PROFESSIONAL DISCLOSURE STATEMENT

Heather Brooke, LPC, LLC

Heather Brooke, LPC, Clinical Supervisor (Owner)
Licensed Professional Counselor
Board Certified Tele-Mental Health Therapist (BC-TMH)
Certified Sex Therapy Informed Professional
Neurofeedback Specialist
Life Coach

Phone: 970-430-6552
Email: heatherbrookelpc@gmail.com
Website: www.heatherbrookelpc.com

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1. MY DEGREES, CERTIFICATIONS, LICENSES & PROFESSIONAL CREDENTIALS ARE AS FOLLOWS:

Education

MA – Master of Arts in Clinical Mental Health Counseling
Adams State University, Alamosa, Colorado

BS – Bachelor of Science in Psychology
University of Phoenix, Phoenix, Arizona

Professional Licenses

Colorado
Licensed Professional Counselor (LPC)
License # ___12680_____

Georgia
Licensed Professional Counselor (LPC)
License # __012705_____

Tennessee
Licensed Professional Counselor - Mental Health Service Provider (LPC-MHSP)

__6112_____

Ohio
Licensed Professional Clinical Counselor / applicable Ohio credential
License # ___2675_____

I have professional experience as an early childhood specialist, child and family therapist, school-based counselor, youth group leader, children's ministry professional, and clinical mental health counselor.

My professional experience includes working with children, adolescents, adults, families, couples, and individuals experiencing emotional, behavioral, relational, developmental, occupational, and life-transition concerns.

I also provide services and education related to first responder mental health, personal development, mindset, and performance when appropriate to the client's needs and the service being provided.

Clinical Team / Supervisees

- Colleen Rafferty, LPCC - Crested Butte, CO

  LPCC Licensed Professional Counselor Candidate Colorado License # 0019274
  Masters in Clinical Mental Health Adams State University, Alamosa, CO

- Whitney Allgood, LPCC-MHSP Candidate - Millington, TN

  LPC-MHSP Licensed Professional Counselor Candidate Tennessee License #8573
  Masters in Clinical Mental Health Counseling, Walden University, Minneapolis, Minnesota

- Joshua Adams, Certified Leader/Coach, Clinical Counseling Intern - Parker, CO

  Masters in Clinical Mental Health Counseling, Grand Canyon State University, Phoenix, AZ
  John C. Maxwell Certified Leader & Life Coach

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2. REGULATION OF PROFESSIONAL COUNSELORS

My practice as a Licensed Professional Counselor is regulated by the applicable professional licensing authority in each jurisdiction in which I am licensed or otherwise authorized to practice.

My current professional licenses include Colorado, Georgia, Tennessee, and Ohio.

In addition, I may provide counseling services to clients physically located in Arizona, Wyoming, Minnesota, Indiana, Louisiana, and Arkansas when I have the appropriate interstate practice privilege or other legal authorization to do so.

Colorado

My professional counseling practice in Colorado is regulated by the Colorado Department of Regulatory Agencies (DORA), Division of Professions and Occupations, and the applicable Colorado professional licensing board.

Colorado regulatory information may be obtained through:

Colorado Department of Regulatory Agencies
Division of Professions and Occupations
1560 Broadway, Suite 110
Denver, CO 80202

Georgia

My professional counseling practice in Georgia is regulated by the Georgia Composite Board of Professional Counselors, Social Workers and Marriage and Family Therapists.

Georgia regulatory information may be obtained through the Georgia Secretary of State and applicable professional licensing board.

Tennessee

My professional counseling practice in Tennessee is regulated by the Tennessee Department of Health and the applicable Tennessee Board for Licensed Professional Counselors, Licensed Marital and Family Therapists, and Licensed Clinical Pastoral Therapists.

Ohio

My professional counseling practice in Ohio is regulated by the Ohio Counselor, Social Worker and Marriage and Family Therapist Board.

Interstate Practice

I may provide services to clients physically located in Arizona, Wyoming, Minnesota, Indiana, Louisiana, and Arkansas pursuant to applicable interstate counseling privileges or other authorization recognized by the jurisdiction.

Arizona Privilege/Authorization #: __2670_____

Wyoming Privilege/Authorization #: _2676_____

Minnesota Privilege/Authorization #: 2674_____

Indiana Privilege/Authorization #: ___2672_____

Louisiana Privilege/Authorization #: _2673_____

Arkansas Privilege/Authorization #: _2671_____

Authorization to provide services is dependent upon applicable laws, regulations, licensing requirements, and interstate practice requirements. Clients should notify me whenever their physical location changes because the laws governing counseling and telehealth may depend upon the state in which the client is physically located at the time services are provided.

