

Listen Counseling Center PLLC
admin@listencounselingcenter.com
720.789.4080
This notice went into effect on January 1, 2022



CONSULTATION CONSENT

Even though you are not a client of Listen Counseling Center PLLC, certain limits to confidentiality must be addressed before the free consultation.

General Rule of Confidentiality:

Information disclosed to a psychological professional is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person whom the sought testimony relates, unless ordered by a presiding court official.

Exceptions to the Rule of Confidentiality:

There are exceptions to the general rule of legal confidentiality. These exceptions include situations involving assessment that the individual is an imminent danger to self or others or in danger of becoming gravely disabled.

I am required to report any abuse or neglect of a person under 18, an at-risk elder, or adults with intellectual or developmental disabilities and any sexual improprieties by a person in a position of trust, including past childhood sexual abuse.

If a legal exception arises, you will be informed accordingly if feasible. Behavioral Health Laws and Rules, including The Mental Health Practice Act (CRS 12-245-101), are available at: <https://www.colorado.gov/pacific/cdhs/behavioral-health-laws-rules>

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MANDATORY DISCLOSURE STATEMENT

The therapeutic relationship is unique in that it is a highly personal and, at the same time, a contractual agreement. Given this, we need to reach a clear understanding of how our relationship will work and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

TREATMENT PROFESSIONAL

Danielle Jones MA, LAC, LPC, NCC is a Licensed Addiction Counselor and Licensed Professional Counselor, licensed by the Office of Behavioral Health, Colorado Department of Human Service. She is the Chief Executive Officer and Clinical Director of Listen Counseling Center PLLC.

Education

Bachelor of Arts in Psychology April 2006 Metropolitan State University of Denver, Denver, CO

Master of Arts in Clinical Mental Health Counseling May 2019 Regis University, Denver, CO

National and State Licenses, Certifications, Registrations

- Licensed Professional Counselor (LPC); License #17106; Licensed 04/21; State of Colorado, Department of Regulatory Agencies, Division of Professions and Occupations, Denver CO
- Licensed Addiction Counselor (LAC); License #1409; Licensed 01/20; State of Colorado, Department of Regulatory Agencies, Division of Professions and Occupations, Denver CO
- National Certified Counselor (NCC); Certification #113929; Certified 02/20; National Board for Certified Counselors, Greensboro NC

Professional Training and Certifications

- Certification in Dialectical Behavior Therapy (C-DBT) (06/20); Evergreen Certifications, Eau Claire, WI
- Clinical Telemental Health Provider Certification (CTMH) (12/20); Evergreen Certifications, Eau Claire, WI

Professional Memberships and Affiliations

- American Counseling Association; Professional Member (ACA) (09/15 – Present)
- Association of Addiction Professionals (NAADAC) (10/19-Present)
- Colorado Association of Addiction Counselors (CAAP) (10/19-Present)

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- The World Professional Association for Transgender Health (2021-present)
- The National Coalition for Sexual Freedom (2021-present)
- NALGAP: The Association of Lesbian, Gay, Bisexual, Transgender Addiction Professionals and Their Allies (2021-present)

General Areas of Competence

Danielle Jones is a psychotherapist and will be your treatment professional. Her clinical background includes treatment for justice-involved clients, emphasizing DUI offender treatment. Danielle has obtained population-specific training including Driving with Care, Interlock Enhanced Counseling, Strategies for Self-Improvement and Change, Moral Reconciliation Therapy, Motivational Interviewing, Trauma-Informed Care, and is also trained in the following modalities: Dialectical Behavior and Cognitive Behavior Therapy. She draws from a solid commitment to inclusivity, diversity, and social justice with an appreciation for contextual and environmental factors.

Clinical supervision and consultation

Danielle Jones believes that consultation and supervision are critical for ongoing professional development and may provide the best treatment outcomes for clients. Therefore, she may engage in clinical supervision and clinical consultation with other treatment providers. The focus of consultation and supervision is to provide additional support, direction, and feedback. Specific identifying information about you or your treatment will only be disclosed if required.

WHAT IS PSYCHOTHERAPY?

