DISCLOSURE STATEMENT

Heather Brooke, LPC
Colorado, Georgia, Tennessee

970-430-6552

1. **My Degrees/Certifications/Licenses are as Follows:**

LPC	Licensed Professional Counselor	Colorado License # 0012680
LPC	Licensed Professional Counselor	Georgia License #12705
LPC	Licensed Professional Counselor	Tennessee License #(Pending)
MA	Masters in Clinical Mental Health	Adams State University, Alamosa, CO
BS	Bachelor of Science in Psychology	University of Phoenix, Phoenix, AZ

2. Regulation of Psychotherapists

My practice as a Licensed Professional Counselor is regulated by the Department of Regulatory Agencies (DORA) at 1560 Broadway, Suite 110, Denver, CO 80202, Georgia Secretary of State (SOS) at 237 Coliseum Drive, Macon, GA 31217 and Tennessee Regulatory Board (TRB) at 665 Mainstream Drive, Nashville, TN 37243. Their phone numbers are 303-894-7855, 404-424-9966 and 615-350-4102 respectively.

The Colorado Department of Regulatory Agencies, Georgia Secretary of State and Tennessee Regulatory Board has the general responsibility of regulating the practice of licensed psychologists, licensed social workers, licensed professional counselors, licensed marriage and family therapists, licensed school psychologists practicing outside the school setting, licensed or certified addiction counselors, and unlicensed individuals who practice psychotherapy.

The practice of licensed or registered persons and Certified School Psychologists in the field of psychotherapy is regulated by the Department of Regulatory Agencies. The regulatory requirements for mental health professionals include the following:

a. A Licensed Clinical Social Worker, a Licensed Marriage and Family therapist, and a Licensed Professional Counselor must hold a Masters' degree in their profession and have two years of post-Masters' degree supervision.
b. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision.
c. A Licensed Social Worker must hold a Masters' degree in social work.
d. 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.

e. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience.
f. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a bachelor's degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience.
g. A Licensed Addiction Counselor must have a clinical Masters' degree and meet the CAC III requirements.
h. A registered psychotherapist is a psychotherapist listed in the Colorado 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.

3. Client Rights & Important Information:

a. You are entitled to receive information from me about my methods of therapy, the techniques used, the duration of your therapy (if I can determine it), and my fee structure. Please ask if you would like to receive this information.
b. You can seek a second opinion from another therapist or terminate therapy at any time.
c. In a professional relationship, sexual intimacy is never appropriate and is illegal. If sexual intimacy occurs, it should be reported to the DORA.
d. Generally speaking, the information provided by and to a client during therapy sessions is legally confidential. Whenever the information is legally confidential, the therapist cannot be forced to disclose the information without the client's consent.
e. Information disclosed is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates. There are exceptions to the general rule of legal confidentiality. These exceptions are listed in the Colorado statutes (C.R.S. 12-43-218). You should be aware that legal confidentiality will not apply in a criminal or delinquency proceeding, except as provided in section 13-90-107 C.R.S. There are other exceptions: I will identify these to you as the situations arise during therapy, but, briefly, these are (1) imminent threat of bodily harm to self or identifiable other; (2) gravely disabled, as a result of a mental disorder; (3) child/elder abuse or neglect; (4) When you or your representative files a lawsuit or grievance against your counselor (5) a court order requiring I turn over records; (6) if you are in counseling by order of a court of law, the results of the treatment ordered must be revealed to the court; (7) if there is suspected threat to national security to federal officials, I am required to report this to law enforcement. I am not required to inform you of my actions in this regard, however, if a legal exception arises during therapy, if feasible, you will be informed accordingly.
f. Under Colorado law, parents of children under 12 years old have the right to access mental health treatment information concerning their minor children, unless the court has restricted access to such information. If you request treatment information from me, I may provide you with a treatment summary, in compliance with Colorado law and HIPAA standards.
g. All records maintained by your therapist are for the therapist's use only and are stored for a limited time period after your psychotherapy is concluded. Information about your financial account will be released to you upon your written request but all other records

are the property of the therapist alone. Medical records may not be maintained after seven years.

