MANDATORY DISCLOSURE STATEMENT/ INFORMED CONSENT

Amplitude Counseling, LLC

Kenneth A Thresher, M.A., Licensed Professional Counselor (LPC.0018210),

National Certified Counselor (NCC)

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**Counseling/ Clinical Background**

I currently work with all age populations, ranging from young children to older adults. I am passionate about the therapeutic setting, in that I believe therapy should be a place that holds genuineness, honesty, integrity, and unconditional positive regard at the forefront of every discussion. My primary therapeutic orientation strongly leans towards client- centered therapy. Client Centered Therapy was developed by Carl Rogers, emphasizing unconditional positive regard (complete acceptance of someone no matter what their history and presenting issues), genuineness (being real, truthful, and honest), and accurate empathy (understand and respond appropriately to clients throughout the therapeutic interaction). In most therapy sessions I will provide a brief assessment of your presenting issue (s) and synthesize an appropriate therapeutic intervention along side my client centered orientation. All of the interventions I use are empirically based and have substantial research with favorable results in the conclusions. The therapy that I would use would be very specific in making therapeutic gains and achieving goals that you have indicated you would like to achieve as a result of attending therapy.

As your therapist, I will listen to your story using a non- biased lens fully empowered by unconditional positive regard. Throughout our discussions I anticipate learning about your life experiences through your lens. I anticipate learning what has helped you feel better when you are suffering, including what your current and past support systems have been, and work with you to identify and use your strengths throughout everyday life. This type of therapy is one aspect of Cognitive Behavioral Therapy (CBT) that I often engage use. Some of the therapies that I enjoy using with clients include: existentialism, Gestalt, Rational Emotive Behavioral Therapy (REBT), Cognitive Behavioral Therapy (CBT), Solution- Focused Brief Therapy (SFBT), Motivational Interviewing (MI) or group work. When appropriate, I may use an assessment to give us a better understanding of what you are experiencing and help give guidance on how I can best serve you as your therapist. If you would like to learn more about these or any other therapeutic orientation and how they may apply to you, I would love to describe them more in detail.

Therapy can be considered an investment for both a client and their counselor. Research has shown that a strong and trusting therapeutic relationship is the single most greatest predictor for a successful treatment. Many individuals have reported increased satisfaction in life, improvement in relationships, and a higher quality of overall daily functioning as a result of attending therapy, but this cannot be guaranteed as a result of therapy. There are some risks in therapy that clients should be aware of. Some risks of therapy may be that therapy can elicit very strong emotions leading to discussions and feelings related to depression, anger, fear, sadness, loneliness, helplessness, or even intense feelings related to a past trauma. It is highly recommended that you weigh the benefits and detriments of discontinuing therapy once you have begun engaging in psychotherapy. In some circumstances, these moods and/ or emotions can be strong enough to consider including more professionals in our treatment together, such as a medical doctor and/ or specialist. On seldom occasion, a referral to a specialized mental health professional is necessary to ensure the best possible treatment is sought for you.

**Qualifications**

I am a Licensed Professional Counselor (LPC) in the state of Colorado. My Licensed Professional Counselor license number is (LPC.0018210)/(Exp.08/31/2023). This number has been issued by DORA (Colorado Department of Regulatory Agencies). My main goal as a counselor is to assist clients to simultaneously alleviate distress and build productive skills throughout therapy that will assist them in achieving long-term goals. I believe that clients should show measurable improvement as therapy progresses, indicated by increased strength, clear insight on self, family, community. I strongly advocate for a healthy perspective on social justice and empowerment, and decreased psychometric measurements that indicate distress, stress, suicidality, destructive patterns and/ or interactions with others, and any cognitive/ behavioral thought patterns that lead to distress and/ or biopsychosocial problems.

Ethical standards set by the American Counseling Association, Colorado Counseling Association, and Colorado Department of Regulatory Agencies along with federal and state laws legally require mental health professionals to ensure you are receiving the best possible treatment. As a part of complying to these ethical standards, I will occasionally refer some individuals to a physician, specialist, psychiatrist, psychologist, or other specialized mental health professional. These providers can expedite the therapeutic process in their expertise, allowing for dramatic improvement in a shorter time frame.