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3. CLIENT RIGHTS & IMPORTANT INFORMATION

a.

You are entitled to receive information from me regarding my methods of therapy, the techniques that may be used, the anticipated duration of therapy when it can reasonably be determined, and my fee structure.

Please ask if you would like additional information about your treatment or services.

b.

You have the right to participate in establishing your treatment goals and to ask questions about the services being provided.

You may seek a second opinion from another qualified professional or terminate therapy at any time, subject to applicable law and any applicable contractual or financial obligations.

c.

Professional boundaries are an important part of the therapeutic relationship. Sexual intimacy between a therapist and client is never appropriate within the professional relationship and may violate professional and legal requirements.

d.

Generally speaking, information provided by and to a client during psychotherapy is confidential. However, confidentiality has legal and ethical limitations.

I will make reasonable efforts to protect your privacy and confidential information in accordance with applicable federal and state laws and professional requirements.

e.

There are circumstances in which confidential information may be disclosed without your authorization or may be required to be disclosed by law.

Depending upon the jurisdiction and circumstances, exceptions may include:

1. A serious or imminent threat of harm to yourself or another person;
2. Suspected child abuse or neglect;
3. Suspected abuse, neglect, or exploitation of an elderly or vulnerable person;
4. A court order or other legally authorized demand for records or information;
5. When you place your mental health condition at issue in a legal proceeding;
6. When services are ordered by a court;
7. Certain circumstances involving insurance or third-party payment;
8. Professional consultation or supervision when permitted by law and appropriate safeguards are used;
9. Situations in which disclosure is otherwise required or permitted by applicable law.

The specific exceptions to confidentiality may differ depending upon the state in which you are physically located and the circumstances involved.

When legally and clinically appropriate, I will make reasonable efforts to discuss significant disclosures with you before information is released.

f.

Parents and legal guardians may have rights concerning access to the mental health treatment information of minor children. Those rights may vary according to the child's age, circumstances, applicable law, court orders, and the nature of the treatment.

Questions regarding parental access to records should be discussed with me at the beginning of treatment.

g.

Client records are maintained in accordance with applicable federal and state requirements.

Clients may have rights concerning access to records, copies of records, amendments, and releases of information. The specific requirements may vary depending upon the jurisdiction.

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4. TELEHEALTH POLICY

a.

Video conferencing and telephone sessions may be available as an option for counseling services when clinically appropriate and legally permitted.

Telehealth is not appropriate for every client or every clinical situation. I may determine that in-person services, a higher level of care, or referral to another provider is more appropriate.

b.

Telehealth services may be billed similarly to other counseling services; however, insurance coverage, copays, deductibles, coinsurance, and out-of-pocket costs may vary depending upon your specific insurance plan and the service being provided.

You are responsible for understanding your insurance benefits and financial responsibility.

c.

For privacy and confidentiality, I make reasonable efforts to conduct telehealth sessions in a private setting.

If another individual is present during your session, you should notify me.

If an intern, practicum student, supervisee, or other professional is present or participating in a session, appropriate notice and consent will be obtained when required.

d.

Recording of counseling sessions by a client is not permitted without prior written agreement and appropriate consent.

This includes audio recordings, video recordings, screen recordings, photographs, or other methods of recording a counseling session.

Clients will be audio recorded for documentation purposes only, however, clients have the ability to opt out of audio recordings at any time. There may be periods for training purposes of necessity of an internship that a session may need video recorded. These sessions will be discussed in advance and appropriate consent for that session will be obtained from the client.

e.

Confidentiality on the client's side is just as important as confidentiality on the therapist's side.

Please participate in telehealth sessions from a private location whenever possible. Headphones or earbuds are encouraged when appropriate.

Clients should take reasonable precautions to prevent other individuals from overhearing confidential conversations.

f.

If a technical problem occurs during a video session, I may attempt to reconnect or contact you by telephone.

If technological problems prevent the session from being completed, billing will be handled in accordance with applicable billing requirements, insurance policies, and the practice's financial policies.

g.

Please do not participate in a counseling session while driving.

If you are driving when a session is scheduled, you should safely pull over before beginning the session or reschedule the appointment.

For safety reasons, I may terminate a session if I become aware that a client is driving while participating in counseling. If a session is canceled due to this reason, the client will be charged a **$75 late cancellation fee**.

h.

When possible, clients are encouraged to use headphones or earbuds during telehealth sessions to improve privacy.

i.

Please make sure that your phone, tablet, computer, or other device has sufficient battery power and a reliable internet connection before beginning a telehealth session.

j.