4. Teletherapy Policy:

a. Video conferencing and telephone sessions are available as an option for services. While these are offered for convenience and may be used in the event that you are sick in place of a face to face session, please be aware that not all clients are a fit for teletherapy and therefore, prior to any video or telephone session, you will be asked to complete a "Fit for Services" survey to identify if this service is right for you.
b. Video and telephone sessions are billed in a similar way as face to face sessions; however, copays, deductibles, out of pocket costs may not be the same as services provided face to face. (IE: Anthem charges a flat $30 copay for teletherapy sessions and copays may be lower for face to face sessions depending on your specific plan).
c. Please be aware that for your privacy, I do not allow others in my office (unless it is a family/couples session with at least one other party face to face) while sessions are being held and a sound machine at the door is the only intentional background noise. In the event I have an intern or practicum student working with me, you will be asked if it is okay for them to sit in on the session prior to the session being held.
d. Please be aware that it is never acceptable for a therapist or client to record a video session or call. In the event this happens, the therapist reserves the right to terminate treatment immediately.
e. When holding a video or phone session, confidentiality on the client's side is just as important as on the therapist's side. Please ensure that you are in a quiet, distraction free place and that you have privacy. When working with children via video sessions, please do not allow other siblings, friends or family to be in the area the session is taking place in unless it is a family session or necessary. This can become a distraction to the client and the therapist.
f. In the event that there is a technical issue while on a video call, the therapist will reach out to you via telephone to complete the session. If technological issues arise that prevent a full session from being held, you/insurance will be billed only for the portion of the session that was held. Please keep in mind that copays do not change based on the length of time a session is held; however, if you have a deductible the amount charged will be different due to a different billing code.
g. Please avoid driving during a session. If you must hold a session while on the road, please pull over for the session to be held or reschedule the session. If the therapist is made aware a client is driving while holding the session, the therapist will end the session immediately and the session will be treated as a late cancellation with the client (not insurance) being billed for the contracted rate of the session. If children are of an age that they can handle the technology while in a moving vehicle without distracting the driver, they may hold the session; however, in the event of a technical issue, the driver will pull over to help the child if necessary.
h. When possible, wear headphones/earbuds for individual sessions for your privacy regardless of the location of your session. This includes headphones/earbuds for children when others are present.

i. Please make sure any devices (phone, ipad, tablet, computer) have been fully charged. Full session fees will be charged to the client (not insurance) in the event that a device dies.

5. Cancellation Policy:

a. A 24-hour notice of cancellation is requested.
b. Cancellations with less than 24-hour notice will result in a charge of a $75 fee.
c. Same-day cancellations or missed appointments without notice will result in a charge equal to the full contracted or private pay rate. (Medicaid holders are excluded, as this fee is not allowed in accordance with Medicaid policy.) Also, please know that failure to attend your sessions without appropriate notice may lead to the loss of your regular appointment time.
d. Cancellations for Monday appointments that are made by the end of the day on Friday will not incur a fee. Cancellations made over the weekend for Monday appointments will incur a $75 fee.

6. Litigation and Court Proceedings:

If you are involved in the court system, please understand that by signing this disclosure statement you agree not to call me as a witness in any such litigation. Experience has shown that testimony by therapists causes damage to the clinical relationship. If a letter is written, it will reference appointment dates and attendance, no opinions or much else in the way of treatment. Please be aware that at least 2 weeks is needed to provide a letter.
In the event of a subpoena for a court hearing, please reference Section 10 Fees for Additional Services.

7. Sharing of Information:

In order to provide the best possible clinical care, at times it may be necessary to share information for the sake of consulting with and/or transferring to another therapist within the group. While some case consultations may not require the disclosure of confidential information, transfers will require the disclosure of your name and contact information. Information, such as diagnosis, appointments attended and progress is also shared with the referral source, i.e. Dr. Office, in order to collaborate and coordinate treatment services. This information is provided in a monthly treatment update, phone calls, etc. At all times, only necessary information is shared, anything beyond the necessary information requires increased consent.

8. Advance Directives:

Here is a link to a website in order to obtain further materials an education on Advance Directives: **http://www.caringinfo.org/i4a/pages/index.cfm?pageid=1**

9. Grievances:

If you feel that your rights as a client have been violated, we invite you to talk with your therapist first, if possible, or feel free to contact our main number 970-310-3406 and asked to speak with the Director. Here is the contact information to file a grievance.

The State Grievance Board
1560 Broadway, Suite 1340
Denver, CO 80202
Phone: (303) 894-7766

The Office of Behavioral Health
Colorado Department of Human Services
3824 W. Princeton Circle
Denver, CO 80236-3111
Phone: (303) 866-7400

10. Fees for Additional Services:

From time to time, a need may arise that requires a therapist's time outside of scheduled sessions, such as the need for a letter to be provided. If the time needed to complete a request exceeds 10 minutes, the client will be charged a fee in accordance with the therapist's contracted hourly rate. For legal or court-related matters, the fee is substantially higher and is set at $250 per hour, with a minimum of 3 hours charged ($750 minimum) for reviewing notes and meeting with attorneys prior to court and then $350/hour that myself or a therapist within Heather Brooke, LPC is required to be in court to testify (this includes travel to and from court). There is a minimum of 3 hours charged ($1,050 minimum) for court testimony as well.

11. In Case of Emergency:

Heather Brooke, LPC does not provide emergency services. If you find yourself or your child in a life-threatening situation you agree to take the necessary steps to keep yourself and your child safe, up to and including calling 911, calling/texting the National Suicide and Crisis Line at 988 or going to your local emergency room (at your cost).

If you have any questions or would like additional information, please feel free to ask. I have read the preceding information, it has also been provided verbally, and I understand my rights as a client/patient. I acknowledge that I have received a copy of this disclosure statement. By signing this form, you are giving consent to proceed with treatment.

Client/Guardian Signature Date

Client / Guardian's Printed Name

Therapist Signature Date