## MARIAN SALLEY LCSW, LAC, CGP, ACS LCSW CA # 100609; CO # 9923757; MT # 36955; OK # 6733 LAC CO # 1041 CGP # 58884 ACS # 2823 EMDRIA Certified EMDR Therapist 2299 Pearl Street, Suite 400 F Boulder, CO 80302 marian@mariansalley.com 303.859.2611

### **Disclosure Statement of Informed Consent**

#### Practice Regulation in the states of Colorado, California, Montana & Oklahoma:

I practice in accordance with the practice regulations of the state of Colorado, which meet or exceed the practice regulations of California, Montana and Oklahoma. Additionally, I practice in accordance with the National Association of Social Workers' (NASW) and National Association for Alcoholism and Drug Abuse Counselors' (NAADAC) ethical standards of practice.

The Mental Health Licensing Section of the Division of Registrations for Colorado regulates the practice of licensed or registered persons in the field of psychotherapy and requires that clients be apprised of the information provided herein. While the Board of Social Work Examiners further regulates the practice of social work, any questions, concerns, or complaints regarding the practice of mental health may be directed to:

Colorado Department of Regulatory Agencies, Mental Health Section 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 894-7800.

Levels of regulation of mental health professionals in Colorado include licensing (requires minimum education, experience, and examination qualifications), certification (requires minimum training, experience, and for certain levels, examination qualifications), and registration (does not require minimum education, experience, or training.) All levels of regulation require passing a jurisprudence take-home examination.

As to the regulatory requirements applicable to mental health professionals:

\*Unlicensed 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.

\*Certified Addiction Technician must be a high school graduate, complete required training hours, pass the National Certified Addiction Counselor Exam, Level I or an equivalent exam, and complete 1,000 hours of supervised experience. \*A Certified Addiction Specialist must have a bachelor's degree or higher in substance abuse/behavioral health, complete additional required training hours, pass the National Certified Addiction Counselor Exam, Level II or an equivalent exam and complete 2,000 hours of supervised experience.

# \*Licensed Addiction Counselor (LAC) must have a clinical master's or doctorate degree, pass the Master Addiction Counselor Exam or an equivalent exam, and complete 3,000 of supervised experience.

\*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 (LCSW), 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.

*Education and Training:* I am a Licensed Clinical Social Worker (LCSW) in California, Colorado, Montana, and Oklahoma as well as a Licensed Addiction Counselor (LAC) in Colorado, holding a Masters of Social Work (MSW) conferred to me by Smith College School for Social Work in 2021. As well, I am an Approved Clinical Supervisor (ACS), a Certified Group Psychotherapist (CGP) and EMDRIA Certified Eye Movement and Desensitization and Reprocessing (EMDR) Therapist.

*Confidentiality:* Generally speaking, information shared between the client and therapist during therapy sessions is legally confidential and cannot be released without the client's consent. However, there are exceptions to this confidentiality, some of which are listed in section 12-245-220 of the Colorado Revised Statutes and the HIPPA Notice you were provided, as well as other exceptions in Colorado and Federal law. For example:

1. I am required to report information regarding suspected child and elder abuse to authorities;

2. I am required to report information regarding a client's intent to self-harm to authorities.

3. I am required to report a client's intent to harm a specific person or persons, including those associated with a specific location or entity, to authorities as well as to notify the person or persons in danger of harm or a responsible party of the location or entity threatened.

5. I may be obligated to testify in the event that I am subpoenaed by a court of law.

If a legal exception arises during therapy, if feasible, you will be informed accordingly.

*Sexual Intimacy:* In a professional relationship such as ours, sexual intimacy is never appropriate. If such intimacy were to occur it should be reported to the board that licenses, registers, or certifies the licensee, registrant or certificate holder.

*Records:* Your records are maintained in accordance with Colorado law and will be destroyed seven years after our last contact.

*Cancellation Policy:* 48-hour notice is required for cancellation without charge except in the instance of group therapy. In the instance of group therapy, payment is required regardless of attendance and the cancellation policy does not apply.

**Payment & Fees:** Fees are determined by the service provided and, along with any changes in fee or payment structure, are fully disclosed at the beginning and during the course of treatment. Services such as phone, email, and text exchanges for purposes other than scheduling outside of the therapy session, are billed at the pro-rated quarter-hour rate of your service fee. Payment is required at time of service. I accept IVYPay, personal check or cash as payment. Upon your request, I will provide you with a receipt for your payment/s in the form of a superbill.

*Insurance:* I do not accept insurance. However, upon your request and in the case that your policy allows for out-ofnetwork reimbursement, I will provide you with a superbill, which includes a diagnosis, for you to submit to your insurance.

*Release of Information:* Should I request, releases for exchange of information are required for any and all mental health or medical providers.

**Duration of Treatment and Diagnosis:** Treatment duration is particular to each client and is not fixed. As such, treatment progress will be discussed throughout the course of treatment as a part of the treatment itself. Similarly, diagnosis is not fixed and will be discussed as is relevant to treatment or in the case that it is required for insurance purposes.

## Risks and Benefits of Psychotherapy:

Risks and Benefits of Psychotherapy: All therapists are ethically bound to inform you that there are potential risks associated with psychotherapy. Occasionally people may report feeling worse as therapy progresses; especially as unresolved or repressed issues are identified. Therapy may bring up old memories, buried thoughts or feelings, and the pain associated with them. Couples or family therapy may increase tension or conflicts between people as each begins to be more open about their feelings or dissatisfactions. It is important that you tell your therapist whenever this happens. You have the right to discontinue or change any therapy that you feel is harmful or ineffective. Your therapist will be able to explain the risks/benefits of any therapy they are recommending. There is no guarantee that therapy will be effective, or that it will help you achieve all of your goals.

*Client Rights:* At your request, you are entitled to receive information from me about my methods of therapy, the techniques I use, the duration of your therapy as knowable by me, and my fee structure. You are also entitled to seek an alternative opinion from another therapist or terminate therapy at any time.

*Emergency Availability:* Though I will return appropriate communication within a timely period and will notify you of extended periods of absence as well as provide contact information for a back-up therapist, I am not available for emergencies. Please call 911 or visit your local emergency room should you find yourself in need of immediate services. Please notify me once the appropriate actions have been taken on your behalf.

OI welcome any questions or comments you may have regarding this disclosure, your therapy, or my therapeutic approach.

I have read the preceding information, and I understand my rights as a client or as the client's responsible party and consent to the terms herein.

Client's Printed Name

Client's or Responsible Party's Signature

Date

If signed by Responsible Party, please state relationship to client as authority to consent.