Because telehealth depends upon your physical location, you must provide your current physical location at the beginning of a telehealth session when requested.

If you travel to another state or otherwise change your physical location, please notify me before receiving services.

I may be required to discontinue or modify services if I am not legally authorized to provide counseling in the jurisdiction where you are physically located.

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5. CANCELLATION POLICY

a.

A minimum of **24-hour notice** of cancellation is requested.

b.

Cancellations with less than 24-hour notice may result in a **$75 cancellation fee**, unless otherwise prohibited by law, insurance requirements, or applicable program rules.

c.

Same-day cancellations or missed appointments without appropriate notice may result in a charge equal to the applicable contracted or private-pay session rate.

Insurance will not generally be billed for missed appointments or cancellation fees.

d.

Cancellations for Monday appointments should be made by the end of the business day on Friday whenever possible.

Weekend cancellations for Monday appointments may be subject to the applicable cancellation fee.

e.

Cancellation fees may be waived when circumstances warrant, at the discretion of the practice and when permitted by applicable law or payer requirements.

6. LITIGATION AND COURT PROCEEDINGS

If you become involved in litigation or another legal proceeding, please notify me as soon as possible.

My primary role is to provide clinical services to my clients rather than to serve as an expert witness or advocate for either party in a legal dispute.

To the extent permitted by applicable law, clients are asked to recognize that involvement of a treating therapist in litigation can affect the therapeutic relationship.

Requests for letters, records, summaries, testimony, depositions, consultations with attorneys, or other legal services may be subject to additional fees.

When a written letter or treatment summary is requested, the document will generally be limited to information that is clinically appropriate, accurate, and legally permissible to disclose.

A minimum of **two weeks' notice** is requested for non-emergency requests for letters or documentation.

Court-related services are subject to the fees described in Section 11 of this disclosure.

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7. SHARING OF INFORMATION

In order to provide appropriate clinical care, it may occasionally be necessary to communicate with other professionals involved in your care.

This may include physicians, psychiatrists, other therapists, school personnel, treatment providers, referral sources, or other professionals when clinically appropriate and legally permitted.

When authorization is required, appropriate written authorization will be obtained before information is released.

Only information reasonably necessary for the purpose of the communication will be shared whenever possible.

Information may include, when appropriate:

- Diagnosis or clinical impressions;
- Treatment recommendations;
- Attendance;
- Progress toward treatment goals;
- Coordination-of-care information;
- Referral information; and
- Other information necessary to facilitate appropriate care.

Clients may revoke an authorization when permitted by law, although revocation may not affect information already disclosed in reliance upon a valid authorization.

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8. ADVANCE DIRECTIVES

Advance directives and mental health advance directives may provide individuals with an opportunity to communicate their treatment preferences in the event they are unable to communicate those preferences themselves.

Clients are encouraged to discuss advance directives with their healthcare providers and legal professionals when appropriate.

Information regarding advance directives may be obtained through appropriate state and federal resources.

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9. GRIEVANCES

If you believe that your rights have been violated or if you have a concern about your treatment or services, I encourage you to discuss the concern with me whenever possible.

You may also contact the professional licensing board or regulatory authority governing the services provided in the applicable jurisdiction.

Colorado

Colorado Department of Regulatory Agencies
Division of Professions and Occupations

1560 Broadway, Suite 110
Denver, CO 80202

Georgia

Georgia Secretary of State
Professional Licensing Boards Division
Applicable professional licensing board

Tennessee

Tennessee Department of Health
Board for Licensed Professional Counselors, Licensed Marital and Family Therapists, and Licensed Clinical Pastoral Therapists

Ohio

Ohio Counselor, Social Worker & Marriage and Family Therapist Board

Interstate Practice

For services provided under an interstate practice privilege, clients may also contact the appropriate regulatory authority in the state where the client was physically located when services were provided.

Licensing board information may change. Current contact information can be obtained through the applicable state's official professional licensing website.

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10. FEES FOR ADDITIONAL SERVICES

From time to time, a need may arise that requires professional time outside of a regularly scheduled counseling session.

Examples may include:

- Completion of forms;
- Preparation of letters;
- Treatment summaries;
- Records review;
- Consultation with another professional;
- Consultation with an attorney;

- Court-related preparation;
- Depositions;
- Court testimony;
- Professional consultation;
- Other services requested by the client that are not included in the standard counseling session.

Services requiring substantial time outside of scheduled sessions may be billed at the practice's applicable hourly rate.

