiners regulates Social Workers; and the State Board of Licensed Professional Counselor Examiners regulates Licensed Professional Counselors and all State Boards may be reached at the address listed above. Clients are encouraged, although not required, to resolve any grievances through our internal process. Levels of Regulation 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. The following are the requirements for each type of Mental Health Professional: 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 master's 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 master's degree in their profession and have two years of post-master's 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 the State'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.

### PART 3: OFFICE POLICIES

<u>Cancellation and No-Shows</u>: Since your appointments involve the reservation of time specifically for you, and out of respect for your therapist, a minimum of 24 hours notice is required for rescheduling or canceling an appointment, excluding

emergency situations. Repeated cancellations without the required 24 hours notice may result in the termination of therapy. Your therapy sessions may be paid for by the agency you are affiliated with or you are a private pay client. For all private pay clients, repeated cancellations without the required 24 hours notice and no shows may result in the termination of therapy. In addition, repeated late cancelations and no shows will be charged one half the private pay fee. Although BPS may send clients email, text, or phone call reminders about upcoming appointments, this is done as a courtesy and only if you consent to receive such communications. It remains your sole responsibility to keep track of and attend all scheduled therapy appointments, whether or not you receive the email, text or phone callreminder(s).

<u>Phone Contact:</u> It is BPS's policy to try to return all telephone messages by the following business day, although that may not always be possible. Our therapists check their messages a few times a day, though rarely during non-business hours. They may not be available to converse or check messages on weekends, holidays, and when they are out of town. Messages left during these times will be returned in a prompt manner when the therapist returns to work. BPS only provides non-emergency services by scheduled appointment.

<u>Texting/Messaging Policy</u>: Text messaging must be pre-arranged with your clinician. Clinicians may not read their text messages in a timely fashion and/or may not receive them. Never leave emergency information on a text message and if, for any reason, you don't hear back from your clinician, please follow up with a phone call. We do not use SMS or social networking sites for communication. These sites are not secure. Please know that by using text messaging, it is impossible for us to guarantee the confidentiality of the text messages. If you have information that you need to communicate to your clinician, please contact your clinician directly.

<u>Emergency Services</u>: Emergency services may be accessed by calling the main line (720)222-3400 and selecting option number 2, to contact the emergency services clinician on-call. Most emergency response is handled via phone. For life threatening emergencies, you are encouraged to go directly to the nearest emergency room.

<u>TeleHealth</u>: The first session you have with your clinician should be in person, although we know that this may not always be the case. Your clinician will help you schedule your TeleHealth session and will send you a secure link to the TeleHealth platform (Zoom). You will be required prior to your session to review and sign all informed consent documents and demonstrate proof of identity. The TeleHealth session will require that you ensure you have a secure WIFI or internet connection. You will also need to ensure, ahead of time, that you have a working webcam and audio on your device. You will be given an appointment date and time, as well as directions on how to connect remotely to your session. No recording, photography, or third parties are allowed as a part of this session. If for any reason you are not comfortable with participating in the session, you agree to expressly release J. Brower Psychological Services & Consulting, Inc. (and all psychologist evaluators) from any liability associated with unintended cyber security issues and/or difficulties with unsecured communications.

<u>Email Policy</u>: Please use discretion in deciding whether to communicate with your therapist via email. BPS cannot be held responsible for any information lost in transit or viewed by a third party. Email should *only* be used for brief, general questions (e.g., questions regarding billing or advance scheduling of appointments). Hence, therapeutic issues, emergencies, sensitive personal information, and cancellations should all be communicated to your therapist <u>only over the telephone or in person</u>. Although confidentiality cannot be guaranteed when using email communications, confidentiality will extend to information obtained through email communication.

Social Media Policy: Please do not request Brower Psychological Services to "like," "follow," "friend" you etc. via any social media site. Any such request will be denied to maintain professional boundaries. Do not use wall postings, @ or # replies, or other means of engaging with your therapist and/or BPS online, if you have an already established client/therapist relationship with a therapist at BPS. Engaging in this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. BPS may have a business Facebook Page, Blog, or other Business Social Media Account. There is no requirement that you "like" or "follow" BPS on social media. If you choose to "like," "follow," or post comments on BPS's social media accounts/blog, there is the chance that others will see your name associated with "liking" or "following" BPS. Any comments you post regarding therapeutic work between you and your therapist will be deleted as soon as possible after BPS becomes aware of such posts. By signing this form, 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.

<u>Litigation Limitations</u>: If you are involved in divorce/custody litigation, your therapist's role is <u>not</u> to make recommendations to the court concerning custody or parenting issues. The court can appoint professionals who have no prior relationship with family members to conduct an investigation or evaluation and to make recommendations to the court concerning parental responsibilities or parenting time in the best interest of your children.

