

**Heartstrings Counseling PLLC
Nina Danhorn MS NCC LPC
720 924 1595**

Agreement, Informed Consent, Office Policies and General Information

The following information will answer questions you might have about me and inform you of important policies, notices and agreements of my practice. I ask that you read this important information and keep it for your reference. Your signature agreeing to these policies and notices is mandatory in order for me to enter into a therapeutic relationship with you or your child. If you have any questions, concerns or problems with any of these policies, please be sure to discuss them with me.

Everyone twelve (12) years and older must sign this disclosure statement. A parent or legal guardian with the authority to consent to mental health services for his or her minor child/ren, must sign this disclosure statement on behalf of his or her minor child under the age of twelve (12) years old. This disclosure statement contains the policies and procedures of HEARTSTRINGS COUNSELING and is HIPAA compliant. No medical or psychotherapeutic information, or any other information related to your privacy, will be revealed without your permission unless mandated by Colorado law and Federal regulations (42 C.F.R. Part 2 and Title 25, Article 4, Part 14 and Title 25, Article 1, Part 1, CRS and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164).

The Counseling Relationship:

My goal is to create a warm and trusting environment in which you or your child can feel comfortable to investigate patterns of behavior, thoughts, and/or emotions that may be interfering with specific areas of your/his/her life. My counseling approach is based on the understanding that every person has the resources inside of them to provide healing, restoration and self-actualization. My role is to help facilitate change by assisting each client in discovering the effective tools and resources in order to navigate their primary issues.

My Philosophy and Background:

As an existential and depth counselor, I encourage self-awareness through deeper self-exploration, self-acceptance, self-expression and balanced self-care. I believe in giving attention to the entire framework of the client's life, in the context of exploring meaning and value, while promoting growth and desire to live authentically and in accordance with one's own ideals, priorities and values. It is my understanding that disturbance is an inevitable experience for virtually everyone; the question is not so much how to avoid it, as it is how to face it with openness and a willingness to engage with life. While guided by an existential approach, I utilize Applied Existential Psychotherapy and Expressive Arts. Credentials: Master of Science in Counseling, TWU; Master of Science in Education, Pyatigorsk State Linguistic University Colorado Licensed Professional Counselor No. LPC.0013366; National Certified Counselor No. 282864

Regulation of Psychotherapists:

The Colorado Department of Regulatory Agencies is responsible for regulating the practice of licensed psychologists, licensed social workers, licensed professional counselors, licensed marriage and family therapists, certified psychologists, and registered psychotherapists. The Board of Licensed Professional Counselor Examiners, an agency within this Department, has the specific responsibility to monitor professional counselors. They are located at: 1560 Broadway, Suite #1350, Denver, Colorado, 80202. They can also be reached at (303) 894-7800. 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.

Definitions: 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 by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state. Certified Addiction Counselor I (CAC I) must be a high school graduate, complete required training hours and 1,000 hours of supervised experience. Certified Addiction Counselor II (CAC II) must complete additional required training hours and 2,000 hours of supervised experience. Certified Addiction Counselor III (CAC III) must have a

bachelor's degree in behavioral health, complete additional required training hours and 2,000 hours of supervised experience. Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. Licensed Social Worker must hold a masters degree in social work. 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. Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a masters 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.

Client Rights and Important Information:

Confidentiality:

Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the psychotherapist is a Licensed Psychologist, Licensed Social Worker, Licensed Professional Counselor, Licensed Marriage and Family Therapist, Certified and Licensed Addiction Counselor, or a Registered Psychotherapist. If the information is legally confidential, the psychotherapist cannot be forced to disclose the information without the client's consent or in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates.