As an LPC, I am no longer required by DORA to attend supervision on regular basis as I was when a Licensed Professional Counselor Candidate. Being that this is my first year of licensure and my strong belief to provide you with the best possible treatment, I have elected to continue attending supervision with Dr. Gregory Elliot, LPC (LPC.0004443). Dr. Elliott is a qualified supervisor and Licensed Professional Counselor with extensive experience serving our community as a mental health provider. Dr. Elliott is passionate about assisting those he supervises, from my experience he guides those he supervises to be knowledgeable, effective, and ethical in the treatment clients receive. Supervision is designed and intended to focus on the efficacy of the current treatment plan and ensure therapy meets the rigorous standards professional counselor’s demand. Throughout supervision your case will be discussed as to what various interventions can be used and what the best possible treatment plan consist of using evidence-based interventions.

Colorado state law also requires that therapist clearly state and inform potential clients of their professional credentials, education, and training. I graduated in 2012 with a Bachelor of Arts degree (B.A.) from Colorado University at Boulder, majoring in psychology. In 2019, I graduated with a Master of Arts in Clinical Mental Health Counseling (M.A.) from Colorado Christian University in Lakewood, CO. I am a member of the American Counseling Association and have received credentials as a National Certified Counselor (NCC). I currently hold an LPC license through the Colorado Department of Regulatory Agencies (DORA), Division of Professions and Occupations: Kenneth A Thresher, Licensed Professional Counselor (LPCC.0018210)/(Exp.08/31/2023).

In order to comply with § 12-43-214(1)(b)(I), C.R.S, mental health professionals are required to include all of the following credentials in my Mandatory Disclosure Statement:

ADDC: Addiction Counselor Candidate is not required to pass jurisprudence exam and must hold a masters or doctorate degree in Behavioral Health Sciences. Permit is valid for 4 years.

ACA: Certified Addiction Technician is required to pass jurisprudence exam and must hold a high school diploma or GED and have 1,000 hours of supervised work experience in no less than 6 months and pass NAADA level 1 exam.

ACC: Certified Addiction Specialist is required to pass jurisprudence exam and must hold a clinical behavioral health Bachelor’s degree, have 2,000 hours of supervised work experience in no less than 12 months (may include experience gained/ used for ACA) and pass NAADAC level 2 exam.

ACD: Licensed Addiction Counselor is required to pass jurisprudence exam and must hold a clinical masters or doctorate degree, hold or meet requirements for ACC, have 3,000 hourse of clinical work experience and 2,000 hours supervised minimum, pass NAADA Master Addiction Counselor (MAC) exam.

MFP: Provisional Marriage and Family Therapist is not required to hold jurisprudence exam, must hold a masters or doctorate degree from COAMFTE approved program or equivalent and must be working under supervision of a licensed mental health professional in a residential childcare facility (RTC).

MFTC: Marriage and Family Therapist Candidate is not required to pass jurisprudence exam and must hold a masters or doctorate degree from COAMFTE approved program or equivalent, permit is valid for 4 years

MFT: Marriage and Family Therapist is required to pass jurisprudence exam and must hold a masters or doctorate degree from COAMFTE approved program or equivalent, must be supervised by AAMFT approved supervisor or LMFT in good standing, have post masters 2,000 hours of experience and 100 hours of supervision over minimum 24 months, or post doctorate 1,500 hours of experience and 75 hours of supervision of minimum 12 months.

LPP: Provisional Licensed Professional Counselor is not required to pass jurisprudence exam and must hold masters or doctorate degree from CACREP approved program or equivalent and must be working under supervision of a licensed mental health professional in a residential childcare facility (RTC)

LPCC: Licensed Professional Counselor Candidate is not required to pass jurisprudence exam and must hold a masters or doctorate degree from CACREP approved program or equivalent, permit valid for 4 years

LPC: Licensed Professional Counselor is required to pass jurisprudence exam and must hold a masters or doctorate degree from CACREP approved program or equivalent, must have 2,000 hours post degree experience over minimum of 24 months and have 100 hours supervision over minimum of 24 months.

