

Johanna Karasik, MA, MCJ, LPC, Certified ART Practitioner
DefiningPathCounseling.com - 720-295-2599 - johanna@definingpathcounseling.com
#1063, 5150 W 120th Ave. Suite 200, Westminster, CO 80020

Disclosure Statement

This document serves as an agreement between you (client) and Defining Path LLC/Johanna Karasik (therapist/counselor). I am required to inform you of this information. Please carefully review all provided documents and bring up any questions prior to and throughout our work together. **Sign the final page and keep a copy for your records.**

Your Rights as a Client The practice of both licensed and unlicensed persons in the field of psychotherapy is regulated by the State of Colorado. Any questions, concerns, or complaints regarding the practice of mental health may be directed to: Mental Health Grievance Board, 1560 Broadway, Suite 1340, Denver, Colorado 80202, (303) 894-7766. You are entitled to receive information about the methods and techniques of therapy I use, duration of therapy (if known), fee structure, and my degrees, credentials and licenses. You may seek a second opinion from another therapist or terminate therapy at any time. In a professional therapy relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant, or certificate holder.

Education, Training, & Credentials I am a Licensed Professional Counselor (LPC.0018512) in the state of Colorado and have completed a Master's Degree in Clinical Mental Health Counseling from Adams State University. I also have a Bachelors in Psychology from Colorado State University and a Masters in Criminal Justice from the University of Colorado Denver. I am the therapist and private practice owner of Defining Path LLC, which opened in May 2020. I am also a Certified Accelerated Resolution Therapy (ART) Practitioner (basic). Prior to my counseling career, I worked for many years in higher education student services which included crisis response, behavioral intervention, conflict resolution, identity development, diversity and inclusion advocacy, communication coaching, threat assessment, supervision and mentorship, and alcohol and other drug education and prevention. My other training experiences include trauma-focused care, Applied Suicide Intervention Skills Training (ASIST), suicide to Hope, case management, emotional intelligence, and advanced Motivational Interviewing (MI).

Theoretical Perspective I work from a strengths-based, trauma-informed, person-centered approach that integrates multiple counseling theories to best meet your needs. I collaborate with you to understand the struggles you face and how you can make the changes you desire. My work may incorporate theory and techniques from Accelerated Resolution Therapy (ART), motivational interviewing, cognitive behavioral, dialectical behavioral, solution focused, exposure and response prevention, humanistic, systems and other therapies. Together we will work to make positive changes in your life, working in a holistic manner that addresses the mind, body, emotions, and social environment.

Confidentiality All information provided to me by you in our professional relationship is confidential except in the following circumstances: (a) you sign a release of information for a specific individual or agency; (b) reasonable suspicion of child, dependent, or elder abuse or neglect; (c) you present a danger to yourself, others, or property, or you are gravely disabled; (d) subpoena or court order. At times I may seek professional supervision and/or consultation to aid in my growth as a therapist and to ensure ethical and beneficial services to clients. Supervisors and consultants are required to follow the same standards of confidentiality. In consultations particularly, identifying client information is not shared with the professional. Therapy sessions are not to be video or audio

recorded by the client nor counselor, unless explicitly discussed and agreed to in writing beforehand. Considering all of the above exclusions and extensions, 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.

Services, Fees and Payment Intakes and standard individual therapy sessions **\$156 for 60min.** This rate is the same across mediums and locations (in-person, video call, phone, etc.). Clients may arrange longer or shorter sessions by advanced request at the time of scheduling, charged on a prorated basis and depending on availability. This includes initial and/or ongoing Accelerated Resolution Therapy (ART) sessions for which its helpful to have more time (75-90min). See your Good Faith Estimate for specific session fees for alternate time lengths. Additional communications and related services will be charged on a prorated basis of the same hourly rate. This includes but is not limited to phone calls beyond scheduling an appointment, writing letters or reports for clients or third parties (e.g. insurance companies, physicians, employers, etc.), and coordinating care with other providers (e.g. prescribers, couples therapists).

