



Kelly Coté, LPC, LAC
Psychotherapist, EMDR Trained

9220 Teddy Lane, Suite 1000 C
Lone Tree, CO 80124

Informed Consent, Treatment Agreement, and HIPPA Rights

Welcome to my practice and thank you for choosing Evolve Counseling, LLC. This document contains important information about my professional services, business policies, and your rights as a client so please read carefully. When signed this document is an agreement between us so it is important to explore any questions or concerns at our first meeting.

Professional Background:

I am a Licensed Professional Counseling (LPC.0012532) and a Licensed Addiction Counselor (ACD.0000736) in the State of Colorado. I earned my Bachelor's degree in Psychology from Metropolitan State University and my Master's degree in Clinical Mental Health Counseling from Argosy University Denver. I am a member of and subscribe to the code of ethics for both the American Counseling Association and the National Association of Alcoholism and Drug Abuse Counselors (NAADAC). I have been passionate about helping others as long as I can remember. My career in the field began in a residential substance use treatment program for women. My passion continued to grow from there. I am now invested full time in providing individual and group therapy services in private practice.

Over the years, I have held many jobs and internships in the field. As previously mentioned I started out working at a residential substance use treatment facility for pregnant women. From there I completed an internship at Excelsior Youth Center, where I worked with adolescent girls who had a wide range of challenges, including substance use, trauma, abuse, and neglect. I went on to work for the STAR Program at Urban Peak and worked with young adults with co-occurring mental health and substance use disorders that were experiencing homelessness. After Urban Peak, I went to work at Jefferson Center for Mental Health, where I provided individual group therapy to adults with co-occurring disorders. I have volunteer experience with Tennyson Center for Children and the Boys and Girl Club of America. Additionally, I have experience with perinatal loss. I am also trained in EMDR. As a professional, I have had many roles as a professional counselor and addiction counselor- typically as a case manager, advocate, clinician, or a mixture of all of the above. My continued training has taken place in the form of classes, workshops, conferences, webinars, and personal research.

Case Consultation and Supervision:

As an LPC and LAC I often participate in ongoing case consultation in order to ensure I am meeting best practices as well as your needs as a client. Specifically, as an EMDR Trained Therapist I believe in the importance of ongoing consultation. I receive individual consultation from Rebecca Wilson, LPC. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential.

Therapeutic Approach:

My career path has provided me with a variety of experiences and I am comfortable addressing all kinds of life issues big and small. I believe that as humans we all possess inner strength to heal- sometimes we need some guidance along the way. I utilize a variety of modalities depending on client need. Some of the modalities I utilize include Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), Psychodynamic, Eye Movement Desensitization and Reprocessing (EMDR), Narrative, Solution Focused, Motivational Interviewing, and Mindfulness techniques. I have additional training and experience in areas such as Trauma, Attachment, Addictions, Panic, and the Criminal Justice System. Our time together can be spent in a variety of ways-together we can decide what to explore. We can spend time processing your thoughts and emotions, working on coping skills, building resiliency, working through deeper life issues or trauma, or challenging and reframing negative self talk, just to name a few. I believe the therapeutic relationship is key and provide a safe collaborative space for you to grow.

The Counseling Process:

Sessions are generally scheduled for 50-minute periods. Length and frequency of sessions can be increased or decreased to adequately reflect your needs. During our phone consultation and/or our first meeting we will discuss what brings you into therapy, go over paperwork and questions, and determine together if we are a good fit. Therapy is a relationship like any other and it is important that you feel heard, understood, and accepted.

Referrals:

If you ever have concerns about your progress or your overall counseling experience, please speak with me so we can resolve any issues and ensure you are getting what you want and need out of this process. If you decide that you no longer want to work with me, I can assist you (if needed) in finding another therapist that is a better fit for your personal preferences.

Messages, Phone Calls, Emails and Emergencies:

The nature of my psychotherapy services are strictly outpatient and I cannot assume responsibility for your day-to-day functioning. If your needs rise above this level of care or your issues are outside my areas of competency I am legally bound to refer you to another therapist, level of care and/or terminate our therapeutic relationship.

