

MANDATORY DISCLOSURE STATEMENT, INFORMED CONSENT, & OFFICE PROCEDURES

**Lorna Hecker, Ph.D., LLC, Registered Psychotherapist**

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This disclosure is made in compliance with the Department of Regulatory Agencies, for the state of Colorado.

Degrees and Experience. I have a Ph.D. in Child Development and Family Studies with a specialization in marriage and family therapy from Purdue University. I also have a master's degree in Counselor Education from Western Illinois University. I directed the Purdue University Northwest Couple and Family Therapy Center for 25 years, and had a private practice in Indiana during that time.

I am a Registered Psychotherapist in Colorado (#0108922, effective 8/16/2018) and a licensed marriage and family therapist in Indiana (#3500000812A; effective 4/1/1993). I am also a Clinical Fellow and Approved Supervisor in the American Association for Marriage and Family Therapy. I am Certified in Healthcare Privacy and Security through the American Health Information Management Association.

Colorado Department of Regulatory Agencies. The Colorado Department of Regulatory Agencies 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 agency within the Department that has responsibility specifically for licensed and Registered Psychotherapists is the Department of Regulatory Agencies, Mental Health Section, 1560 Broadway, Suite 1350, Denver, CO, 80202. Their phone number is 303-894-7766.

Your Rights and Important Information. You are entitled to receive information from me about my methods of therapy, the techniques I use, the duration of therapy (If I can determine it), and my fee structure. Please ask if you would like to receive this information.

You have the right to seek a second opinion from another therapist or terminate therapy at any time.

In a professional relationship (such as ours), sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the Department of Regulatory Affairs, Mental Health Section.

Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the therapist is a licensed psychologist, licensed social worker, licensed professional counselor, licensed marriage and family therapist, licensed or certified addictions counselor, or an Registered Psychotherapist 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 as listed in Colorado statutes (C.R.S. 12-43-218). You should be aware that provision concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S. 13-90-107. There are exceptions that I will identify to you as the situations arise in therapy. The legal exceptions to confidentiality include: Intent to harm others or yourself, the intent to commit a crime, abuse, neglect or suspected abuse or neglect of children, possibly the abuse or the elderly or others unable to care for themselves, and if there is a suspected threat to national security.

Minors who are 15 years or older are allowed to consent to their own mental health treatment. However, under Colorado law, C.R.S. § 14-10-123.8, parents have the right to access mental health treatment information concerning their minor children unless the court has restricted access to this information. If you request treatment information, I may provide you with a treatment summary in compliance with Colorado Law.

Our sessions are legally confidential, and I will not share your treatment information with others unless legally required. However, Colorado law does allow me to share limited information with other professionals when it is for treatment purposes (e.g. case consultation), payment purposes, or health care operations (e.g. an audit). Release of your psychotherapy notes always requires your written permission.

Any other forms of communication, including emails, text messages, phone conversations are not guaranteed to be secure. Please consider the nature of your communication to ensure your confidentiality.

Informed Consent. Psychotherapy is not easily described in general statements, and depends upon personalities of the client, therapist, and the particular problems the client is addressing. There are different methods utilized to deal with the problems you present; whenever possible, I utilize evidenced-based treatment methods (those shown by research to work), and tailor treatment to your specific needs. However, therapy requires an active effort on your part to be successful. This may mean working on issues via homework between sessions.

Psychotherapy has many potential benefits (e.g. feeling better, improved relationships, symptom relief), but there are some risks as well. Because therapy involves discussing uncomfortable topics, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and so on. Always feel free to discuss your reactions to therapy with me, so we can best establish a pace of therapy that works well for you. Our first few sessions will involve an evaluation of your needs; then we will devise appropriate treatment goals and objectives so that you will have a sense of whether or not you are progressing in treatment. If you (or I) believe that you are not making adequate progress, we can discuss referrals to an alternate therapist who may better suit your needs.

Fee Structure. The fee for a 50-minute therapy session is \$140.00; Intake sessions (the first session) is \$185 and is 70 minutes. Clients will be billed for full sessions for missed appointments canceled with less than 24 hour notice. Checks should be made payable to **Lorna Hecker, Ph.D., LLC**. The returned check fee is \$25.00. In the event any account is referred to collections, the client agrees to pay reasonable attorney fees and court costs if any. Payment is expected at time of service.

I do not bill insurance. However, a "superbill" which is a detailed statement of service will be provided upon request. Insurance may provide coverage for a portion or all of your session fee. You will be

responsible for billing your insurance. Whether or not you are using insurance, it remains your responsibility to pay for sessions at the date of service. You can call you insurance ahead of time to see if they reimburse for a doctoral level “registered psychotherapist.”

In addition to regular appointments, I will charge a pro-rated amount for other professional services that you may need (report writing telephone conversations lasting longer than five minutes, attendance at meetings with other professionals on your behalf, and time spent performing any other service you request of me). If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party.

Professional Records. The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. You may consent, in writing, to release your records to others. You have the right to revoke this authorization in writing, at any time. However, a revocation is not valid to the extent that I have acted in reliance on such authorization.

Divorce and Custody Litigation. If you are involved in a divorce or custody litigation, my role as a therapist is *not* to make recommendations to the court concerning custody or parenting issues. By signing this statement, you agree not to subpoena me to court for testimony or for disclosure of treatment information in such litigation, and you agree not to request that I write any reports to the court or to your attorney, making recommendations concerning custody. The court can appoint professionals who have no prior relationship with family members to conduct these evaluations and make recommendations to the court.

Contacting Me. If I am not available when you call, please leave a voice message or send me a text (970-617-4035) and I will respond at my earliest convenience. This is typically within 24 hours, with the exceptions of weekends and holidays. If you are unable to reach me and believe you are in crisis, contact your family physician, 911, or go to the nearest emergency room. A crisis hotline is also available at (844-493-8255).

Questions? If you have any questions or would like additional information, please feel free to ask.

I have read the preceding information, and the credentials provided, and understand my rights as a client. Signing this form indicates my informed consent to receive treatment.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature #2 (Couple Therapy)

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

Client Signature #3 (Family Therapy)

Date

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Client Signature #4 (Family Therapy)

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Date