

# ***Mandatory Disclosure and Informed Consent for Treatment***

## Welcome

Welcome to my practice. I look forward to finding out more about you and getting started on our work together. This introductory document is long and more focused on legalities than I would prefer, but it is necessary to fulfill the requirements of the State of Colorado Department of Regulatory Agencies. Hopefully it also conveys useful information about your rights and responsibilities as a client and about my approach to treatment. Don't hesitate to ask questions or discuss anything you would like to know more about.

## Names

The legal name of my practice is Dr. Heather Smith LLC, also known as Artful Science (my DBA). In this document and my other forms I will refer to you as either a client or a patient. I will use those terms interchangeably.

## Educational and Licensing Information

- I hold Masters of Science and Ph.D. degrees in Counseling Psychology from Colorado State University
- I am licensed in Colorado as a Psychologist (License #3984, expires 8/2025)

As to the regulatory requirements applicable to mental health professionals: A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. (I meet these qualifications and have over 20 years of psychotherapy experience.)

## Regulation of Psychotherapy

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. They require that I include the following information:

- In a professional relationship, sexual intimacy is never appropriate and should be reported to the Department of Regulatory Agencies, Mental Health Section.
- You are entitled to receive information about my methods of therapy, the techniques I use, and the duration of therapy (if I can determine it).
- You are entitled to know my fees for services.
- You may seek a second opinion from another therapist or may terminate therapy at any time.
- My records will be maintained for seven years from the date of treatment.

Any questions, concerns, or complaints regarding the practice of psychotherapy may be directed to: Department of Regulatory Agencies, Professional Counselors Examiners Board, 1560 Broadway, Suite 1370, Denver, CO 80202; Phone: (303) 894-7800.

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It is my hope that you would address any concerns that you might have about your counseling experience directly with me. My goal is to provide you with high quality, ethical service and your feedback will help me to make sure that I am doing that. If you perceive there to be a problem I would like the opportunity to make the necessary changes to resolve it.

### Confidentiality

One of your most important rights as a client involves confidentiality. Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in section 12-245-301 — 12-245-309 of the Colorado Revised Statutes (<http://www.lexisnexis.com/hottopics/Colorado/>) and the HIPAA Notice of Privacy Rights you were provided, as well as other exceptions in Colorado and Federal law. For example, mental health professionals are required to report child abuse to authorities. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

### Confidentiality Guidelines for Work Involving More Than One Person

Confidentiality in Discernment Counseling and other forms of multiple-client counseling requires additional considerations to those of individual therapeutic work. When working with a couple or group I regard the relationship as the client. Depending on the situation I may meet with clients either together or individually. I may also refer one or both clients for individual work with another therapist if it appears concerns may best be addressed separately. In general I treat information shared in individual sessions confidentially, though I may encourage information to be shared by you in the couples' sessions. Note that in any couples or group counseling there is the risk that I may inadvertently share confidential information because of the common cognitive error of source confusion (misremembering who shared the information with me). This is also true if you refer someone you know to me and I am meeting with each of you individually.

If you are in individual counseling with me and decide to bring in another person who is not also my client, my intention cannot be to treat that person. Most often they are invited in to share information that will help me in my work with you, because you need to include them in implementing your treatment plan. While I would never intentionally share anything with that person that you have told me in confidence, I cannot guarantee that no part of the conversation will reveal anything about you that you would not want them to know. Please know that this is a risk that you take if you choose to bring another person into your individual therapy session.

### Consultation with Other Professionals

In conformance with ethical guidelines and to assure highest quality care, I may occasionally discuss your treatment with other licensed mental health professionals, but your anonymity will be maintained whenever possible. The professionals consulted are also legally bound to keep the content of our consultations confidential.

### Appointments and Late Cancellations

Please call (720) 263-1185 to schedule your appointments. If you are unable to keep an appointment, please notify me 24 hours in advance to cancel or reschedule. Since I recognize that unexpected circumstances sometimes arise I will forgive one no show/late cancellation, but after that I will charge a \$50 fee to help me

cover the expense of having your slot not filled. If I have your credit card on file I have the right to charge your card for this fee without your explicit permission, though in practice I will generally discuss the situation with you first. As with all parts of this document, please talk to me if you have any concerns about how this policy applies in your situation.

### Contacting Me, Privacy and Online Services

Due to the nature of my work, I am often not immediately available by phone. If you need to talk with me between appointments, call my business phone at (720) 263-1185. If I can't speak with you at that time, leave your message on my voicemail with day and evening phone numbers and I will return your call as soon as possible. There may be times when I am unable to receive or respond to messages quickly, such as when I'm out of cellular range or out of town. If you have left a message and haven't received a call back please don't hesitate to text me.

When you do text me, please be patient with the fact that I often do not see text messages right away or reply immediately. Also, note that I don't receive texts directed to the phone number listed in some online directories – please text my 720-263-1185 number. It helps if you include the best times to reach you. If I have not returned your call or texted back within 24 hours please leave another message for me because technology sometimes fails. For example, when I am traveling there is no way for me to set an away message for my text messages. If you choose to text me I would prefer that you use Signal Messaging, a free and highly secure app that will provide added security and confidentiality to our communication. It can be downloaded for free from [www.signal.org](http://www.signal.org).

If you have a message of substance I would prefer you send a secure message through my client portal (<https://DrHeatherSmith.secure-client-area.com>) or phone me.

You are welcome to email me at [Heather@drheathersmith.com](mailto:Heather@drheathersmith.com), but it is better to message me through my secure site (<https://DrHeatherSmith.secure-client-area.com>). Please be aware that email is not a secure form of communication and I cannot guarantee your confidentiality; my client portal is more secure and confidential, though of course no electronic system is completely risk-free. If you choose to use email or text or leave a voice message to communicate with me, you are indicating that you recognize the dangers and potential for breach of confidentiality associated with these technologies and are willing to accept this risk. Please also realize that while I check email most days I cannot guarantee that I will always receive it and reply immediately, so please do not use email to communicate time-sensitive information – please call me. Lastly, while I am always open to receiving messages and will read what you write, I may not send a detailed response. Please do not interpret that as a lack of interest; it is just not feasible for me to provide therapeutic services in writing. We can discuss what you've written in our next therapy session.

Please know that if we use electronic communications methods, such as email, texting, and online video, there are various technicians and administrators who maintain these services and may have access to the content of those communications. Of special consideration are work email addresses. If you use your work email to communicate with me, your employer may access our email communications. There may be similar issues involved in school email or other email accounts associated with organizations that you are affiliated with. Additionally, people with access to your computer, mobile phone, and/or other devices may also have access to your email and/or text messages. Please take a moment to contemplate the risks involved if any of these persons were to access the messages we exchange with each other.

For all record keeping, including my appointment calendar, I use a secure, HIPAA compliant system that is operated by Counsol. I also use Google Calendar but only your client number shows up in that system. I may store your first name (and sometimes last initial, or just your initials) and phone number in Google Contacts so that I have your number readily available in case I need to contact you and so I know who you are if you call in or send me a text message. If you do not want me to store your number in Google Contacts please let me know and I will keep it only in my secure client system.

For video sessions, I use a range of HIPAA compliant platforms including Counsol, VSEE, Google Meet, Doxy.me, and Spruce. I have not been able to find one software solution that works on every technology, so I offer a range of options. We may have to experiment to find the right one for us.

Please refrain from making contact with me using social media messaging systems such as Facebook Messenger or LinkedIn. The current ethical standards of my profession take a negative view of using social networking to communicate with clients and do not allow me to “friend” you. Also, I personally don’t check those websites often, and they have terrible security. Please just use my messaging system, text, email or phone if you’d like to send me a message.

### Mental Health Emergencies

In case of a mental health emergency call me at 720-263-1185. If you are unable to reach me please call your physician or psychiatrist, or call the national mental health crisis hotline 988. You could also visit the Colorado Crisis center at <http://coloradocrisiservices.org>. They have a free, confidential phone number -844-493-TALK(8255) - that you can call 24/7, as well as a list of locations you can visit to get immediate help. You can also call 988, the national mental health crisis hotline. If you feel in imminent danger of harm you should not call me but rather should go directly to the crisis center or to a local hospital (one nearby hospital specializing in mental health issues is [Centennial Peaks](#).) You can also visit your nearest emergency room or call 911.

Please note that SMS (normal phone text messages) are not designed for emergency contact. Text messages occasionally get delayed or even lost. So, please refrain from using texting as your sole method of communicating with me in emergencies.

### Termination

Therapy is a two-way, genuine relationship between therapist and client. I care about my clients and think about them between sessions and after they stop seeing me. When clients drop out unexpectedly it is difficult for me and I wonder what happened. I recognize that people discontinue treatment for many good reasons. Sometimes they are feeling better and no longer need my services. Sometimes they can no longer afford to continue with me. Sometimes they are dissatisfied with the services I’ve provided. When you are ready to discontinue therapy, I would appreciate it if you would tell me that directly and let me know why you’ve decided to stop coming in. If possible, I would like to have a termination session with you to discuss our work and to say goodbye. If I have done something that has hurt you or that you didn’t like, I’d appreciate the chance to apologize and repair our relationship if possible. If you do stop coming in and I haven’t heard from you, I may call, text or email to check in and see how you are doing. If I still haven’t heard from you within two months I will consider your file closed, but you are always welcome to come back at a later date and I will happily reopen your file.

It is also important for you to know that I am ethically required to terminate services with you if it is clear that you are not benefitting from treatment, or if I believe that the services you require are beyond my scope of expertise. I will, of course, first talk with you about this decision and what your options are for receiving treatment elsewhere. In addition to my legal and ethical obligations to refer out, I strongly believe that it is the clinically correct thing to do when I am not being as helpful as you need me to be. Psychotherapy outcome research indicates that transferring to a different therapist when you are not making progress is likely to result in you getting back on track and moving toward your treatment goals. No matter how much we might feel connected to each other and enjoy our sessions, if you are not getting the results you want and I have tried unsuccessfully to address that problem you should switch to a different therapist. That often feels difficult for both of us when it happens, but it is worth the discomfort for you to get the help you need to have the life you want.

### Fees

My regular fee is \$185 for a 53-minute session and is due at time of service unless we specifically make other arrangements (such as a reduced rate based on my sliding scale – see below). Session length and frequency can be modified based on your needs and fees will be adjusted accordingly. My initial intake session is 84 minutes and \$275. Discernment Counseling Couples meet for 115 minutes for the first session for \$360, and follow up sessions are 84 minutes for \$275. Most clients prefer that I charge the credit card on file in my secure records system at the end of each session, but I also accept cash, checks, Paypal, Venmo and Zelle. You can view your invoices and payment history through my secure client portal (<https://DrHeatherSmith.secure-client-area.com>).

Your payment might be a tax-deductible medical expense (but please consult a tax professional for details about claiming that deduction). You may also be able to pay my fees from a tax-exempt Health Savings Account or Flexible Spending Account.

### Insurance

I am contracted directly with Colorado Access, CCHA, and Carelon Behavioral Health (all Medicaid), Medicare, Lyra and the Veteran's Affairs Community Care Program. For other insurance payers I will be glad to provide out-of-network service and provide you with a superbill for services rendered should you desire to seek insurance reimbursement on your own. For many out-of-network insurers I will be glad to submit the claim in your behalf, though I will require payment up front and they will reimburse you directly. If you want to bill your insurance, please share that information with me at the beginning of treatment.

Please let me know in advance if you have Medicaid coverage. It is illegal for me to charge money for any service Medicaid would have covered. I will simply bill Medicaid for your sessions with me.

Similarly, if you have Medicaid and another primary insurance, I am legally required to bill your other insurance first. Medicaid is always secondary. Please let me know if you have insurance in addition to your Medicaid.

Note that you are responsible for the cost of services should your insurance company deny your claim or fail to pay. I will do everything in my power to avoid this situation, and we will discuss up front what you can expect your costs to be. In some cases (such as with some types of Medicaid) you may be legally exempt from

paying me directly. In most cases, however, I am billing insurance as a convenience to you and you are agreeing by signing this document that you will pay any charges incurred.

You should be aware if you are using insurance your contract with your health insurance company requires that I submit information relevant to the services provided to you, including a clinical diagnosis. Sometimes I am also required to provide additional clinical information such as treatment plans or summaries, or a copy of your entire clinical record. Though insurance providers are mandated to keep that information confidential, I obviously have no control over how the information is used. By signing this form you agree that I can provide requested information to your insurance carrier if they are being billed for sessions. Of course if we do not bill your insurance company for services this does not apply and no information will be released to them.

### Credit Card Transactions

I use Bluepay for credit card transactions. They are processed through Counsol, the electronic database I use to maintain all of your clinical records and for secure messaging. Bluepay will store your masked credit card number so that I can run charges after our sessions without having to get your credit card information each time, and in signing this document you are giving me permission to do that. Bluepay or Counsol may send you receipts for payment by email or text message. These receipts will include my business name, and may indicate that you have paid for a therapy session. The receipt will go to the phone number or email you have on file with me. Please make sure that you are comfortable receiving confirmation emails at those points of contact, and think through who else might have access and whether that could create an unwanted confidentiality breach (e.g. using a work email address could allow others in your company to see you are making and paying for appointments with me).

In addition to these possible emails or text messages, payments made by credit card will appear on your credit card statement as being made to Dr Heather Smith, LLC. Please consider who might have access to your statements before making payments by credit card.

### Health Savings Accounts and Flexible Spending Accounts

If you are using a Health Savings Account (HSA) or Flexible Spending Account (FSA) payment card, please be aware that even if your payment goes through and is authorized at the time that we run your card, there is a possibility that your payment could later be denied. In the event of this happening, you are responsible for ensuring that full payment is made by other means. If your financial institution is requesting receipts, you can easily obtain documentation through the client portal (<https://DrHeatherSmith.secure-client-area.com>).

### Financial Need

For those who demonstrate financial need using proof of income, I can temporarily provide services on a sliding scale based on income and family size. The scale is available on request. Please note that you must request a sliding scale rate *in advance* of receiving services; I will not routinely ask if you are eligible for a reduced rate. I might refuse your request to work with me on a sliding scale if my allocated sliding scale slots are already full, and offering the scale does not obligate me to take clients at these rates. If you do work with me at a reduced rate we will reevaluate and reset your rate at least once every six months. I may also revise your rate at any time in response to a change in your financial situation.

Additional Services

If you ask me to provide other services such as report writing, telephone conversations lasting longer than 10 minutes, or preparation of records or treatment summaries, I will charge my regular hourly fee. Matters such as court testimony, evaluations, and child custody are not within the scope of my work. I do not testify in court in behalf of clients because I believe it impedes our therapeutic relationship and creates a potential conflict of interest. I do not participate in any way in child custody or divorce proceedings. I will not respond to a subpoena from an attorney. If you become involved in legal proceedings in which a judge orders my participation you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. I charge \$500 per hour for preparation and attendance at any legal proceeding.

Consent

I have read the preceding information (parts of which will also be presented verbally) and I understand my rights as a client or as the client’s responsible party. I consent to receiving counseling and/or other psychotherapeutic services provided by Dr. Heather Smith LLC and agree to abide by the requirements outlined above.

<b>Client (or Responsible Party) Printed Name</b>	<b>Date</b>	<b>Signature</b>

\_\_\_\_\_  
If signed by Responsible Party, please state relationship to client and authority to consent

Feel free to ask questions after reviewing this form. I look forward to working with you!