It is important for you to be aware that electronic communication via email and text message is not secure and can be accessed by unauthorized people and as a result, the privacy and confidentiality of such communications can be compromised. In addition, faxes can easily be sent to the wrong address. I urge you to not send sensitive information via these mediums. Please note that the main business number for Evolve Counseling, LLC is a cell phone.

I am not always immediately available on the phone, as I do not answer when I am meeting with another client. Feel free to leave me a voicemail. Every effort will be made to return your call the same day with the exception of weekends and holidays. However, it may take up to 24-48 hours. If it is an emergency and you cannot reach me, please go to your nearest emergency room or walk in center, dial 911, or call the 24-hour crisis line at: 844-493-8255. See emergency numbers list for more numbers you can call in an emergency.

I encourage you to reach out to me via phone between sessions if something urgent arises. I do not charge for phone calls under 20 minutes, however if the call lasts longer than that and is clinical in nature it qualifies as a therapy session. You may be charged on a pro-rated basis of our session fee.

Fee Structure and Cancellation Policy:

My fee for a 50-minute therapy session is \$125, 90-minute sessions are \$190. Fees can be paid by cash, checks, or credit card. You can use Flexible Spending Accounts (FSAs) or Health Savings Accounts (HSA). All cash or check payments are due on the day of service, please have your cash or pre-written check ready prior to the beginning of our session. Please make checks payable to Evolve Counseling, LLC. If you end therapy with an unpaid balance and do not make arrangements to settle the bill, your account may be turned over to a collection agency. Any costs incurred in the collection are your responsibility. There is a \$25 fee for bounced checks. If paying by credit card it will be kept on file within an encrypted third party billing system and you will typically be charged the week of our session. We can arrange another time frame for credit card billing cycle if needed. Additionally, I charge a pro-rated fee to complete any paperwork outside of our sessions.

Once a session is scheduled, that time is reserved for you. I also understand that life happens. **If you need to cancel your session with me, please contact me at least 24 hours in advance by phone or email. If notice is not given in this manner and you miss an appointment, you will be charged in FULL for the session that was scheduled.**

Court Proceeding:

Our preference is not to take time away from clients to appear in court. However, if there is a situation that requires our involvement, you will be charged a minimum of \$1500 for a half day (around \$250/hour), and \$2500 for the entire day. A subpoena means that you have agreed to these court costs, which are due prior to the set court date. Also, we require a one month notice to prepare and make adequate arrangements for already scheduled clients, since court appearances entail extensive time.

Please note you will also be responsible for any attorney's fees incurred in the process, including our own needed consultation to ensure proper protection.

Insurance:

I currently am in-network with Cigna and United Health Care/Optum. If I do not take your insurance and you would like to utilize your out-of-network benefits, I am able to provide you with a statement so you can file with your insurance company for reimbursement. It is important for you to contact your insurance company prior to our first meeting to discuss if reimbursement will be covered. Some insurance companies will reimburse you for all or only part of the fees for counseling. I can provide you with a list of common questions to ask your insurance company if desired.

Third Party Billing:

I do accept payment from Victims Compensation and certain EAP programs. Since payment in this manner requires payment from a third party, understand that they will require certain treatment related information. By requesting to use these third party payor sources you understand that Evolve Counseling, LLC has permission to communicate with these third parties for billing purposes. This type of communication is permissible by HIPPA Regulations.

Records Retention:

Any person who alleges that a mental health professional has violated the licensing laws related to the maintenance of records of a client eighteen years 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 the date of the termination of services or on the date of last contact with the client, whichever is later. When the client is a child, the records must be retained for a period of seven years commencing either upon the last day of treatment or when the child reaches eighteen years of age, whichever comes later, but in no event shall records be kept for more than twelve years.

Other Professional Services Related to your Record:

The laws of Colorado and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, under certain circumstances they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I strongly recommend that you review them in my presence so that we can discuss the contents. Written reports, phone calls, summaries, assessments, etc. requested by insurance companies, schools, employers, social services or other similar entities will also be charged at our agreed upon session fee, prorated for time spent in responding to information requests.