SWP: Provisional Social Worker is not required to pass jurisprudence exam and must have a masters degree in social work from CSWE approved program and must be working under supervision of a licensed mental health professional in a residential childcare facility (RTC)

SWC: Clinical Social Worker Candidate is not required to pass jurisprudence exam and must hold masters in social work from CSWE approved program, permit valid for 4 years.

LSW: Licensed Social Worker is required to pass jurisprudence exam and must hold a masters degree from CSWE approved program and have a passing score on ASWB Master’s, Advanced or Clinical Exam.

CSW: Licensed Clinical Social Worker is must past the jurisprudence exam and hold a Master’s degree in Social work from CSWE approved program, must have 3,360 hours of post degree experience over a minimum of 24 months and have 96 post degree supervision hours over a minimum of 24 months.

PSP: Provisional Psychologist does not have to pass the jurisprudence exam and hold a doctorate degree from APA approved program or equivalent and must be working under supervision of a licensed mental health professional in a residential childcare facility.

PSYC: Licensed Psychologist Candidate does not have to pass the jurisprudence exam and must hold a doctorate degree from an APA approved program or equivalent, permit is valid for 4 years.

PSY: Licensed Psychologist must pass the jurisprudence exam and hold a doctorate degree from APA approved program or equivalent and complete 1,500 hours of post degree experience over a minimum of 12 months and 75 post degree supervision hours over a minimum of 12 months and earn a passing score on Examination for the Professional Practice of Psychology (EPPP)

*Colorado Department of Regulatory Agencies regulates all Licensed Professional Counselors:*

**I am a Licensed Professional Counselor:**

**Kenneth A Thresher, M.A., LPC, (LPC.0018210):**

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. Further, Licensed or registered persons in the field of psychotherapy must ensure information detailed throughout therapy is HIPAA compliant in accordance with Colorado state 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).

The Colorado Department of Regulatory Agencies: Division of Professions and Occupations regulates licenses and permits, any changes must be reported to the board that licensed, registers, or certifies the licensee, registrant, or certificate holder within 30 days.

**Confidentiality**

Law protects all of our communication as private (that is solely between you and I). This means that I cannot share the information disclosed by you to anyone without your permission. Confidentiality is mandated to be breached by federal and state law when harm to self is highly probable. Confidentiality is also mandated to be breached by federal and state law when someone reveals that harm is occurring to someone or is going to happen without question. A good example of this is child abuse or neglect. The laws and standards of a Mental Health Providers require that I keep documentation of your treatment, which is accessible to you upon request. Due to the professional language used in my documentation, I highly recommend that we review the records together, because some of the language can be misinterpreted. I will keep confidential anything you say as part of our counseling relationship, with the following exceptions: (a) you direct me in writing to disclose information to someone else, (b) it is determined you are a danger to yourself or others (including child or elder abuse), or (c) I am ordered by a court to disclose information.

If you are under eighteen years of age, the law may allow your parents to view your records. In circumstances that your parents will be viewing your records, I will strongly encourage them to receive general information about our treatment together.

My hourly fee may apply in some instances where I am to provide correspondence to legal personal (Lawyers, District Attorneys, Probation Officers, Parole Officers, Social Workers, Case Workers, Subpoenas, drive time to court, time in court, or appropriate personnel related to your case). In these circumstances my hourly rate is $300.