There are exceptions to this general rule of legal confidentiality. These exceptions are listed in the Colorado statutes, C.R.S. §12-43-218. You should be aware that provisions concerning disclosure of confidential communications does not apply to any delinquency or criminal proceedings, except as provided in C.R.S § 13-90- 107. There are additional exceptions that I will identify to you as the situations arise during treatment or in our professional relationship. For example, I am required to report child abuse or neglect situations; I am required to report the abuse or exploitation of an at-risk adult or elder or the imminent risk of abuse or exploitation; if I determine that you are a danger to yourself or others, including those identifiable by their association with a specific location or entity, I am required to disclose such information to the appropriate authorities or to warn the party, location, or entity you have threatened; if you become gravely disabled, I am required to report this to the appropriate authorities. I may also disclose confidential information in the course of supervision or consultation in accordance with my policies and procedures, in the investigation of a complaint or civil suit filed against me, or if I am ordered by a court of competent jurisdiction to disclose such information. You should also be aware that if you should communicate any information involving a threat to yourself or to others, I may be required to take immediate action to protect you or others from harm. 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. Additionally, 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 may utilize state of the art encryption methods, firewalls, and back-up systems to help secure our communication, there is a risk that our electronic or telephone communications may be compromised, unsecured, and/or accessed by a third-party. Recording of sessions without the prior acquired consent of all parties to the conversation is strictly prohibited. If I a couple or a family is involved in the treatment, confidentiality retained between the members of the couple or family cannot be guaranteed.

"No Secrets" Policy:

When treating a couple or a family, the couple or family is considered to be the client. At times, it may be necessary to have a private session with an individual member of that couple or family. There may also be times when an individual member of the couple or family chooses to share information in a different manner that does not include other members of the couple or family (i.e on a telephone call, via email, or via private conversation). In general, what is said in these individual conversations is considered confidential and will not be disclosed to any third party unless your therapist is required to do so by law. However, in the event that you disclose information that is directly related to the treatment of the couple or family it may be necessary to share that information with the other members of the couple or the family in order to facilitate the therapeutic process. Your therapist will use his or her best judgment as to whether, when, and to what extent such disclosures will be

made. If appropriate, your therapist will first give the individual the opportunity to make the disclosure themselves. This “no secrets” policy is intended to allow your therapist to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest to arise where an individual’s interests may not be consistent with the interests of the couple or the family being treated. If you feel it necessary to talk about matters that you do not wish to have disclosed, you should consult with a separate therapist who can treat you individually. The no secrets policy also extends to parents of child/ren clients in which there are no protection orders or other court orders specific to communication between the parents. Parents should consider that typically both parents have the right to records and information pertaining to their child's treatment which includes email communication, verbal communication and written communication/paperwork.

Minors:

Please note that in the state of Colorado, Colo. Rev. Stat. § 27-65-103(2), a minor who is twelve years of age or older, may consent to receive mental health services to be rendered by a facility or a professional person. If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. Nina Danhorn MS NCC LPC will do her best to be respectful about the amount and type of information shared with your parents/guardians. She will strive to preserve the integrity of the professional relationship in her consultations with parents, but may need to report to them any serious concerns or if she feels that there is a high risk that you will seriously harm yourself or another/others. Before providing them any verbal or written information, she will discuss the matter with you, if possible. She will do the best she can to resolve any differences that you and she may have about what she is prepared to discuss. Please fill out additional consent form if treating a minor.

Divorce and Custody Litigation:

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce, injuries, lawsuits, etc.), you and your (client’s) attorneys, or anyone else acting on your behalf will make an effort to avoid calling on Nina Danhorn MS NCC LPC to testify in court or at any other proceeding, as well as to avoid a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

If Nina Danhorn MS NCC LPC is requested to testify or provide therapeutic documents to be utilized for court proceedings or is called to testify in court or complete any related reporting, you agree that she will be compensated according to the following fee schedule for court related work: Record Preparation: \$140/hour Mileage: \$.75/mile Copy of Record(s): \$.25/page Counseling Report: \$140/hour Court Testimony: \$420/hour – including time spent traveling to and from location and time waiting to testify. If you are involved in a divorce or custody litigation, my role as a therapist is not to make recommendations to the court concerning custody or parenting issues. As the child's treating therapist, I am not able to be an expert witness, family therapist, or custody evaluator and because of the laws and ethics of my profession, I am not able to make any statements regarding custody and cannot provide evaluations.