"Psychotherapy" or "psychotherapy services" means the treatment, diagnosis, testing, assessment, or counseling in a professional relationship to assist individuals or groups to alleviate behavioral and mental health disorders, understand unconscious or conscious motivation, resolve emotional, relationship, or attitudinal conflicts, or modify behaviors that interfere with effective emotional, social, or intellectual functioning. Psychotherapy follows a planned procedure of intervention that takes place on a regular basis, over a period, or in the cases of testing, assessment, and brief psychotherapy. Psychotherapy can be a single intervention. You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on intense feelings of anger, depression, anxiety, and other emotions. There are no miracle cures. I cannot promise that your behavior or circumstance will change. However, I can promise to support you and do my very best to understand you and help you clarify what it is that you want for yourself.

Psychotherapy through Electronic Means

Teletherapy is the delivery of counseling services using videoconferencing technology where the therapist and the client are not in the same physical location. The laws that

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protect the privacy and confidentiality of medical information also apply to teletherapy.

Our therapists use Simple Practice, a HIPAA-compliant video conferencing platform. Simple Practice's interactive videoconferencing and electronic systems incorporate network and software security protocols to protect the confidentiality of your information and audio and visual data. These protocols include measures to safeguard the data and to aid in protecting against intentional or unintentional corruption. In addition, Simple Practice's videoconferencing technology is HIPAA compliant and is encrypted to prevent unauthorized access to private medical information.

Please understand that there are risks and consequences with using teletherapy, including, but not limited to, the possibility, despite reasonable efforts on our part, including the transmission of your information, could be disrupted or distorted by technical failures or that security protocols can fail, causing a breach of privacy of your confidential medical information. Also, understand that communication through teletherapy occurs over secure telecommunication lines dedicated for this purpose and that the likelihood of a videoconference being intercepted by unauthorized persons is like the potential interception of a phone call.

To help maintain confidentiality, you understand that email and text messages are neither secure nor acceptable means of communicating with your therapist and agree that the only electronic communication with your therapist will be the link to the session and utilizing the secure client portal provided by Simple Practice. Further, you agree to inform your therapist if another person can hear or see any part of your session before the session begins. Your therapist will also notify you if another person can hear or see any part of your session. Please note that you may not record your therapy session.

Teletherapy-based services may not be as complete as in-person services. If your therapist believes another form of therapeutic service would better serve you, we will refer you to a professional who can provide such services in your area. Also, note that care and treatment associated with any form of psychotherapy is not an exact science and that we can provide no guarantee as to the result of treatment.

Lastly, you have the right to withhold or withdraw your consent to the use of teletherapy during your treatment at any time, recognizing that this may result in the discontinuation of services with Listen Counseling Center. Additionally, your therapist has the right to withhold or withdraw their consent for the use of teletherapy during your treatment at any time as well. Withdrawal of consent will not affect any future treatment, although such care will depend on the availability of alternative resources.

REGULATED PROFESSIONALS

The practice of registered, certified, or licensed persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Professions and

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Occupations. Questions and complaints regarding counselors may be directed to the appropriate board that regulates the licensee, registrant, or certificate holder:

- State Board of Addiction Counselor Examiners, 1560 Broadway, Ste. 1350, Denver, CO 80202, (303) 894-7800.
- State Board of Licensed Professional Counselor Examiners, 1560 Broadway, Ste. 1350, Denver, CO 80202, (303) 894-7800.
- State Board of Marriage and Family Therapist Examiners, 1560 Broadway, Ste. 1350, Denver, CO 80202, (303) 894-7800. State Board of Psychologist Examiners, 1560 Broadway, Ste. 1350, Denver, CO 80202, (303) 894-7800.
- State Board of Unlicensed Psychotherapists, 1560 Broadway, Ste. 1350, Denver, CO 80202, (303) 894-7800.
- State Board of Social Work Examiners, 1560 Broadway, Ste. 1350, Denver, CO 80202, (303) 894-7800.

The regulatory requirements applicable to mental health professionals are as follows:

- Unlicensed Psychotherapist (formerly Registered Psychotherapist) is a psychotherapist listed in the state's database and is authorized by law to practice psychotherapy in Colorado but is not licensed or certified by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state.
- Certified Addiction Technician (CAT; formerly Certified Addiction Counselor I) must be a high school graduate or the equivalent, complete required training hours and 1000 hours of clinically supervised work experience, and have passed a state jurisprudence and national certification exam.
- Certified Addiction Specialist (CAS; combines former CAC II & CAC III) must have a bachelor's degree in a clinical behavioral health concentration, complete additional training hours above the CAT and 2000 hours of supervised clinical experience, and have passed a state jurisprudence and national certification exam.
- Licensed Addiction Counselor must have a clinical master's degree, meet the CAS requirements, have 3000 hours of clinically supervised work experience, and pass a state jurisprudence and a national examination in addiction treatment.
- Licensed Social Worker must hold a master's degree in social work.
- Psychologist Candidate, Marriage and Family Candidate, Certified Addictions Counselor 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.
- Licensed Clinical Social Worker, 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-master's supervision.

