

Soul Song Counseling, PLLC
Rebecca Hart, MA, LPC
1221 S Clarkson St. Suite 202
Denver, CO 80210
303.217.3688

DISCLOSURE STATEMENT AND INFORMED CONSENT FOR SERVICES

Welcome to Soul Song Counseling, PLLC (“Soul Song”). Please read this document carefully as it contains important information about Soul Song’s professional services and business policies. If you have any questions or would like additional information, please let me know. When you sign this document, it will represent an agreement between us regarding our professional services.

Therapy Services

It can be difficult to describe therapy in general statements, as it varies based on the personalities of the therapist and client and the issues that you hope to address. Therapy is not like a medical doctor visit and instead calls for you to be an active participant in the process, both in sessions and between sessions.

Therapy can have benefits and risks. Therapy often involves discussing difficult topics and can bring up feelings of sadness, anger, guilt, or hopelessness. However, therapy often has benefits to the people who experience it and may lead to better relationships, solutions to specific problems, and reductions in negative feelings. There is no guarantee that therapy will yield positive results. Every effort will be made to provide you with a positive and healing experience, but every therapy experience is unique and varies among individuals.

If you ever have questions or concerns about the therapy work we are doing, please feel free to discuss those with me. If we determine that you are not benefitting from therapy or need a different level of care, I will help you in finding appropriate referral resources.

Mandatory Disclosures

The following information is provided in accordance with Colorado Revised Statutes §12-43-214:

Practice Information

Rebecca Hart, MA, LPC, PMH-C
Soul Song Counseling, PLLC
1221 S Clarkson St. Suite 202
Denver, CO 80210
303.217.3688

Education, Training, and Licensure Information

Bachelor of Arts in Sociology, The University of Georgia, 2003
Masters in Clinical Mental Health Counseling, Argosy University, Denver, 2009
Licensed Professional Counselor, Colorado License No. 0006326

Regulation of Mental Health Professionals in Colorado

The practice of licensed, certified, or registered mental health professionals is regulated by the Department of Regulatory Agencies (“DORA”) Division of Professions and Occupations (“DOPO”). The Board of Licensed Professional Counselor Examiners regulates Licensed Professional Counselors, and can be reached at 1560 Broadway, Suite 1350, Denver, CO 80202, 303-894-7800.

Levels of regulations 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.

A Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a master’s degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. A Licensed Social Worker must hold a master’s degree 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 Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1,000 hours of supervised experience. 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. A Licensed Addiction Counselor must have a clinical master’s degree and meet the CAC III requirements. A Registered Psychotherapist is registered with the State Board of Registered Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

Additional Mandatory Disclosures

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.

You may seek a second opinion from another therapist or may terminate therapy at any time.

In a professional relationship, sexual intimacy is never appropriate. If sexual intimacy occurs it should be reported to DORA at (303) 894-7800, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202; State Board of Licensed Professional Counselor Examiners.

The information provided by you during therapy sessions is legally confidential in the case of licensed marriage and family therapists, social workers, professional counselors, and psychologists; licensed or certified addiction counselors; and registered psychotherapists, except as provided in section 12-43-218 and except for certain legal exceptions that will be identified by your therapist should any such situation arise during therapy.

Professional Fees

My hourly fee for therapy sessions is \$175 per session. Therapy fees are based on a 60 minute session. If we meet for more than the regularly scheduled hour, I will charge accordingly for the additional time. I also charge this same hourly rate for other professional services, such as report writing, telephone calls,

preparation of reports or treatment summaries, meeting with other professionals with your authorization, and time spent performing other services you request of me.

If you become involved in legal proceedings, I charge \$350 per hour for services related to your legal matter. You will be responsible for paying for any professional time I spend on your legal matter, even if the request comes from another party. Professional time spent on your legal matter includes, but is not limited to: attorney fees that I may incur in preparing for or complying with the requested legal services; testimony related matters such as case research, report writing, travel, depositions, actual testimony, cross examination, and courtroom waiting time.