<u>Electronic Records</u>: Brower Psychological Services may keep and store records for each client electronically on BPS's computers and some mobile devices. In order to maintain security, BPS employs the use of firewalls, antivirus software, passwords, and encryption methods to protect computers from unauthorized access. In addition, Brower Psychological Services may also use electronic backup or storing systems either by using external hard drives, thumb drives or similar methods, or on a cloud-based service. The cloud-based records system BPS uses is TheraNest.com. This is to help prevent the loss or damage of records.

## PART 4: CONFIDENTIALITY

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. Information disclosed to a licensed marriage and family therapist, a licensed social worker, a licensed professional counselor, a licensed to a social worker, a licensed professional counselor, a licensed to a cannot be forced to disclose the information without the client's consent. Information disclosed to a licensed marriage and family therapist, a licensed social worker, a licensed professional counselor, a licensed psychologist, a registered psychotherapist, or a certified/licensed addiction counselor 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.

Exceptions to this general rule of confidentiality are in C.R.S. § 12-43-218. Such situations in which the law requires disclosure include, but are not limited to the following:

- 1. Your therapist is required to report any suspected incident of child abuse or neglect to law enforcement and/or the appropriate agency.
- 2. Your therapist is required to report any suspected abuse or exploitation of an at-risk elder or the imminent risk of abuse of exploitation.
- 3. Your therapist is required to report any threat of imminent physical harm by a client, including the harm to a child, to law enforcement and to the person(s) threatened.
- 4. Your therapist is required to report if he/she determines you are a danger to yourself or others, including those identifiable by their association with a specific location or entity.
- 5. Your therapist is required to report any suspected threat to national security to federal officials.
- 6. Disclosure may be required pursuant to Court Orders. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the therapy records and/or testimony by your therapist.
- 7. Disclosure may be required during the course of supervision or consultation, the investigation of a complaint or civil suit filed against your therapist or BPS, or if otherwise ordered by a court of competent jurisdiction.
- 8. Your therapist will advise you of other situations where the law requires disclosure, should the situation arise. Provisions concerning disclosure of confidential communications do not apply to any delinquency or criminal proceedings, except as provided in C.R.S. §13-90-107

In accordance with Colorado Law (C.R.S. § 14-10-123.8), if therapy is provided for a minor child/children, parents or other guardians, who have been allocated parental responsibilities, shall not be denied the right to mental health treatment information concerning their minor children, unless the courts have restricted access to such information, or unless otherwise restricted by the rules and regulations of the state of Colorado. If you request treatment information from BPS,

your therapist may provide you with a treatment summary, in compliance with Colorado law and HIPAA standards. A fee of \$250/hr. will be charged for the time spent preparing such reports.

You agree, by signing this form, to keep your therapist informed of any proceedings or supplemental court orders and/or custody agreements that affect your parenting rights, custody arrangements, and decision-making authority. Failure to do so may result in termination of therapy.

If you see someone you know in the waiting room, please respect their confidentiality by not discussing their attendance of therapy with others.

Considering all the above exclusions, upon your written request Brower Psychological Services will release information to any agency/person you specify unless your therapist and/or BPS concludes that releasing such information might be harmful. Records will only be released to outside parties when BPS is authorized to do so, in writing, by every member of the couple/family in treatment legally able to execute a waiver.

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 Colorado law as described in this form and the "Notice of Privacy Policies and Practices and Compliance with HIPAA Regarding Confidentiality of Client Records and Dissemination of Information." Consistent with HIPAA guidelines authorization for release and consent for treatment will be automatically revoked one year after the signing date. You acknowledge that you have received Brower Psychological Services' Notice of Privacy Policies and Practices and Compliance with HIPAA Regarding Confidentiality of Client Records and Dissemination of Information.

<u>My signature below</u> affirms my informed and voluntary consent to enter therapy (and/or have my child/children enter therapy), and that I have read and understand the nature of confidentiality in therapy as set forth above. I affirm that prior to becoming a client of Brower Psychological Services, I was given sufficient information to understand the nature of therapy, including the possible risks and benefits. I understand and agree to abide by the office policies and procedures listed above. I have had an opportunity to ask questions and have had my questions answered satisfactorily. I acknowledge that I have read the preceding information. I understand that I have full access to this form online at <u>browerpsychological.com</u>. I acknowledge that if I wish to have a copy of the signed document, I may request one at any time. Such requests shall be submitted in writing. I understand that I can ask questions and raise concerns about the treatment at any time. I also understand that I may terminate therapy at any time by providing written notice to Brower Psychological Services. Therapy shall be terminated upon receipt of my written notice.

Printed Name	Date	Printed Name	Date
Client Signature	Date	Client Signature	Date
	Date	Signature of Guardian(s) if Minor Client(s)	Date
Clinician Printed Name	Date	Clinician Signature	Date