Current Additional-Service Fees

General professional services: $_125_ per hour

Legal/court-related record review and preparation: $250 per hour
Minimum court-related preparation charge: 3 hours / $750

Court testimony: $350 per hour
Minimum court testimony charge: 3 hours / $1,050

Court-related fees may include reasonable professional time associated with preparation, attorney meetings, travel, waiting time, and testimony, as permitted by applicable law and professional requirements.

The fee schedule may be updated periodically.

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11. IN CASE OF EMERGENCY

Heather Brooke, LPC, LLC does **not provide emergency or crisis-response services**.

If you or your child are experiencing a life-threatening or psychiatric emergency, please take immediate steps to maintain safety.

These steps may include:

- Calling **911**;
- Calling or texting **988** for the Suicide & Crisis Lifeline;
- Going to the nearest emergency department;
- Contacting a local crisis-response service; or
- Contacting another qualified emergency mental health provider.

Do not use email, text messaging, a patient portal, or a scheduled counseling appointment as a substitute for emergency services.

When participating in telehealth, emergency services should be contacted in the community where you are physically located.

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12. PROFESSIONAL BOUNDARIES & SOCIAL MEDIA

The therapeutic relationship is a professional relationship.

To protect confidentiality and professional boundaries, I may limit social media connections or interactions with current and former clients.

Information posted publicly on social media may not be considered confidential.

Clients should not use social media messaging, direct messages, or personal social media accounts to communicate urgent or confidential clinical information.

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13. NEUROFEEDBACK SERVICES

Neurofeedback may be offered as an adjunctive service when clinically appropriate and within my professional training, competence, and applicable legal scope of practice.

Neurofeedback is not represented as a guaranteed treatment or cure for any particular mental health condition.

The appropriateness of neurofeedback will be discussed on an individual basis.

Clients may ask questions about the purpose, process, expected benefits, limitations, and alternatives to neurofeedback services.

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14. COACHING AND NON-CLINICAL SERVICES

In addition to professional counseling, I may provide coaching, educational, speaking, mindset, personal development, or other non-clinical services.

Coaching is distinct from psychotherapy.

Coaching services may focus on areas such as:

- Personal development;
- Leadership;
- Mindset;
- Performance;
- Goal setting;
- Professional development;
- Purpose and personal growth;
- Life transitions.

Coaching services are not a substitute for mental health treatment when clinical treatment is indicated.

Clients will be informed when a service is being provided as coaching rather than psychotherapy.

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15. PROFESSIONAL SUPERVISION

I provide professional supervision to qualifying counseling professionals when permitted by applicable state law and within my qualifications and scope of practice.

Supervision may include clinical consultation, case review, professional development, ethical discussion, documentation review, and other activities required by the applicable licensing jurisdiction.

Supervision is provided according to the requirements of the jurisdiction in which the supervisee is seeking or maintaining licensure.

Supervision does not automatically establish a counselor-client relationship between the supervisor and clients served by the supervisee.

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16. ACKNOWLEDGMENT OF CLIENT RIGHTS

I have read the preceding information regarding professional counseling services provided by Heather Brooke, LPC, LLC.

I understand that:

- I have the right to ask questions about my counseling services.
- I may ask about treatment methods and techniques.
- I may discuss fees and financial responsibility.
- I may ask about confidentiality and its limitations.
- I may seek a second opinion.
- I may terminate counseling, subject to applicable law and financial obligations.
- Telehealth has specific benefits, risks, and limitations.
- Emergency services are not provided by Heather Brooke, LPC, LLC.
- My physical location may affect whether telehealth services can legally be provided.
- My counselor may recommend referral or additional services when my needs exceed the counselor's scope of practice or available services.
- I have received information about how to file a grievance or contact the appropriate licensing authority.

I acknowledge that I have received a copy of this Professional Disclosure Statement and have had the opportunity to ask questions.

By signing below, I acknowledge that I understand the information contained in this disclosure and consent to proceed with counseling services.

CLIENT / GUARDIAN SIGNATURE

Client Name: _____

Client/Guardian Signature: _____

Date: _____

Client/Guardian Printed Name: _____

Relationship to Client, if applicable: _____

THERAPIST ACKNOWLEDGMENT

Heather Brooke, LPC

Colleen Rafferty, LPCC / Whitney Allgood, LPCC / Joshua Adams, Intern

Signature: _____

Date: _____

Heather Brooke, LPC, LLC
970-430-6552
heatherbrookelpc@gmail.com
www.heatherbrookelpc.com

Licensed Professional Counselor:
Colorado | Georgia | Tennessee | Ohio

Interstate Practice Privileges/Authorizations, as ap