Information provided by a client during therapy sessions is legally confidential. Licensed marriage and family therapists, social workers, professional counselors, and psychologists; licensed or certified addiction counselors; and unlicensed psychotherapists must adhere to confidentiality, 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) except for certain legal exceptions that will be identified by the licensee, registrant, or certificate holder should any such situation arise during therapy. There are circumstances when law mandates mental health professionals to breach confidentiality. Confidentiality in therapy is legally required, described in detail throughout HIPAA (Health Insurance Portability and Accountability Act), except when one or more of the following exist: A.) **Duty to Warn and Protect**, B.) **Abuse of Children and Vulnerable Adults**, C.) **Prenatal Exposure to Controlled Substances**, D.) **Minors/ Guardianship**, E**.) Insurance Providers**. For the exception of the bold lettered limits of confidentiality, your name and details of the case will stay confidential between you, Dr. Elliott, and me, unless you sign a separate medical release form.

Clients who are 12 years of age or older will need to sign a disclosure statement. Any client 12 years of age or younger must have a legal guardian who has authority to consent to their mental health treatment of the minor child sign this a disclosure statement in order for me to engage in therapy. Clients who are between the ages of 12 and 15 years of age must have a legal guardian sign this disclosure prior to engaging in treatment. In the circumstance that an individual between 12 and 15 years is voluntarily seeking counseling without their parent’s knowledge or consent, only the individual seeking counseling will need to sign the disclosure. Individuals between 12 and 14 years of age seeking counseling without legal guardian consent will also need to sign a Voluntary Consent for Psychotherapeutic Services form.

**Session Fees, Length of Service, and Cancellation Policy**

My sessions are 50 minutes in length from the start of our scheduled time. The remaining 10 minutes of the hour I will use to write session notes, update treatment plans, and process necessary documentation related to your case. Documentation is important and helps ensure therapy is progressing and evolving. My hourly rate is $125 per hour, payment is due prior to beginning our therapy session. Methods of payment include cash, check, or credit card. I currently do not take insurance, if you feel necessary, you can submit a request for reimbursement directly with your insurance company.

If you cannot pay me, we can discuss a sliding scale fee, I want to ensure that you are able to receive ethical therapy that is inclusive of continuity of care. I will provide up to 2 sessions to you with a negative balance. If you do not notify me of changes in your income or contribute to your balance within 90 days of the last services provided, I may send your outstanding balance to a collection agency. I will make 2 attempts to notify you regarding a negative balance using your preferred method of contact.

As of January 1, 2022 Section 2799B-3 of the Public Health Service Act (PHS) protects against Surprise Medical Bills.

Your Rights and Protections Against Surprise Medical Bills

When you get emergency care or get treated by an out-of-network provider at an

in-network hospital or ambulatory surgical center, you are protected from

surprise billing or balance billing.

What is “balance billing” (sometimes called “surprise billing”)?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs,

such as a copayment, coinsurance, and/or a deductible. You may have other costs or have to

pay the entire bill if you see a provider or visit a health care facility that isn’t in your health

plan’s network.

“Out-of-network” describes providers and facilities that haven’t signed a contract with your

health plan. Out-of-network providers May be permitted to bill you for the difference between

what your plan agreed to pay and the full amount charged for a service. This is called “balance

billing” This amount is likely more than in-network costs for the same service and might not

count toward your annual out-of-pocket limit.

“Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is

involved in your care—like when you have an emergency or when you schedule a visit at an innetwork facility but are unexpectedly treated by an out-of-network provider.

You are protected from balance billing for:

Emergency services

If you have an emergency medical condition and get emergency services from an out-ofnetwork provider or facility, the most the provider or facility may bill you is your plan’s innetwork cost-sharing amount (such as copayments and coinsurance). You can’t be balance

billed for these emergency services. This includes services you may get after you’re in stable

condition, unless you give written consent and give up your protections not to be balanced

billed for these post-stabilization services.

[Insert plain language summary of any applicable state balance billing laws or requirements OR

state-developed model language as appropriate]

Certain services at an in-network hospital or ambulatory surgical center

When you get services from an in-network hospital or ambulatory surgical center, certain

providers there may be out-of-network. In these cases, the most those providers may bill you is

your plan’s in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers can’t balance bill you and may not ask you to give up your protections

not to be balance billed.

If you get other services at these in-network facilities, out-of-network providers can’t balance

bill you, unless you give written consent and give up your protections.

You’re never required to give up your protections from balance billing. You also

aren’t required to get care out-of-network. You can choose a provider or facility

in your plan’s network.

• You are only responsible for paying your share of the cost (like the copayments,

coinsurance, and deductibles that you would pay if the provider or facility was in-network).

Your health plan will pay out-of-network providers and facilities directly.

• Your health plan generally must:

o Cover emergency services without requiring you to get approval for services in

advance (prior authorization).

o Cover emergency services by out-of-network providers.

o Base what you owe the provider or facility (cost-sharing) on what it would pay an

in-network provider or facility and show that amount in your explanation of

benefits.

o Count any amount you pay for emergency services or out-of-network services

toward your deductible and out-of-pocket limit.

If you believe you’ve been wrongly billed, you may contact [applicable contact information for

entity responsible for enforcing the federal and/or state balance or surprise billing protection

laws].

Visit [website] for more information about your rights under federal law.

<https://www.cms.gov/files/document/model-disclosure-notice-patient-protections-against-surprise-billing-providers-facilities-health.pdf>

You are responsible for the appointments you schedule, if you are unable to attend please notify me at least 24 hours in advance. If you do not cancel your appointment 24 hours or more in advance, you will be charged my hourly rate of $125, unless such cancellation is due to illness or emergency.

In the circumstance that I cannot continue services due to incapacitation or death I have arranged for my files to be retained by Dr. Gregory Elliot, LPC, 2142 Lansing Ct., Aurora, CO, 80014, ph. 719-480-0330. Minimum standards required by law indicate that your files will be kept for 7 years from the point of discontinuation of therapy. If you desire to view your medical records at any time you are entitled to receive a copy within 15 business days of request or within 5 business days in my office, unless I believe that viewing these documents may lead you to harming yourself or others. I strongly encourage clients to review these documents in my presence because the clinical language used in the documents may be misinterpreted. Appropriate fees may apply for the time and materials needed to produce copies of your files or a file review. I cannot guarantee that information exchanged between text or email will be secure, as these methods of contact are sometimes accessed by unwanted third parties through various means.

Legal Services incurred on your behalf are charged at a higher rate including, but not limited to: attorney fees I may incur in preparing for or complying with the requested legal services, testimony related matters like case research, report writing, travel, depositions, actual testimony, cross examination time, and courtroom waiting time. The higher fee is $300.00 per hour.

**Use of Diagnosis**

Diagnosis is an important part of counseling and therapy. There are many perspectives on diagnosis, regardless, mental health professionals must have reasoning and evidence of any diagnosis given as well as the resulting treatment. Diagnosis often helps me understand what you are experiencing to a greater extent, and allows me to effectively document, research, and communicate to other professionals regarding your case. Many diagnoses are not permanent and can be resolved over time, especially with effective treatment. There are some diagnosis that have historically effected an individual throughout a lifespan, none-the-less, I believe that these individuals can find happiness and substantial relief from their condition.

**Complaints**

The Colorado Mental Health Practice Act is a legal document that you can access online describing the mental health profession as a whole and the body of professionals within such. Here you can get either a specific or general idea as a consumer of what you can expect from myself or any other mental health professional in Colorado. You have the right to refuse counseling from me at any time, for those who are court ordered, I will need to notify the correct judicial personnel of your refusal. Sexual Intimacy between a psychotherapist and a client is never appropriate. I will answer any questions that you may have relating to your rights as a client and my duties as a counselor. If for any reason, you feel that your rights have been violated or compromised during therapy or I have acted out of my scope of practice please contact Colorado Departments of Regulatory Agencies:

Colorado Department of Regulatory Agencies Mental Health Licensing Section

1560 Broadway, Suite 1340

Denver, CO 80202

(303)894-7766

www.dora.state.co.us

**Acceptance of Terms**

I have read the preceding information and understand my rights as a client or as the client’s responsible party.

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Last First Date

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Last First Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Last First Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Last First Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If signed by Responsible Party, please state relationship to client and authority to consent: