

**Degrees, Licensing & Credentials**

I hold a Bachelor of Arts in Social Work from the University of Iowa (1997), along with a Master's Degree in Social Work from the University of Denver (1999). I am a Licensed Clinical Social Worker (LCSW) In the State of Colorado (#115). My license, Practice and professional behavior are regulated by the Mental Health Licensing Section of the Division of Regulations. As a Licensed Clinical Social Worker, I meet all of the educational, experience and training requirements for licensure. In addition to being governed by the Colorado Mental Health Statutes, I also adhere to NASW Codes of Ethics and standards. You can expect me to practice in a manner that is consistent with these codes. The Board of Social Work Examiners can be reached at 1560 Broadway, Suite 1350, Denver, 80202, (303) 894-7800.

**NASW Codes of Ethics**

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.

**Regulatory Requirements for Mental Health Professionals** in compliance with § 12-245-216(1)(b)(I), C.R.S includes the following:

- A 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.
- A Certified Addiction Counselor I (CAC I) must be a high school graduate or equivalent, complete required training hours and 1,000 hours of supervised experience.
- A Certified Addiction Counselor II (CAC II) must be a high school graduate or equivalent, complete the CAC I requirements, and obtain additional required training hours, 2,000 additional hours of supervised experience, and pass a national exam.
- A Certified Addiction Counselor III (CAC III) must have a bachelor's degree in behavioral health, complete CAC II requirements, and complete additional required training hours, 2,000 additional hours of supervised experience, and pass a national exam.
- A Licensed Addiction Counselor must have a clinical master's degree, meet the CAC III requirements, and pass a national exam.
- A Licensed Social Worker must hold a master's degree from a graduate school of social work and pass an examination in social work.
- A Licensed Clinical Social Worker must hold a master's or doctorate degree from a graduate school of social work, practiced as a social worker for at least two years, and pass an examination 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 Licensed Marriage and Family Therapist must hold a master's or doctoral degree in marriage and family counseling, have at least two years post-master's or one-year post-doctoral practice, and pass an exam in marriage and family therapy.
- A Licensed Professional Counselor must hold a master's or doctoral degree in professional counseling, have at least two years post-master's or one-year postdoctoral practice, and pass an exam in in professional counseling.
- A Licensed Psychologist must hold a doctorate degree in psychology, have one year of post-doctoral supervision, and pass an examination in psychology.

**Client Rights & Responsibilities**

You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of therapy, if known, and the fee structure. Some clients need only a few counseling sessions to achieve their goals, while others require months or even years of counseling. As a client, you maintain control of yourself, and you may end our counseling relationship at any time, although I recommend that you participate in a termination session. You have the right to refuse or discuss with me any of the counseling techniques and suggestions that I use. If you are dissatisfied with my work for any reason, please let me know. In some situations, I may help you find another counselor with whom you may be able to work more effectively. It is your right to seek a second opinion from another therapist. If counseling is successful, you should feel you are able to face life's challenges without the support or involvement of a counselor, and you should feel a sense of success in satisfactorily resolving your problems. Should you or I feel that a referral is needed, I will provide you with some alternatives including professionals, specialists, and/or programs to assist you. It will be your responsibility to contact and evaluate these referrals.

## **Counseling Relationship & Effects of Counseling**

While our sessions may be psychologically intimate, it is important for you to understand that our relationship is strictly professional and not social. Our contacts, other than chance meetings, will be limited to appointments you arrange with me. During the time that we work together, we will meet at mutually agreed upon times. If we should run into each other outside of counseling, I will let you acknowledge me or initiate a conversation if you choose to. You will be best served if our relationship remains professional and our sessions concentrate exclusively on your concerns. While you will learn much about me as we work together, it is imperative that you remember that you are experiencing my professional role. Within the professional relationship, sexual intimacy is never appropriate and should be immediately reported to the Department of Regulatory Agencies, Division of Registrations, Mental Health Section.

It is my intention to render services in a professional manner consistent with accepted standards of practice. While benefits are expected from counseling, specific results are not guaranteed. Counseling is a personal exploration and may lead to major changes in your life perspectives and decisions. It is possible that these changes can affect your relationships, job, and/or understanding of self. At any time, you have the right to initiate a conversation regarding any possible positive or negative effects of entering, not entering, continuing, or discontinuing counseling.

## **Confidentiality**

The information provided by the client(s) during therapy is legally confidential. All of our communication becomes part of clinical records. All written records of our counseling sessions will be maintained by me and kept in a confidential and secure place. I will keep confidential the things you tell me, and they will not be disclosed to others unless you give me written consent. However, Colorado law does specify some exceptions to the general rule of confidentiality, some of which are listed in the Colorado Statutes (C.R.S. 12-245-220), the HIPAA Notice of Privacy Rights you were provided, as well as other exceptions in Colorado and Federal law.

I am required to disclose information under the following circumstances:

- Situations of suspected or confirmed child abuse or neglect;
- Abuse or exploitation of an at-risk adult or elder, including imminent risk of such abuse;
- Threats of harm to others, including people identifiable by their association with a specific location or entity;
- Threats of harm to yourself.

Please be advised that there is no time limit on the mandatory reporting of child abuse. This means that even adult clients who experienced childhood abuse (no matter how long ago) might disclose in therapy past abuse incidents that still fall under the mandatory reporting requirements. The law requires that if there is reasonable cause to know or suspect that the perpetrator has subjected any other child currently under eighteen years of age to abuse or neglect or to circumstances or conditions that would likely result in abuse or neglect and/or is in any "position of trust" with children today then past abuse disclosed by an adult client is required to be reported. If you have questions or concerns about these requirements, please discuss further with your therapist.

In the situations outlined above, I may be required to take protective actions which may include notifying the potential victim, contacting the police, or seeking hospitalization for the client. If such a situation arises during our work together, I will make every attempt to discuss it fully with you before taking necessary action.

You should also be aware that provisions concerning disclosure of confidential communications will not apply to any delinquency or criminal proceedings, except as provided in section 13-90-107 C.R.S. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

## **Record-Keeping**

I maintain a paper record of the services provided to you and take reasonable precautions to ensure the privacy and security of any physical paper records including keeping the records in a locked file cabinet. Records are maintained and will be destroyed in accordance with state and federal laws and regulations. Currently, Colorado law requires that I maintain your records for a period of seven (7) years commencing on the date of termination of services or the date of last contact with the client, whichever is later. When the client is a child, the records must be maintained for a period of seven years commencing either upon the last day of treatment or when the child reaches 18 years of age, whichever comes later, but in no event shall records be kept for more than 12 years. After this time, your records will be destroyed. If you would like further information about the maintenance of your records, please ask.

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.

## **Supervision & Consultation**

I participate in professional, confidential consultation to provide the best possible services for the clients I counsel. Therefore, occasionally it may be necessary for me to discuss your case with a student, licensure candidate, another therapist, pediatrician, family physician, psychiatrist, supervisor, supervisee, or other helping professional. All of those I supervise are under the same legal and ethical requirements, and your confidentiality will be protected according to the laws and statutes of the Mental Health Code of Colorado. If you have any questions regarding this practice you have the right to inquire at any time.

## Social Media Policy

In order to maintain professional boundaries, I do not accept personal Facebook, LinkedIn, Twitter, Instagram, Snapchat and/or other friend/connection/follow requests via any form of social media.

## 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 confidential and sensitive in nature, it is agreed that should there be any legal proceedings (such as, but not limited to divorce/custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), 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 therapy records be requested/released unless otherwise agreed upon. Should I be court ordered as an expert witness to either appear, submit documentation/reports/therapy summaries, and/or consult with other professionals regarding a client's case – fees are \$300 per hour, including travel time. Additionally, I will require compensation for having to cancel/reschedule any existing therapy sessions at \$125 per 50 min. session. You will be responsible for paying for any professional time I spend on your legal matter, even if the request comes from another party. **Please initial**

## Fees & Payment Policies

My fee per counseling session is \$125 per 50-minute appointment. When necessary, I offer extended sessions with a fee adjustment. Regarding payment for any of the above services, cash and checks are accepted prior to our session, or for your convenience, you can pay by credit card or HSA card. Payment is due on the day of your counseling session and credit cards are billed post session. It is the client's responsibility to keep payment information up to date. There will be a \$25.00 charge for returned checks. You may contact me with questions about the fee structure and/or recommended duration of therapy sessions.

**Regarding health insurance:** I am an out-of-network provider; therefore, it is your responsibility to file with your insurance company for reimbursement. Should you wish to file for reimbursement, I will provide you with a monthly receipt upon request. All sessions must be paid in full. If insurance does not reimburse as anticipated, it is your responsibility to address the issue with your insurance provider.

## Emergency Situations

I can be reached at (303) 345-1157 during the weekdays (Mondays–Thursdays) between the hours of 9:00 a.m.-3:00 p.m. If you do not reach me, please leave a voice mail message, and I will return your call as soon as possible. If your call is after hours or I cannot get in touch with you, please call the closest hospital/crisis center, dial 911, or go straight to a hospital emergency room. You can also call the Colorado's Crisis Hotline at (844) 493-8255. If you have left an emergency message on my voicemail and then reach someone else, or have taken other actions, please call me and let me know the status of your emergency situation. Although I hope no unexpected interruptions in our counseling sessions occur, it is possible that an emergency situation could prevent me from attending a session. If this should occur, you will be contacted, informed of the situation, and given instructions as to what to do while I am away from the office. I typically take vacations during the year, but will notify you of my plans in advance, and you will be given the name and phone number of a contact person if you experience difficulty while I am away.

## "No Secrets"

When treating a couple or a family, the couple or family is considered to be the client. If one member of the couple or family discloses information that is directly relevant to the treatment of the couple or family, it may be necessary to share that information with the other members of the couple or family for the sake of facilitating treatment. I will use my best judgement in deciding when or if such disclosures will be made and, whenever possible, I will first give you the opportunity to share the information yourself. In addition, if a request is made for the records of couple or family therapy, records will only be released with the consent of all parties, and any information that is released will be released to both members of the couple or to all adults engaging in family therapy. This "no secrets" policy is intended to allow me to continue to provide therapy to the family or couple by preventing, as much as possible, conflicts of interest that may arise. If you feel it necessary to talk about matters that you do not wish to have disclosed, you should consult with a separate therapist for individual treatment.

## Treatment of Minors

If you are consenting to the treatment of a minor child, you will be required to provide a copy of the most recent Court Order Custody Agreement and/or Parenting Plan, if applicable, that gives you the authority to consent to the treatment of the child. By signing this form, you agree to keep me informed of any supplemental court orders or other proceedings that impact your parental rights, custody arrangements, or decision-making authority. Failure to produce the Court Order will prohibit me from seeing the minor child. If there is joint medical decision-making authority for your child, I will require both parents to consent to treatment and will not proceed until such consent is obtained.

It is beyond the scope of my practice to provide custody recommendations, and any such request will be denied. The Court can appoint professionals who have the expertise to make such recommendations. By signing below, you agree not to subpoena my records or ask me to testify in court or to provide letters or documentation expressing my opinion about custody or visitation. Despite this, a Court may still require me to testify or to provide treatment information to an evaluator. I will comply with these requests as legally required and you will be required to compensate me for time spent providing these services as indicated in the "Litigation Limitation" section above.

In the course of treatment with your child, I may involve other family members in your child's treatment. However, please remember that my client is your child, not the other family members of the child. Any meetings with you or other family members will be documented in your child's record. These notes will be available to anyone who has legal access to your child's treatment record.

Therapy is most effective when there is a trusting relationship between the therapist and client. Privacy is important in establishing trust, and as a result, it is often important for child or adolescent clients to have a level of privacy around the therapy. It is my policy to provide parents with general information about their child's treatment, but not to share specific information disclosed during therapy. This includes behaviors that you may not approve of but which do not place your child at imminent risk or danger. If I ever feel that your child is in danger, I will communicate this information to you. By way of example, if your child tells me that s/he has tried alcohol a few times at parties, I will not generally share this with you. If your child shares that s/he has been drinking and driving or riding with a drunk driver, I would share this information with you. If you have questions about the types of information I will share, you can feel free to ask me hypothetical questions about situations that I would or would not disclose to you.

Although you may have the legal right to access any written record I keep, by signing this agreement you are agreeing that your child or adolescent should have privacy around their therapy and you agree not to request access to your child's full record.

**Acknowledgement & Consent**

By signing below, you are indicating: 1) I have read this statement; 2) We verbally reviewed the information contained in this statement; 3) Any questions I have about this statement have been answered to my satisfaction; 4) I have voluntarily sought counseling on my own initiative and am under no obligation to apply the counsel that I may receive; 5) I voluntarily accept the help offered by Sharon DeGuevara; 6) I will not hold Sharon DeGuevara liable for my health, behavior, or well-being in any way; 7) I acknowledge my commitment to conform to the specifications of this disclosure statement; 8) I consent to treatment - and/or- give my permission as parent/guardian for a minor in my care to be treated.

**Client Signature** (Parent/Guardian if client is under age of 18): \_\_\_\_\_ Date: \_\_\_\_\_

\*If parents are separated or divorced and have joint decision-making authority related to counseling a minor, please add additional signature here:  
\*(Parent/Guardian if client is under age of 18): \_\_\_\_\_ Date: \_\_\_\_\_

If client is a minor between the age of 12-18, please sign below:  
I am voluntarily seeking services from Sharon DeGuevara: \_\_\_\_\_ Date: \_\_\_\_\_

**Sharon DeGuevara, MSW, LCSW CO-115** \_\_\_\_\_ **Date verbally reviewed** \_\_\_\_\_