Payment is due prior to service and may be made via credit, debit, HSA or FSA cards. Ivy Pay is used to process payment cards. Ivy Pay is HIPAA-compliant, stores credit card information for seven years, and does not share your card number directly with me. I require a payment card is kept on file (in Ivy Pay) to be used for teletherapy sessions, no shows, and late cancellations/reschedules. Clients do not download Ivy Pay as the app itself is for the therapist. Upon scheduling a first appointment, I will send you a text via Ivy Pay with a link for you to enter your card information and pay for the first session. This initial payment is required to reserve the appointment and is non-refundable. Subsequent sessions will be charged via Ivy Pay on the morning of the scheduled session and require no action from the client so long as the stored card is active. Clients may choose to pay for in person sessions (after the initial session) via cash or check if communicated in advance. You are responsible for updating your payment card as needed (e.g. upon expiration). Unless otherwise specifically agreed upon on a case-by-case basis and at the time of the issue, payment is required prior to the start of the session. Should you endure unforeseen financial hardship during our work together, please bring this up prior to any impacted sessions so we can co-create a plan that works for both of us.

I may choose to review my fee structure once or twice a year. In the case that I decide to increase fees for current clients, I will notify current active clients at least six (6) weeks in advance.

Cancellations and Reschedules When you schedule a session with me, I reserve that time exclusively for you and it is not available to other current or potential clients. In the rare circumstances in which you need to cancel or change a scheduled session, please give as much notice as possible so I may have enough time to offer the unused time to another client. I require that clients **provide notice of at least 72 business hours (3 full business days) when cancelling or rescheduling a session to avoid a cancellation fee and/or rescheduling stipulations.** For the purposes of this document, 24 business hours refers to a full day, only counting Mondays through Fridays (excluding Federal holidays). So, a Monday 10am session must be cancelled or rescheduled by no later than the prior Wednesday at 10am to do so without a cancellation fee or rescheduling parameters.

- If cancelling or rescheduling with notice of less than 24 business hours (1 full business day), you will be charged the full session fee for the missed session. The rescheduled/next session will be a new charge, at the regular session rate, unless rescheduled for the same day. (This option is subject to the therapist's availability, if any; if there is no same day opening then the rescheduled/next session is a new charge at the regular rate.)
- If cancelling or rescheduling with 24-72 business hours' notice (1-3 full business days), you will be charged half the rate of the missed session, unless it is rescheduled to occur within the same Monday-Friday week or +/- 2 business days, subject to the therapist's availability.

If there are no openings or you cannot or choose not to reschedule during this timeframe, the half fee is charged for the unused session. (Half rate of \$156/60 min = \$78; half rate of \$195/75min = \$97.50, etc.)

- Cancelling or rescheduling more than 72 business hours ahead of time may be done with no fee. However, multiple cancels or change requests may result in loss of a regular appointment time, limited scheduling options, and/or termination of services.
- Federal holidays excluded/not counted as a business day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

I will negotiate exceptions to cancellation fees for true emergencies and/or sudden illness on an individual, per time basis. It is the client's responsibility to request an exception to a no show/late cancel charge and to communicate with me as soon as possible. Cancellations or rescheduling needs should be communicated via email, text message, or phone call, giving advanced notice whenever possible. While it is common for a specific time slot to be held for a client (e.g. Mondays at 11am), appointments are also verbally confirmed during a previous session at which point the client is emailed a calendar appointment. Thus, if a client with a regular session time "no shows" or cancels a session, the client must contact the therapist as soon as possible in order to confirm their next appointment. No shows may result in loss of a regular appointment time, scheduling limitations, and/or termination of services.

Emergencies I return business calls and texts 9am-5pm Mondays-Thursdays and 9am-1pm on Fridays, generally within 24 business hours unless I have communicated that I will be "out of office." I may communicate outside these hours solely at my discretion and one or more communications outside of these hours does not mean I am available outside these hours in the future. I do not provide on-call counseling nor 24/7 crisis support. Current clients may request extra sessions between regular appointments as needs arise. If you have an emergency please contact your local 24-hour crisis line (1-844-493-8255, coloradocrisiservices.org) or call 911. After you have called or obtained emergency services, please contact me to discuss follow up needs and/or next steps.

Teletherapy Video or phone therapy sessions are available to clients physically located within the State of Colorado. Teletherapy can be a beneficial option amidst COVID-19 concerns, severe weather, illness, extended (in-state) vacation, and for general convenience. If at any time I determine that teletherapy is not the most appropriate form of treatment for you, I will discuss options for in-person counseling. All sections of this disclosure statement apply to sessions regardless of medium and teletherapy sessions should be treated as in-person sessions (e.g. wearing appropriate clothing, not using alcohol or other drugs before or during sessions, limiting distractions, and having quiet and privacy). There are fundamental differences between in-person psychotherapy and teletherapy, including some inherent and potential risks related to the following areas.

Confidentiality: For video and phone sessions, I use a HIPAA-compliant platform. I will always take precautions and reasonable steps to ensure the privacy and security of your information on my end. While state-of-the-art encryption methods, firewalls, and back-up systems help secure our communication, there is a risk that our electronic communications may be compromised, unsecured, and/or accessed by a third party. Because teletherapy sessions take place outside of the typical office setting, there is potential for third parties to overhear sessions if they are not conducted in a secure environment. It is important for you to review your own security measures and ensure that they are adequate to protect information on your end. You should participate in therapy only while in a room or area where other people are not present and reasonably cannot overhear the conversation.

Technology: There is potential for technology to fail during a session or potential that transmission of confidential information could be interrupted by unauthorized parties. I will make my best efforts to comply with the Colorado Department of Regulatory Agency's (DORA's) Teletherapy Policy, and I will provide you with a copy of these guidelines upon request.

- ❖ Google Meet: Using a computer, you simply click on the link I provide. If using a smart phone, you may be prompted to download a free app which does require a Google (or Gmail) account log-in. The “meeting code” is the last 10 digits of our unique session link.
- ❖ Should you choose to purchase anything (e.g. laptop, phone, software, headset) in order to engage in telehealth, you are solely responsible for any costs.
- ❖ If the client loses signal during a virtual session, the client should attempt to restart the session. If a virtual session cannot be resumed by one of the parties, the client should call the therapist and finish the session over the phone.

Crisis management and intervention: Assessing and evaluating threats and other emergencies can be more difficult when conducting teletherapy than in traditional in-person therapy. Clients in crisis during scheduled telehealth sessions shall inform me of their physical location in case I need to request community emergency response services. If the session cuts out, meaning the technological connection fails, and you are having an emergency, first call 911. Please then call me after you have called or obtained emergency services.

Non-verbal communication: Video sessions are often encouraged over phone sessions when possible due to the ability to see each other as this helps us both process non-verbal communication and information. Video calls still lack the ability for me to see your full body language, so some information may be lost that would be picked up during in-person sessions. More verbal communication may be necessary or at least helpful during teletherapy.

Other Electronic Communications For communication between sessions, I will use email and text messaging only with your permission and only for administrative purposes unless another agreement has been made. That means that email exchanges and text messages with me should be limited to things like scheduling, billing, sending copies of forms, providing resource information, and other logistical issues. You should be aware that the confidentiality of any information communicated by email or text cannot be guaranteed, particularly on your end. Text or email reminders for scheduled appointments may be sent by the therapist as a courtesy only. Clients are responsible for attending and paying for scheduled appointments whether or not they receive a courtesy reminder.

There are both risks and benefits inherent in therapy. Please ask me about these in relation to your specific case. I am committed to providing you with respectful, compassionate, trauma-informed support. I believe in a collaborative process, seeking and valuing your input, and empowering you to be an equal partner in the healing and decision-making process. I am also committed to creating a safe, supportive environment where you can heal at your own pace in the way that feels right to you. I ask that you communicate honestly with me about anything you need to feel safe and comfortable. The outcome of therapy depends largely on your openness and willingness to engage in the process. Benefits of therapy may include improving interpersonal relationships, relief from difficult sensations and distressing images, and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part, including honesty and openness to change. Remembering or talking about unpleasant events, feelings, or thoughts can result in discomfort, anger, sadness, worry, anxiety, etc. I may challenge some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling situations which at times may be difficult for you. Attempting to resolve issues that brought you to therapy may result in changes that were not originally intended such as decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed as negative by another. Change will sometimes be easy and swift and at other times it may be slow and frustrating. There is no guarantee that psychotherapy will yield positive or intended results. Our goal is to address your concerns together and, with time and effort, any negative side effects will hopefully lessen and our work together will benefit you.

When we use Accelerated Resolution Therapy (ART), even though you may experience some uncomfortable emotions, they often release and resolve quickly. My primary goal for every ART session is for you to leave feeling better than you did when we began. I can't guarantee this outcome since each person's experience may be different, but I am committed to supporting your growth process to the best of my ability. In my experience and training, the majority of clients report feeling: "lighter, freer, calmer, more joyful..." and other positive emotions after ART, and clients generally are able to resolve challenges more quickly through ART than other modalities.

While I will make recommendations, it is always at your discretion on whether to engage in ART or other elements of psychotherapy. By signing this document you agree that:

- Should you choose to engage in ART or other experiential exercises, that you are consenting to do so.
- If you may need to recall an event for a legal proceeding, you have been advised to consult with an attorney prior to participating in ART focused on that event.
- You have been advised to check with your medical provider before beginning ART treatment if you have any medical conditions which may not be appropriate for ART, trauma treatment and/or bilateral eye movements.

Discussion of Treatment Plan: Within a reasonable period of time after the initiation of treatment, we will discuss our working understanding of the problem, treatment plan, therapeutic objectives, and your views of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in using them, or about the treatment plan, please ask and I will provide you with more information and clarifications. You also have the right to ask about other treatments for your condition and their risks and benefits. If I believe you are in need of a higher level of care and/or specific treatments that I do not provide, I have an ethical obligation to make appropriate referrals to you to obtain those treatments.

Termination: During the first few sessions, I assess your needs and whether I may be a beneficial therapist for you. I do not accept new clients and/or continue working with clients who, in my opinion, I cannot benefit. Additionally, if at any point working together is not effective in helping you reach your therapeutic goals, I am obliged to discuss it with you and, if appropriate, terminate treatment. In either case, I would give you referrals whom you may choose to contact to continue working on your counseling goals. If it may be helpful, by your request and if authorized in writing, I can further assist in the transition via verbal communication with the other professional.

You can end counseling services at any time, subject to the Cancellation Policy. Before or during the termination process, we can discuss clinically appropriate options specific to your needs which may include lowering session frequency, moving to monthly check-in sessions, taking a time-specified break from therapy, and/or ending our therapeutic relationship. Unless we agree on a different timeframe prior to termination, a self-pay client will be considered terminated after 30 days of no communication (when not scheduled for a future session) or 60 days without an attended session, whichever occurs first. EAP clients and sliding rate spots are limited and therefore have a shorter timeline to remain active on my caseload: 21 days without communication when not scheduled for a future session or 30 days without an attended session, whichever occurs first and unless we agree on a different timeline in advance. Former clients may contact me to discuss resuming therapy or to request referrals. Note that session fees, schedule availability, and my ability to take new or resuming clients will alter.

Litigation Limitation If you are aware of any current or potential legal proceedings, you agree to notify me at the start of our work together and/or when you become aware of them (whichever occurs first) so we can discuss this limitation specific to your situation. 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, custody disputes, injuries, lawsuits, criminal charges, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested for these purposes. In the situation where Defining Path LLC and/or Johanna Karasik is subpoenaed for any information despite this limitation, by reading and signing this disclosure, you agree to pay all costs including my time (work, travel, and timeframes I must be available and therefore cannot see other clients) incurred at a rate of \$300/hour, in addition to my own legal and consultation fees related to your case. A payment card is required on file, and payment of any scheduled time related to the case is required upfront and is non-refundable. Further, a subpoena often indicates that the therapeutic alliance between client and therapist has entered into a dual relationship. In such situations, I reserve the right to terminate therapy as our work may not continue to be supportive of your therapeutic process.

Extraordinary Events In the case that I become incapacitated, die, or am away on an extended leave of absence, Carrie Thornton, LPC (720.443.2508, carriethorntoncounseling@gmail.com) serves as my Mental Health Professional Designee and will have access to my client files. If I am unable to contact current, active clients prior to the extraordinary event, this Mental Health Professional Designee will be in contact.

Record Retention In accordance with best practices and legal standards, client records are securely stored for seven (7) years after the last counseling session or contact. After this time, records are expunged unless I determine a significant legal reason to retain the records.

Regulatory Requirements Applicable to Mental Health Professionals A Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, and 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. A Licensed Social Worker must hold a masters degree in social work. A 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. A Certified Addiction Technician must possess a high school diploma or equivalency and 1,000 hours of supervised experience. A Certified Addiction Specialist must have a bachelor's degree in behavioral health and complete 2,000 hours of supervised experience. A Licensed Addiction Counselor must meet the CAS requirements and complete 3,000 hours of supervised experience. An Unlicensed Psychotherapist is registered with the State Board of Unlicensed Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

Agreement and Acceptance: I have read and I agree to the preceding Disclosure Statement information as well as the *Further Confidentiality Information & HIPAA Privacy Notification* document. I understand my rights and responsibilities as a client including the right to a Good Faith Estimate and I have had an opportunity to ask questions. By either typing or electronically drawing my signature, I am stating that this signature is to be taken as an in-person signature.

Client Name (printed): _____

Signature of Client

Date