Billing and Payments

You will be expected to pay for each session at the time it is held unless we have agreed otherwise in advance. If your account has not been paid for more than thirty (30) days and payment arrangements have not been agreed upon, your account will be considered past due and I have the option of using legal means to secure the payment. This may involve using a collection agency or filing a claim in small claims court. In collection situations, I will make all efforts to release the minimum information necessary to proceed with collections or a claim, which will include the client name, dates, times, and the nature of services, and the amount due. Before I engage a collection agency, I will provide you with written notice of my intent to do so, sent to your last address I have on record, and give you an opportunity to make payment arrangements.

Health Insurance

Not all mental health services are covered by health insurance, and it is your responsibility to understand what mental health services your insurance policy covers. I will fill out forms and provide you with whatever reasonable assistance I can to help you receive the benefits to which you are entitled. If you have questions about what your policy covers, you should contact your plan administrator to better understand your coverage. It is often the case that covered mental health services are limited to short term treatments, and it may be necessary to seek approval for therapy after a certain number of sessions. In order for us to set realistic goals for treatment, it is vital that you have a good understanding of your benefits and evaluate the resources that you have available to pay for treatment. In addition, insurance companies may not provide reimbursement for all aspects of the services I provide such as preparing treatment summaries, records, or professional consultations.

If, for any reason, your insurance company, HMO, or other third party payor does not compensate Soul Song for the services I provide, you are solely responsible for full payment of my fees. In addition, signing this form gives Soul Song permission to communicate with your insurance company, HMO, other third-party payor, collection agency, or anyone connected to your therapy funding source regarding payment. Your insurance company may request information about the services Soul Song provides, including but not limited to a diagnosis, description of services or symptoms, treatment plan or summary, and in some cases, your entire client file. Once your insurance company receives such information, Soul Song has no control over the security measures the insurance company uses to protect the information or whether the insurance company shares the information. You may request a copy of any report that Soul Song submits to your insurance company on your behalf. In these situations, Soul Song will try to release the minimum information necessary.

Confidentiality

In general, the privacy of communications between a therapist and client is protected by law, and I can only release information about our work together with your written permission. However, there are certain exceptions to confidentiality. These exceptions are listed in the Colorado statutes, C.R.S. §12-43-218.

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.

In such situations, 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.

In addition, I may disclose confidential information in the course of consultation with other professionals. I will make every effort to avoid revealing your identity in the course of such consultation, and any professional with whom I consult will be legally bound to keep the information confidential. Signing this document gives me permission to consult as necessary. I may also reveal confidential information in the event of an investigation of a complaint or civil suit filed against me or if I am ordered to do so by a court of law. In addition, there may be other exceptions to confidentiality as provided by HIPAA regulations and other Federal and/or Colorado laws and regulations that may apply.

Electronic Communications

Although confidentiality extends to communications by text, email, telephone, and/or other electronic means, I cannot guarantee that those communications will be kept confidential and/or that a third-party may not access our communications. Even though I utilize reasonable security measures, there is a risk that our electronic or telephone communications may be compromised, unsecured, and/or accessed by a third-party. By initialing below, you consent and authorize Soul Song to communicate Protected Health Information (“PHI”) through the following unsecure transmissions (please initial all of your choices):

- _____ Cellular/Mobile phone, including text messages and voicemails
Cell number: _____
- _____ Unsecured email
Client’s email address: _____ Send Receive
Therapist’s email address: _____ Send Receive
- _____ Appointment/Scheduling Reminder System (Simple Practice)
- _____ Other Media: Please describe: _____
- _____ I do not wish to have my protected health information transmitted electronically

Communication Between Sessions

I am often not immediately available by telephone. If you call my office and leave a voicemail or other message, I will do my best to return your call by the end of the next business day (excluding weekends and holidays). If you are unable to reach me and feel that you cannot wait for me to return your call,

please contact your family physician or nearest emergency room for assistance. If I will be unavailable for an extended period, I will provide you with the name of a colleague to contact if necessary.

Emails and text messages are to be used for administrative purposes only, such as scheduling or changing appointments, billing issues, and other such issues. Please do not email or text about clinical matters; if you need to discuss a clinical matter, please call so we can discuss it on the phone or wait until your next scheduled appointment.

Interruption of Services – Professional Designee

In the event that I am disabled, die, or become incapacitated, the following provider will act as my Professional Designee and will have access to my client files. The Professional Designee will contact you to notify you of the event and will assist in continuing your care and treatment with the least amount of disruption possible by providing you with referrals and transferring your client record, if requested, to your new provider. If you are not comfortable with the below listed Professional Designee for any reason, please let me know and we will discuss alternatives.

Crystal Hines, LPC
The Kali Institute
2095 W 6th Ave, Suite 213
Broomfield, CO 80020
720.288.3695

Statute of Limitations

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. Soul Song shall maintain records as required by law and as described in the “Record-Keeping” section below.

Record-Keeping

In general, Soul Song does not maintain a physical paper record and instead uses an electronic record system. Records are maintained and will be destroyed in accordance with state and federal laws and regulations. Currently, Colorado law requires that Soul Song maintains 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.

Soul Song may also store and maintain client information electronically on Soul Song’s computers and/or mobile devices. To maintain security and protect this information, Soul Song takes reasonable precautions which may include the use of firewalls, antivirus software, encryption methods, and changing passwords regularly to protect computers and devices from unauthorized access.

Soul Song uses a cloud-based service called Simple Practice for storing or backing up client records. To help maintain the security of the electronically stored information, Soul Song has entered into a HIPAA Business Associates Agreement with Simple Practice under which the company is required by federal law to protect the electronic information from unauthorized use or disclosure. It may be necessary for other individuals to have access to the electronically stored information, such as Simple Practice’s workforce

members, in order to maintain the system itself. Federal law protecting the electronically stored information extends to these workforce members. If you have any questions about the security measures Soul Song employs, please ask.

Teletherapy

In general, I do not provide teletherapy such as therapy over the phone or other electronic means. Communications over text or email should be limited to administrative purposes such as appointment scheduling. If you want teletherapy, you can discuss that with me and I will determine if teletherapy is appropriate at my sole discretion.

Social Media Policy

I do not accept personal Facebook, LinkedIn, Twitter, Instagram, and/or other friend/connection/follow requests via any Social Media. Any such request will be denied in order to maintain professional boundaries. Soul Song has, or may have, a business social media account page, but there is absolutely no requirement that you “like” or “follow” this page. If you should “like” or choose to “follow” Soul Song’s business social media page, you understand that others will see your name associated with “liking” or “following” that page. You also understand that this applies to any comments that you post on Soul Song’s page/wall. Any comments you post regarding therapeutic work between us will be deleted as soon as possible. You agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform, including online review sites and you will instead discuss any concerns or questions with me directly.

If you have any questions regarding social media, review websites, or search engines in connection to my therapeutic relationship, please contact me immediately and address those questions.

Emergency Services

I provide non-emergency therapeutic services by scheduled appointment only. If you are experiencing a true emergency and are unable to contact me by the telephone number provided, you will call 911, check yourself into the nearest hospital emergency room, or call Colorado’s Crisis Hotline at (844) 493-8255. I do not provide after-hours treatment without an appointment.

Cancellation, No-Shows, and Termination

Your designated hour is your financial responsibility; therefore you agree to pay for your appointment regardless of whether or not you are present. You are able to “make up” for cancelled appointments within the week before, during, or after the date of your absence, if our schedules align. I will make every effort to find a time for you. You are allotted one “free” cancellation per year. You are not required to pay for sessions that I cancel. I will make every effort to alert you of my planned vacation times in advance.

If you cancel your appointment within 24 hours of the scheduled time or fail to show up at the appointment without notice (“no-show”), excluding emergency situations, I have the right to charge you for the full amount of the session. Please be aware that most insurance companies will not provide reimbursement for cancellation fees and you will be personally responsible for the payment of any such fees.

If you choose to discontinue therapy for more than sixty (60) days without communicating with me or Soul Song, your therapy will be considered terminated. If you want to resume therapy after termination, please discuss this with me. The ability to resume treatment will depend on availability and will be at my sole discretion.

By signing below, you affirm that you have read and understand this document, agree to abide by its terms during our professional relationship, and you consent to receive the services described herein.

Client Name (Please Print)

Client's Signature

Date