



Agreement for counseling services with Linda J. Abalos, MS, LPC, NCC, DCC

INTRODUCTION & WELCOME!

As your counselor of choice, it is my intention to ensure that you have adequate information to make an informed decision about your mental health treatment. As a counseling client, and as a consumer, you have certain rights; therefore, this document will serve as full disclosure, to the best of my ability, of all information you will need to make the best choice for your care. As a client, you may revoke your consent to treatment at any time, including the release of confidential information and/or any disclosures you are requested to sign.

Everyone 18 or older must sign a disclosure statement. This Informed Consent & Disclosure Statement contains the policies, procedures, and credentials of Let's Talk Counseling Services and is HIPAA compliant. No medical or psychotherapeutic information, or any other identifiable information, will be released without your written permission unless mandated by Colorado Law, and/or your situation falls under one of the legal exceptions as described in this document.

The Colorado Department of Regulatory Agencies (DORA) has the 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, Registered Psychotherapists. The agency within DORA that has responsibility specifically is the Mental Health Section, 1560 Broadway, Suite 1350, Denver, CO, 80202, (303) 894-7800.

MY CREDENTIALS & TRAINING

Let's Talk Counseling Services is a private practice owned and operated by Linda J. Abalos.

1. Graduated from the University of Nebraska at Omaha with a Masters Degree in Community Counseling in 2009.
2. Graduated from the University of Nebraska at Omaha with a Bachelors Degree in General Studies with an emphasis in Gerontology, Psychology & Religion in 2004.
3. I am a Licensed Professional Counselor (LPC 0011193) in the State of Colorado and am a Professional Member of the American Counseling Association (ACA).
4. Certified in the Specialization of Gerontology through UNO in 2003.
5. Nationally Certified Counselor (NCC #253167) through the National Board for Certified Counselors in 2009.



6. Certified as a Distance Credentialed Counselor (DCC #824) through CCE/Ready Minds in 2009.
7. Certified as a Grief Recovery Specialist through the Grief Recovery Institute in 2008.
8. Trained & tested to provide Animal Assisted Therapy, along with my shelties, Mocha Reina or Patches, through Professional Therapy Dogs of Colorado in 2012.
9. Completion of the Animals and Human Health Certification Program through the University of Denver, Graduate School of Social Work in 2016.

THE PROCESS OF COUNSELING/EVALUATION

Participation in counseling can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek counseling. Working toward these benefits requires effort on your part. Counseling requires your very active involvement, honesty and openness in order to change your thoughts, feelings and/or behavior. I will ask for your feedback and views on your counseling, its progress and other aspects of the counseling and I will expect you to respond openly and honestly.

Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or counseling, remembering or talking about unpleasant events, feelings or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to counseling in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended.

Counseling may result in decisions about changing behaviors, employment, substance use, schooling, housing or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes happen quickly, but more often it will take time and patience on your part. There is no guarantee that counseling will yield positive or intended results. During the course of counseling, I will utilize various therapeutic approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include but are not limited to behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family) or psycho-educational.



DISCUSSION OF TREATMENT PLAN

During the first session and throughout this process, we will discuss your understanding of the problem, treatment plan, therapeutic objectives and your view of the possible outcomes of treatment. If you have unanswered questions about any of the procedures used in the course of your counseling, their possible risks, and my expertise in employing them or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

DUAL RELATIONSHIPS

Not all dual relationships are unethical or avoidable. However, sexual involvement between Counselor and client is never part of the counseling process, nor are any other actions or dual relationship situations that might impair my objectivity, clinical judgment, or therapeutic effectiveness or that could be exploitative in nature. In addition, I will never acknowledge working therapeutically with anyone without his/her written permission. In some instances, even with permission, I will preserve the integrity of our working relationship. For this reason I will not accept any invitations via social networking sites nor will I respond to blogs written by clients or accept comments on my blog from clients.

TERMINATION

During the initial intake process and the first couple of sessions, I will assess if I can be of benefit to you. If you have requested online counseling, my assessment will include your suitability to counseling delivered via technology. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals that you may contact. If at any point during psychotherapy, I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you, up to and including termination of treatment. In such a case, I would give you a number of referrals that may be of help to you. If you request and authorize in writing, I will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified and, if I have your written consent, will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.



PRIVACY & CONFIDENTIALITY

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. Likewise, you are expected to keep our communications confidential and you understand that all records of communication between client and counselor remain the property of Linda J. Abalos. Most of the provisions explaining when the law requires disclosure were described to you in the "Limits of Confidentiality" that you received with this form.

When Disclosure Is Required By Law: Some of the circumstances in which disclosure is required by the law include 1) when there is a reasonable suspicion of child, dependent or elder abuse or neglect; 2) when a client presents a danger to self, to others, to property or is gravely disabled (for more details see also Limits of Confidentiality form).