Consultation:

In order to give you the most complete and helpful care, Nina Danhorn MS NCC LPC sometimes consults with other colleagues and professionals in the field who are guided by the same ethical principles as she is. She attends supervision and consultation to ensure that she is practicing ethically and to the best of her ability. In these cases she may discuss details of your case, however, specific identifying information will not be provided and confidentiality will be maintained between her and these individuals.

Receiving information about type and method of treatment:

You are entitled to receive information from me about my methods and philosophy of therapeutic treatment, the duration of therapy, and the techniques used in therapy. Within a reasonable period of time after the initiation of treatment, Nina Danhorn MS NCC LPC, will discuss with you (client) treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. Please do not hesitate to ask for this information and feel free to ask me any questions about my process and practice. You have the right to view your record and can release information from it to any person you designate.

Records:

The laws and standards of counseling profession require that your therapist keeps treatment records for 7 years. You have the right to get a copy of your paper or electronic record, request confidential communication, ask your therapist to limit the information they share, get a list of those with whom we've shared your information. Your therapist is required by law to maintain the privacy and security of your protected health information. Your therapist will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. Your therapist will not use or share your information other than as described here unless you tell them they can in writing. Because these are professional records, they can be misinterpreted and/or may be misunderstood by untrained readers. If you wish to see your records, Nina Danhorn MS NCC LPC is happy to review them with you. A fee will be charged to conduct a review meeting. Patients will be charged an appropriate fee for any professional time spent in responding to information requests. Copies of the records will be furnished for a fee of \$0.25 per page for copies from paper or other hard copy generated from electronic storage, plus all postage and shipping costs as well as my hourly preparation and handling fee.

Electronic Records:

Heartstrings Counseling may keep and store client information electronically on HEARTSTRINGS COUNSELING's laptop or desktop computers, and/or mobile devices. In order to maintain security and protect this information, HEARTSTRINGS COUNSELING may employ the use of firewalls, antivirus software, changing passwords regularly, and encryption methods to protect computers and/or mobile devices from unauthorized access. HEARTSTRINGS COUNSELING may also remotely wipe out data on mobile devices if the mobile device is lost, stolen, or damaged.

HEARTSTRINGS COUNSELING may use electronic backup systems such as external hard drives, thumb drives, or similar methods. If such backup methods are used, reasonable precautions will be taken to ensure the security of this equipment and it will be locked up for storage. HEARTSTRINGS COUNSELING uses a cloud-based service for storing or backing up information. The cloud-based backup system HEARTSTRINGS COUNSELING uses is Simple Practice and the email service provider HEARTSTRINGS COUNSELING uses is Gmail. HEARTSTRINGS COUNSELING may maintain the security of the electronically stored information through encryption and passwords.

In addition, in order to maintain security of the electronically stored information HEARTSTRINGS COUNSELING has employed the following security measures:

- Entered into a HIPAA Business Associates Agreement with the cloud-based company and email service provider. Because of this Agreement, the cloud-based company and email service provider are obligated by federal law to protect the electronically stored information from unauthorized use or disclosure.
- The computers that store the electronically stored information are kept in secure data centers, where various security measures are used to maintain the protection of the computers from physical access by unauthorized persons.
- The cloud-based company and email service provider employ various security measures to maintain the protection of these backups from unauthorized use or disclosure.

It may be necessary for other individuals to have access to the electronically stored information, such as the cloud-based company or email service provider'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 HEARTSTRINGS COUNSELING employs, please ask.

Health Insurance & confidentiality of records:

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/ EAP in order to process the claims. Only the required necessary information will be communicated to the carrier. When considering the use of your insurance for the reimbursement of services you need to be aware that at a minimum of a diagnosis, goals of treatment, your therapeutic progress and plan of treatment must be provided. Further, if you have an insurance policy which is reviewed by one of the managed health care companies, detailed information as to your personal history, sexuality, HIV status, drug and alcohol use, problems and progress etc. may be required. Nina Danhorn MS NCC LPC has no control or knowledge over what insurance companies do

with the information she submits or who has access to this information. You should be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality and privacy. Although insurance companies are subject to the same HIPPA guidelines as Nina Danhorn MS NCC LPC, there is always the risk that your mental health information could be accessed electronically by unauthorized parties.

Dual relationships:

In order to protect the integrity of the professional relationship and for your therapist to maintain objectivity as your clinician, it is inappropriate for a therapist and client to have any sort of social relationship outside of therapy. It is never appropriate for sexual intimacy, sexual contact, or any type of sexual act to occur. If sexual intimacy occurs in our professional relationship, it needs to be reported to the Department of Regulatory Agencies. Your counselor, will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Denver and the surrounding area can feel at times like a small community and many clients know each other and Nina Danhorn MS NCC LPC, from the community. Consequently you may bump into someone you know in the waiting room or into Nina Danhorn, MS NCC, out in the community. Nina Danhorn MS NCC LPC, will never acknowledge working with anyone without his/her permission. Nina Danhorn MS NCC LPC is happy to discuss with you, her client/s, the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. We will discuss in therapy how you would like me to act if we unexpectedly see each other outside of a therapy session. It is up to you how familiar you would like these meetings to be, but I will never speak about confidential information from our sessions in public or in the presence of other people without your written consent.

Extraordinary Events:

In the case that I become disabled, die, or am away on an extended leave of absence (hereinafter “extraordinary event,”) the following Mental Health Professional Designee will have access to my client files. If I am unable to contact you prior to the extraordinary event occurring, the Mental Health Professional Designee will contact you. Please let me know if you are not comfortable with the below listed Mental Health Professional Designee and we will discuss possible alternatives at this time.

Catherine Wilson LPC 303 801 7878 6901 S Pierce St #350 Littleton CO 80128 info@lifepathscounseling.com
The purpose of the Mental Health Professional Designee is to continue your care and treatment with the least amount of disruption as possible. You are not required to use the Mental Health Professional Designee for therapy services, but the Mental Health Professional Designee can offer you referrals and transfer your client record, if requested.

Emergencies:

If there is an emergency where Nina Danhorn MS NCC LPC, becomes concerned about your personal safety, or the possibility of you injuring someone else, she will do whatever she can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, she may also contact the person whose name you have provided on client information sheet or proper authorities, as she sees fit. **Please do not contact me via text, fax or email in emergent situations.**

Limitations of Services:

Please note that Nina Danhorn MS NCC LPC is not available 24 hours a day. She is available by appointment only. She does not provide emergency services. If an emergency situation arises, call 911 or go to your nearest hospital emergency room. If possible, phone Nina Danhorn at 720 924 1595 and communicate the emergency and your plan of action clearly in your message. If you need to talk to someone right away you may also call Psychiatric Emergency Services at Highlands Behavioral Health (720) 348-2800, the National Suicide Prevention Hotline 1-800-273-TALK (1-800-273-8255), or **911**.

Please do not use text, e-mail or fax for emergencies. If you have an urgent but non-emergency matter, I will return calls as soon as possible. If I plan to be out of reach for extended time, I will notify my clients through an automated recording on my voice mail and email. Please note that, when working with eating disorder and addiction diagnoses, self-harm, severe depression and suicidality, I may require you to be under a care of a specialty doctor or attend an appropriate treatment facility to ensure overall proper treatment and care.

Payment:

Clients may pay for therapy services either through their insurance for whom Nina Danhorn MS NCC LPC is an in network provider or on a fee-for-service basis, as agreed prior to starting therapy. Nina Danhorn's MS NCC standard fee is \$140 for a 60 min. individual session, \$140 for a 60 min Family or Couples session and \$50 per group session. Fees are subject to change with a month notice. Payment is due by the end of each session, unless other arrangements have been made. Telephone conversations lasting over 10 min., site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate in 15 min. increments at \$35 for every 15 min. spent, unless indicated and agreed upon otherwise. Insurance does not usually reimburse for the aforementioned services. For clients utilizing insurance accepted by Nina Danhorn MS NCC LPC, clients are expected to pay their co-pay at the time of service. You are responsible for all charges not covered by your insurance. For clients who are paying fee-for-service but who would like to seek reimbursement from their insurance companies, Nina Danhorn MS NCC LPC, will provide you with a copy of your receipt at your request. Clients for whom Nina Danhorn MS NCC LPC is an out of network provider are expected to pay the full fee at the time of service. Please note that not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. It is **your responsibility to verify the specifics of your coverage.** Returned checks and credit card disputes of payments for services provided are subject to administrative fee of \$25 for each transaction. Nina Danhorn MS NCC LPC reserves a right to terminate her services at any time due to clients' nonpayment for services provided by Nina Danhorn MS NCC LPC.

Client's right to terminate:

Please note that there may be emotional stress, discomfort, or behavioral change as a result of therapy. The outcome of our work together is largely determined by the extent of your participation and collaboration with your therapist, and Nina Danhorn MS NCC LPC will do her best to work with you to achieve the goals that we have designed together. You are free to seek a second opinion, request another therapist, or terminate therapy at any time. Nina Danhorn MS NCC LPC asks that, if possible, you notify her in advance of any of these occurrences and you work out a plan to better serve you and/or your child. If you choose to terminate therapy, Nina Danhorn MS NCC LPC will offer to provide you with the names of other qualified professionals whose services you might prefer.

Cancellation:

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours (1 day) notice is required for re-scheduling or canceling an appointment. Unless an alternative agreement is reached, you will be charged \$120 for sessions missed without such notification or with notification less than 24 hours. Nina Danhorn MS NCC LPC cannot bill your insurance company and you cannot collect reimbursement from your insurance company for missed sessions. **Nina Danhorn MS NCC LPC reserves a right to terminate her services at any time after 3 or more cancellations by client in a calendar year.**

Termination of Treatment

Nina Danhorn MS NCC LPC reserves a right to terminate her services at any time at her discretion. If at any point during psychotherapy she assesses that therapeutic process is not helping you reach your therapeutic goals, she will discuss it with you and, if appropriate, will terminate treatment. In such a case, she will provide you a number of referrals that may be of help to you. If you request it and authorize it in writing, she will communicate with the psychotherapist of your choice in order to help with the transition. If at any time you wish to consult with another therapist, she is happy to assist you in finding someone qualified, and, if you provide a written consent, she will provide the essential information needed. As mentioned prior, it is Nina Danhorn's MS NCC LPC policy to terminate services if a client cancels **three** sessions within a calendar year of treatment and/or does not pay fees as agreed upon. Lateness of over 15 minutes past the scheduled time is considered a cancellation. Please note that if Nina Danhorn MS LPC has reserved a specific time for you on her weekly schedule, it is important for you to follow the cancellation policy. If you forgo your appointment more than once without prior notice, Nina Danhorn reserves the right to release the reserved spot on her schedule.

By signing this disclosure statement, you agree not to subpoena me to court for testimony or disclosure of treatment information in such litigation and you agree not to request that I write any reports to court or to your attorney, making recommendations concerning custody. The court can appoint professionals, who have no prior relationship with family members to conduct an investigation or evaluation and make recommendations to the court concerning parental responsibilities or parenting time in the best interest of family’s children. **Please note that Nina Danhorn MS NCC LPC is a mandated reporter, who must report or cause a report to be made of any suspicion of abuse to the county department and local law enforcement agency.**

I have read the above Agreement, Informed Consent, Office Policies and General Information carefully (all 7 pages) and discussed it verbally with Nina Danhorn MS NCC LPC, and I understand my rights as a client or as the client’s responsible party. By signing below, I acknowledge my understanding and agree to all terms discussed in this disclosure statement and agreement form.

My signature also serves as consent to treatment with Nina A Danhorn MS NCC.

_____	_____	_____
Client Name	Client Signature	Date
_____	_____	_____
Client Name	Client Signature	Date
_____	_____	_____
(Parent Name if Client is under age 18)	Parent Signature	Date
_____	_____	_____
(Parent Name if Client is under age 18)	Parent Signature	Date
_____	_____	_____
Psychotherapist	Psychotherapist Signature	Date