If you would like me to consult with another health care provider (such as a Primary Care Physician, Psychiatrist, etc.) in order to support your care, then you will need to sign a Consent for Release or Authorization of Information. A Release or Authorization is valid for two years from date of signature unless otherwise specified. It can be revoked at any time you like with your written notice.

Privacy/Confidentiality Practices:

Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in section 12-43-218 of the Colorado Revised Statutes and the HIPAA Notice of Privacy Rights you were provided as well as other exceptions in Colorado and Federal law. Some of these exceptions are listed below. For example, mental health professionals are required to report child abuse to authorities. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

State and Federal laws require that your records are kept private. Such laws require that we provide you with this notice informing you of our privacy of information policies, your rights, and our duties. We are required to abide by these policies until replaced or revised. We have the right to revise our privacy policies for all medical records, including records kept before policy changes were made. Any changes in this notice will be made available upon request before changes take place.

The contents of material disclosed to us in an evaluation, intake, or counseling session are covered by the law as private information. We respect the privacy of the information you provide us and we abide by ethical and legal requirements of confidentiality and privacy of records.

Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian or personal representative. It is the policy of this practice not to release any information about a client without a signed release of information except in certain emergency situations or exceptions in which client information can be disclosed to others without written consent. Some of these situations are noted below, and there may be other provisions provided by legal requirements.

Duty to Warn and Protect: If a client discloses intentions or a plan to harm another person or persons, the health care professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Public Safety: Health records may be released for the public interest and safety for public health activities, judicial and administrative proceedings, law enforcement purposes, serious threats to public safety, essential government functions, military, or when complying with worker's compensation laws.

Abuse: If a client states or suggests that he or she is abusing a child or vulnerable adult, or has recently abused a child or vulnerable adult, or a child (or vulnerable adult) is in danger of abuse, the health care professional is required to report this information to the appropriate social service and/or legal authorities. If a client is the victim of abuse, neglect, violence, or a crime victim, and their safety appears to be at risk, we may share this information with law enforcement officials to help prevent future occurrences and capture the perpetrator.

Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

In the Event of a Client's Death: In the event of a client's death, the spouse or parents of a deceased client have a right to access their child's or spouse's records.

State of Colorado Information:

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Professions and Occupations. For questions and complaints the Board of Licensed Professional Counselor Examiners and/or The Board of Addiction Counselor Examiners can be reached at:

1560 Broadway, Suite 1350
Denver, Colorado 80202
303.894.7800.

As to the regulatory requirements applicable to mental health professionals:

- 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.
- 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-masters supervision.**
- A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision.

You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of your therapy (if known), and the fee structure. You can 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.

Legal Issues:

It is in your best interest to inform me of any litigation, dispute with an employer, or separation or divorce issues you may have. Often, mental health records are subpoenaed when litigation is involved. It is my practice to not release records unless there is a court order signed by a judge saying that I must do so by law except in the cases of limits listed in the paragraph above. If I am asked to participate in a legal action, I reserve the right to consult my attorney and will disclose information related to our work together and your case.

Conclusion and Agreement to Treatment:

I have read the preceding information and I understand my rights as a client. I was able to ask and have answered any questions about this agreement that came up. I agree to abide by all terms of this agreement during our professional relationship. I was given the opportunity for a copy of this agreement as well as the Notice of Privacy Practices. By signing this agreement, I consent to enter into treatment with Kelly Coté, LPC, LAC and take responsibility for payment of this service.

Printed Client's Name

Date of Birth

Client's Signature or Legal Guardian (if under 15 years old)

Date

Signature of Therapist, Kelly Coté, LPC, LAC

Date

Client Received Copy: _____

Client Refused Copy: _____

HIPAA Received: _____

HIPAA Refused: _____

Fee: _____

Cash/Check/CC: _____

Billing Cycle: _____

Insurance: _____