When Disclosure May be required: Disclosure may be required pursuant to a legal proceeding. If you are involved in a custody dispute or if you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. In couples and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment or unless compelled to do so by law or a valid court order.

Harm to Self or Others: If there is an emergency during our work together or in the future after termination I become concerned about your personal safety, the possibility of you injuring someone else or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact law enforcement, hospital or an emergency contact whose name you have provided.

Confidentiality of E-mail and Chat, Cell Phone and Fax Communication: Therapeutic email and chat exchanges are delivered via HushMail. You agree to work with me online using HushMail or another encrypted email/chat service determined to be suitable by Linda J. Abalos. If you choose to email me from your personal email account, please limit the contents to housekeeping issues such as cancellation or change



in contact information. I will not respond to personal and clinical concerns via regular email. If you call me, please be aware that unless we are both on land line phones, the conversation is not confidential. Likewise, text messages are not confidential. If you send a fax to me, access to my fax line is secure. Any computer files referencing our communication are maintained using secure and encrypted measures. If you wish to use email as a way to “journal” information between sessions, you understand that I may not have the opportunity to review your journal emails until our next scheduled session. You understand that emails between sessions that contain confidential information will be sent utilizing encryption.

I make every effort to keep all information confidential. Likewise, if we are working online together, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends. I encourage you to only communicate through a computer that you know is safe, i.e. wherein confidentiality can be ensured. Be sure to fully exit all online counseling sessions and emails. If we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. If reconnection is not possible, email to schedule a new session time.

SPECIAL CONSIDERATIONS IN DISTANCE COUNSELING (when applicable):

- The computer and all data has potential to contain confidential information;
- Be mindful of leaving a computer window open and moving away from the screen;
- Consider who may have (whether authorized or not) access to your information;
- Be aware of the possibility of key logging software, which can be used with or without your knowledge;
- It is recommended *not* to put your counselor’s e-mail in your address book so that you are less likely to accidentally send confidential information to the wrong person;
- E-mail is *not* typically confidential. The exception to this is when e-mail is sent / received through HIPAA-compliant platforms like Hushmail. Many other **programs or applications** may not be HIPAA compliant.
- Verbatim correspondence from client-counselor interactions should not be revealed publicly. However, it’s important to note that within the context of distance counseling, this possibility does exist. As an example, consider that a counseling e-mail could end up in a **Facebook** post if accessed by an unauthorized party.



Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

NOTE: Except in the case of information given to a licensed psychologist, legal confidentiality does not apply in a criminal or delinquency proceeding. There are other exceptions as well, such as threats to national security under the federal Patriot Act, which will be identified to you should any situations arise during therapy.

* Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES

Please keep in mind that as a counselor, I usually only provide non-emergency counseling services by scheduled appointment. However, if you need to speak with me between sessions to alert me of an emergency, please call 970-888-1113. Your call will be returned as soon as possible. Messages are checked daily (but never during the night time). Messages are checked less frequently on weekends and holidays. If an emergency situation arises that requires immediate attention, you may call the emergency National Suicide Hotline at 800-784-2433 or dial 911. If a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911 or go to a hospital emergency room.

PAYMENTS

Session payments via credit or debit card can be processed through PayPal at this time. Sessions are generally purchased in 30 and 60 minute increments. Therapeutic email exchanges can be purchased one at a time or as a package. Currently I accept Colorado Access Behavioral Care and Aetna insurance benefits and can bill for services electronically.

FEES

Current rates for counseling services are posted on my website.



MEDIATION & ARBITRATION

All disputes arising out of or in relation to this agreement to provide counseling services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of Linda J. Abalos, LPC and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association that are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

CANCELLATION

Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification.

You as the client understand that phone and email sessions have limitations compared to in-person sessions, among those being the lack of "personal" face-to-face interactions, the lack of visual and audio cues in the therapy process, and the fact that most insurance companies will not cover this type of therapy. You understand that telephone/online counseling with me is not a substitute for medication under the care of a psychiatrist or doctor. You understand that online and telephone counseling is not appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts. As stated previously, if a life-threatening crisis should occur, you agree to contact a crisis hotline, call 911, or go to a hospital emergency room. You also understand that I follow the laws and professional regulations of the State of Colorado (USA) and the psychotherapy treatment will be considered to take place in the State of Colorado (USA). Client video conferencing sessions may be offered through Skype, but the client should note that confidentiality cannot be guaranteed in light of the various environments in which the client may choose to access the service. This Clinician will make every effort to provide the most confidential environment possible when engaging clients in this manner.



Your signature below indicates that you have reviewed the information available on my website and have read and understand this Informed Consent, Disclosure Statement, and HIPAA Regulations/exceptions.

Signature

Date

We will discuss this Informed Consent during our first session. If our sessions are scheduled online please fax this page (only) with your signature. FAX: 970-797-1813.