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- Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision.
- Students who are enrolled in a school program and are practicing as part of a school practicum or clinical program are not required to satisfy any standardized educational, testing, or licensing/certification requirements.
- Professionals practicing Auricular Acudetox must successfully complete a training program in Auricular Acudetox for the treatment of substance use disorders that meets or exceeds standards of training established by the National Acupuncture Detoxification Association or another approved organization.

The Office of Behavioral Health has the general responsibility for regulating practices of licensed substance use disorder treatment programs in the State of Colorado.

Questions and complaints may be directed to:

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

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Exceptions to the Rule of Confidentiality:

There are exceptions to the general rule of legal confidentiality. The information you discuss during a psychotherapy session is protected as confidential under Colorado law (CRS 12, 43,214 (l)(d)) with the following exceptions:

- Mandated reporting – As a mandated reporter in the state of Colorado, I am required by law to report physical abuse, sexual abuse, caretaker neglect, and exploitation that is observed or that I become aware of when that mistreatment is occurring to a child under 18, an at-risk elder or an at-risk adult with an intellectual or developmental disability (IDD).
- Past child abuse – I must report any prior child abuse if the perpetrator “has subjected any other child currently under eighteen years of age to abuse or neglect or to circumstances or conditions that would likely result in abuse or neglect; or is currently in a position of trust, as defined in section 18-3-401 (3.5), CRS, with regard to any child currently under eighteen years of age.”
- I also may take some action, such as seeking an order for your emergency evaluation or involuntary commitment, without your consent if I assess you to be a serious/imminent danger to yourself or another or gravely disabled.

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- Duty to Warn – The Colorado Revised Statute 13-21-117 requires that in the instance where “the patient has communicated to the mental health care provider a serious threat of imminent physical violence against a specific person or persons,” I as a mental health professional can take action to contact and warn an individual that a client/patient of mine has made a direct threat to harm if I know the individual's name and have a means of directly contacting them. “When there is a duty to warn and protect under the circumstances specified above, the duty shall be discharged by the mental health care provider making reasonable and timely efforts to notify any person or persons specifically threatened, as well as notifying an appropriate law enforcement agency or by taking other appropriate action including, but not limited to, hospitalizing the patient.”
- Therapists are required to report any suspected threat to national security to federal officials
- Court order demanding the release of information – The information you disclose during psychotherapy may be requested by the court.
- If I am unable to collect my agreed-upon fee, I may send your name and address to a Collection agency.
- If you file an official complaint or a lawsuit against me, according to Colorado law, your right to confidentiality will be waived.
- I may seek consultation from another mental health professional. However, your identity will not be revealed without your consent, and your privacy will be protected by that professional.
- Clerical or administrative staff hired by me may have access to limited confidential information. This information is protected from further disclosure and is used solely for administrative purposes.
- Therapists may be required to disclose treatment information when ordered by a court. Military tribunals, applying the Uniform Code of Military Justice, do not recognize the same privileges that Colorado law recognizes. Therefore, active-duty military clients give informed consent by signing this Disclosure Statement that treatment records may be subpoenaed and subject to disclosure pursuant to a court order enforcing the subpoena.

If a legal exception arises during therapy, if feasible, you will be informed accordingly. Behavioral Health Laws and Rules, including The Mental Health Practice Act (CRS 12-245-101), are available at:

<https://www.colorado.gov/pacific/cdhs/behavioral-health-laws-rules>.

Pursuant to Colorado law (CRS 12-245-226(1)(a)(II)(A)), client records may not be maintained after seven years.

Alcohol or drug treatment records are protected under the Federal Confidentiality Regulation, 42 C. F. R., Part 2, governing Confidentiality of Alcohol and Drug Abuse

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Patient Records. Confidential information cannot be disclosed without written permission unless otherwise provided for by the regulations.

CLIENT RIGHTS AND RESPONSIBILITIES

The Rights and Responsibilities shall be given to every client upon admission. This shall include the following:

- You understand that you have the right to know your counselor's name, business address, phone number, and credentials providing psychotherapy.
- You understand that you have the right to receive information about therapy methods, the techniques used, and the duration of treatment (if known).
- You understand that you have the right to information about fees and payment information.
- You understand that if you miss more than four sessions in six months, you may be discharged from treatment.
- You understand that failure to schedule a follow-up session within six weeks may result in discharge from treatment.
- You understand that you are responsible for completing therapy homework as assigned. Consistent failure to do so may result in your discharge from treatment.
- You understand that you have the right to expect your lifestyle, religious preference, values, cultural heritage & practice will be honored, regardless of race, ethnicity, religion, national origin, age, gender, economic status, sexual orientation, or physical disability.
- You understand that your confidentiality will be protected, and information regarding your treatment will not be disclosed to any person or agency without your written permission except under circumstances where the law requires such information to be disclosed.
- You understand that you have the right to review your clinical records in the presence of the therapist.
- You understand you have the right to support during mental health emergencies. Therefore, your therapist will provide appropriate intervention during regular business hours.
- You understand that if you have a mental health emergency and you are unable to contact your therapist, it is your responsibility to contact:
 - The Colorado Crisis Services 1-844-493-8255 or Text "TALK" to 38255,
 - The National Suicide Prevention Hotline 1-800-273-8255,
 - The Trans Lifeline 1-877-565-8860,
 - The LGBTQIA+ crisis line at 1-313-662-8209,
 - The Trevor Project 1-866-488-7386,
 - The BlackLine crisis line 1-800-604-5841,
 - National Domestic Violence Hotline 1-800-799-7233,
 - National Deaf Domestic Violence Hotline 1-855-812-1001,

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- RAINN 1-800-656-4673, SAMHSA National Helpline 1-800-662-4357,
- Your nearest emergency room,
- Your nearest walk-in crisis center.
- You understand that you have the right to referral information when appropriate.
- You understand that we have a professional relationship rather than a personal one. Therefore, if we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you but feel it appropriate not to engage in lengthy discussions in public or outside the therapy office.
- In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant, or certificate holder.

If you believe that your rights as a client have been violated, the following procedures should be followed: first, discuss the matter with your therapist. If the matter is not resolved, then contact the supervisor, if possible, to discuss the issue further. Finally, if the issue is still not successfully settled, contact the appropriate licensing board listed on this disclosure statement.

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PRACTICE POLICIES

FEES, PAYMENT, AND ATTENDANCE

As a client of Listen Counseling Center, you understand that full payment is due at the end of all sessions. Payment is accepted in the form of Visa, Master Card, Discover Card, American Express, JCB, Diners Club, HSA, FSA, specific grant funding through the Therapist of Color Collaborative or Loveland voucher and is automatically processed after each session through the Simple Practice software. No other forms of payment are accepted at this time.

You understand that Listen Counseling Center may turn over any unpaid invoices to a collection agency.

Listen Counseling Center does not bill insurance directly; we work with Advekit to process all insurance claims. It will be your responsibility to utilize the Advekit service or process your own claims. If you use the Advekit service, they are your point of contact and source of communication regarding your payment process. Listen Counseling Center will not directly collect attended session fees from you or your insurer. However, listen Counseling Center may still collect missed session fees or overdue balance fees separate from attended session fees. You must contact Advekit for any issues regarding any billing they process.

If you request a superbill, we will need to provide your diagnosis and treatment information to your insurance provider.

You affirm that you are not a Medicaid or Medicare client, as I cannot bill those insurance options and cannot accept clients who are insured under those policies.

You understand that you must provide at least 24 hours of advanced notice if a session needs to be canceled or changed. All cancellations received with less than 24 hours of notice will be billed at the regular fee unless you can reschedule the appointment within the same week. I may waive one missed session fee per year.

The standard fee for an intake appointment is \$150.00 and is a 60-minute block. The fee for subsequent individual psychotherapy visits is \$135 for a 45-minute block and \$150 for a 60-minute block.

Overdue accounts are subject to a \$10 per month charge for accounts over 30 days. If an invoice remains unpaid for over 90 days, it will be sent to collections, and additional fees, including attorney fees, may be assessed.

You understand that sessions will begin and end on time. If you are more than 10 minutes late to your appointment, it is canceled, and you are subject to the standard session fee. Session time is billed and scheduled in 45- or 60-minute blocks regardless of

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the length of the actual session due to lateness, interruption, or any other reason. Requests to change session length need to be discussed with the therapist at the start of the session.

Surprise/Balance Billing – Know Your Rights

Beginning January 1, 2020, Colorado state law protects insured members with CO-DOI on their insurance card* from “surprise billing,” also known as “balance billing.” These protections apply when:

- You receive covered emergency services, other than ambulance services, from an out-of-network provider in Colorado, or
- You unintentionally receive covered services from an out-of-network provider at an in-network facility in Colorado.

What Is Surprised/Balance Billing, and When Does It Happen?

If you are seen by a health care provider or use services in a facility or agency that is not in your health insurance plan’s provider network, sometimes referred to as “out-of-network,” you may receive a bill for additional costs associated with that care. Out-of-network health care providers often bill you for the difference between what your insurer decides is the eligible charge and what the out-of-network provider bills as the total charge. This is called “surprise” or “balance” billing.

When You CANNOT Be Balance-Billed:

Emergency Services

If you are receiving emergency services, the most you can be billed for is your plan’s in-network cost-sharing amounts, which are copayments, deductibles, or coinsurance. You cannot be balance-billed for any other amount. This includes both the emergency facility where you receive emergency services and any providers that see you for emergency care.

Non-emergency Services at an In-Network or Out-of-Network Health Care Provider

The health care provider must tell you if you are at an out-of-network location or at an in-network location that is using out-of-network providers. They must also tell you what types of services that you will be using may be provided by any out-of-network provider.

You have the right to request that in-network providers perform all covered medical services. However, you may have to receive medical services from an out-of-network provider if an in-network provider is not available. In this case, the most you can be billed for covered services is your in-network cost-sharing amount, which are copayments, deductibles, or coinsurance. These providers cannot balance bill you for additional costs.

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- Your insurer will pay out-of-network providers and facilities directly.
- Your insurer must count any amount you pay for emergency services or certain out-of-network services (described above) toward your in-network deductible and out-of-pocket limit.
- Your provider, facility, hospital, or agency must refund any amount you overpay within sixty days of being notified.
- No one, including a provider, hospital, or insurer, can ask you to limit or give up these rights.

If you receive services from an out-of-network provider or facility or agency OTHER situation, you may still be balance billed, or you may be responsible for the entire bill. If you intentionally receive non-emergency services from an out-of-network provider or facility, you may also be balance billed.

If you want to file a complaint against your health care provider, you can submit an online complaint by visiting this website:

https://www.colorado.gov/pacific/dora/DPO_File_Complaint

If you think you have received a bill for amounts other than your copayments, deductible, or coinsurance, please contact the billing department or the Colorado Division of Insurance at 303-894-7490 or 1-800-930-3745.

***This law does NOT apply to ALL Colorado health plans. It only applies if you have a "CO-DOI" on your health insurance ID card. Please contact your health insurance plan at the number on your health insurance ID card or the Colorado Division of Insurance with questions.**

OPEN PATH CLIENT FINANCIAL AGREEMENT

I may utilize Open Path Collective for a limited number of clients unable to pay my full session fee that do not have insurance that can be utilized with Advekit.

- You agree to obtain an Open Path Membership and will provide email documentation of your Open Path Member ID prior to the first session.
- You agree to pay any Membership fees to Open Path as required to utilize their services in addition to submitting your registration form.
- You agree to provide your Open Path Member ID before the first session.
- You agree to pay the Open Path Membership rate of \$60 for 60-minute sessions
- You agree to pay for all sessions with Visa, Master Card, Discover Card, American Express, JCB, Diners Club, HSA, or FSA at the end of each session.

This arrangement may be revisited every 90 days to determine if financial assistance is still needed and/or if the therapist is still able to continue this arrangement.

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THERAPIST OF COLOR COLLABORATIVE FINANCIAL AGREEMENT

By utilizing the Therapist of Color Collaborative for grant or reduced fee funding, you agree to discuss all billing issues with the collaborative. You agree to follow any and all rules, regulations, guidelines, or policies that are a requirement of the relationship between the Therapist of Color Collaborative and whatever funding source they are utilizing. Therapist of Color Collaborative clients will not be charged missed session fees, however, missed sessions or chronic rescheduling of sessions may result in discharge from treatment from Listen Counseling Center PLLC.

ASYNCHRONOUS ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voice mail. Unfortunately, I am often not immediately available; however, I will attempt to return your call within two business days.

Social Media and Telecommunication

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not knowingly accept friend or contact requests from current or former clients on any social networking site (Instagram, Facebook, LinkedIn, and others). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. Listen Counseling Center has a social media presence for marketing purposes only. If you choose to friend or follow Listen Counseling Center on any social media, it may compromise your confidentiality and privacy. I cannot personally monitor all social media followers and investigate to see if they are current or former clients. Interacting with any Listen Counseling Center social media page is at your own risk.

Electronic Communication

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. Utilize your Simple Practice client portal for HIPAA-compliant communication. If you prefer to communicate via email or text messages regarding scheduling or cancellations, I will do so and am informing you that email and text messages are not HIPAA secure methods of communication. Utilizing email or text messaging instead of the Simple Practice client portal is discouraged as it is not HIPAA-compliant.

Services by electronic means, including but not limited to telephone communication, the Internet, and email, are considered telemedicine by the State of Colorado. Telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist choose to use information technology for some or all of your treatment, you need to understand that:

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- You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment.
- All existing confidentiality protections are equally applicable.
- Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
- There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnoses, and interventions based not only on direct verbal or auditory communications, written reports, and third-person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to, the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues. Possible consequences thus include the therapist not being aware of what they would consider important information, that you may not recognize as significant, to present verbally to the therapist.

If you are receiving teletherapy services, synchronous or asynchronous, there may be risks associated with teletherapy, including, but not limited to, security breaches, technical failures, delays in response, and the limitations of therapy via electronic means. If you are receiving asynchronous teletherapy services, there may be up to a two-business-day delay between when you sent a message and when your provider responds to that message. If we experience technical difficulties and get disconnected, I will attempt to reach you directly through the phone to continue the session via another HIPAA compliant telehealth platform or finish the session via telephone.

MINORS

Under Colorado law, CRS 14-10-123.8, parents have the right to access mental health treatment information concerning their minor child 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. It should be noted that at 12 years of age, a client can consent to their own treatment. There are exceptions to this mandated law, as stated above.

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DIVORCE OR CUSTODY LITIGATION

If you are involved in a divorce or custody litigation, you need to understand that my role as the therapist is not to make recommendations for the court concerning custody or parenting issues or to testify in court concerning opinions on issues involved in the litigation. By signing this agreement, you agree not to call me as a witness in any such litigation. Experience has shown that testimony by therapists in domestic cases causes damage to the clinical relationship between a therapist and a client. Only court-appointed experts, investigators, or evaluators can make recommendations to the court on disputed issues concerning parental responsibilities and parenting plans.

COURT TESTIMONY

If requested by you to testify in court on your behalf, you will be billed at the higher rate of \$200.00 per hour, from portal to portal, and this includes waiting time.

TERMINATION

Ending relationships can be complicated. Therefore, it is essential to have a termination process to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after proper discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of treatment discharge. If therapy is discontinued for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

You understand that you have the right to discontinue treatment at any time and for any reason. Please inform me that you have decided to terminate from treatment.

Should you fail to schedule an appointment for six consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship terminated. Per Colorado law, mental health professionals are required to maintain client records for a period of seven years from the date of termination of services. Should you decide to re-engage in treatment, you will need to pay for a new intake session and update all consent forms if it has been over 90 days since our last session. You are welcome to contact me to re-engage in treatment.



CONSENT FOR TELEHEALTH UTILIZATION

You understand that your treatment provider wishes to engage in a telehealth consultation. Video conferencing technology that will be used to affect such consultation would not be the same as a direct client/health care provider visit because you will not be in the same room as your provider.

You understand that a telehealth consultation has potential benefits, including easier access to care and the convenience of meeting from a location of my choosing.

You understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. You understand that your treatment provider or you can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.

CONSENT TO USE THE TELEHEALTH BY SIMPLE PRACTICE SERVICE

Telehealth by Simple Practice is the technology service we will use to conduct telehealth video conferencing appointments. It is simple to use, and there are no passwords required to log in. By signing this document, you acknowledge:

- Telehealth by Simple Practice is NOT an Emergency Service, and in the event of an emergency, I will use a phone to call 911.
- Though you and your provider may be in indirect, virtual contact through the Telehealth Service, neither Simple Practice nor the Telehealth Service provides any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.
- The Telehealth by Simple Practice Service facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice, or care.
- You do not assume that your provider has access to any or all of the technical information in the Telehealth by Simple Practice Service – or that such information is current, accurate, or up to date. You will not rely on your treatment provider to have any of this information in the Telehealth by Simple Practice Service.
- To maintain confidentiality, you will not share your telehealth appointment link with anyone unauthorized to attend the appointment.



HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

MY PLEDGE REGARDING HEALTH INFORMATION

I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information ("PHI") that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this notice, and such changes will apply to all information I have about you. The new notice will be available upon request, in my office, and on my website.

HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures, I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have a direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization to carry out the health care provider's own treatment, payment, or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This, too, can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be

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This notice went into effect on January 1, 2022



permitted to use and disclose your personal health information, which is otherwise confidential, to assist the clinician in the diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard because therapists and other health care providers need access to the entire record or full and complete information to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers, and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful processes by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION

Psychotherapy Notes.

I do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your authorization unless the use or disclosure is:

- For my use in treating you.
- For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
- For my use in defending myself in legal proceedings instituted by you.
- For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
- Required by law, and the use or disclosure is limited to the requirements of such law.
- Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
- Required by a coroner who is performing duties authorized by law.
- Required to help avert a serious threat to the health and safety of others.

Marketing Purposes.

As a psychotherapist, I will not use or disclose your PHI for marketing purposes.

Sale of PHI.

As a psychotherapist, I will not sell your PHI in the regular course of my business.

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CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION.

Subject to certain limitations in the law, I can use and disclose your PHI without your authorization for the following reasons:

- When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
- For public health activities, including reporting suspected child, elder, or dependent adult abuse or preventing or reducing a serious threat to anyone's health or safety.
- For health oversight activities, including audits and investigations.
- For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain authorization from you before doing so.
- For law enforcement purposes, including reporting crimes occurring on my premises.
- To coroners or medical examiners when such individuals are performing duties authorized by law.
- For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
- Specialized government functions, including ensuring the proper execution of military missions, protecting the President of the United States, conducting intelligence or counter-intelligence operations, or helping to ensure the safety of those working within or housed in correctional institutions.
- For workers' compensation purposes. Although my preference is to obtain authorization from you, I may provide your PHI to comply with workers' compensation laws.
- Appointment reminders and health-related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

I may provide your PHI to a family member, friend, or another person that you indicate is involved in your care or the payment for your health care unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI

- The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health

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care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.

- The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
- The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
- The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record or a summary of it if you agree to receive a summary within 30 days of receiving your written request, and I may charge a reasonable, cost-based fee for doing so.
- The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations or for which you provided me with authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost-based fee for each additional request.
- The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing data. I may say "no" to your request, but I will tell you why in writing within 60 days of receiving your request.
- The Right to Get a Paper or Electronic Copy of this Notice. You have the right to get a paper copy of this notice, and you have the right to get a copy of this notice by email. And, even if you have agreed to receive this notice via email, you also have the right to request a paper copy of it.

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OMB Control Number 0938 -1401

Expiration Date 12/31/2022



GOOD FAITH ESTIMATE

You have the right to receive a “Good Faith Estimate” explaining how much your medical care will cost.

Under the law, health care providers need to give patients who don't have insurance or are not using insurance an estimate of the bill for medical items and services.

- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.
- Make sure your health care provider gives you a Good Faith Estimate in writing at least one business day before your medical service or item. You can also ask your health care provider and any other provider you choose for a Good Faith Estimate before scheduling an item or service.
- The provider may recommend additional items or services as part of the treatment that is not reflected in the estimate. These would need to be scheduled separately.
- The information provided in the Good Faith Estimate is only an estimate, as actual items, services, or charges may differ.
- The client has the right to engage in a dispute resolution process if the actual costs of services significantly exceed those listed in the Good Faith Estimate.
- The Good Faith Estimate does not obligate or require the client to obtain any of the listed services from the provider.

Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises.