

Heartfelt Healing Counseling, LLC

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DISCLOSURE STATEMENT AND INFORMED CONSENT FOR SERVICES

Welcome to Heartfelt Healing Counseling, LLC (“Heartfelt Healing”). Please read this document carefully as it contains important information about Heartfelt Healing’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 professional services.

Therapy Services

I am a client-centered psychotherapist who enjoys working with adults at all stages of life as well as with teens and younger children. It is my privilege to get to know my clients deeply. I offer strength-based counseling using an eclectic approach when choosing complementary and creative interventions that will be most empowering and authentic for each client.

When grief or losses are complicated, healing includes looking back as well as forward. Working collaboratively, the client and therapist identify historical patterns and shaping experiences that have created issues that are unresolved. We look to make meaning from the client’s choices and a build a structure for current and future needs. The client sets goals for growth while the therapist provides the support and guideposts for a new path forward. Frequently I ask the client to do “homework” between sessions to reinforces certain concepts and explore new ways of being in the world.

As a trained practitioner of EMDR (eye movement desensitization reprocessing) therapy, I will offer this as appropriate.

With children and adolescents, many expressive techniques are used through play therapy and art.

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

Barbara (Tia) Amdurer, MA, LPC
Heartfelt Healing Counseling, LLC
2201 Kipling St. Ste. 204
Lakewood, CO 80215
720-675-8424

Education, Training, and Licensure Information

I obtained my Master of Arts in Counseling from Regis University, Denver, in 2013. I am a National Certified Counselor and obtained Board Certification through the National Board for Certified Counselors in 2013. In addition, I have specialized coursework and experience in bereavement, grief, trauma, EMDR therapy, and play therapy. I am a Licensed Professional Counselor in Colorado, with Colorado License No. 0012480.

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 \$110 for adult therapy sessions and \$80 for child play therapy sessions. Therapy fees are based on a 45-50 minute clinical hour rather than a clock hour to allow time for review of notes and record-keeping. 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 \$200 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.

I am not a Medicaid provider. If you have Medicaid coverage that includes mental health services, I am not able to offer mental health services to you.

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 Heartfelt Healing for the services I provide, you are solely responsible for full payment of my fees. In addition, signing this form gives Heartfelt Healing 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 Heartfelt Healing 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, Heartfelt Healing 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 Heartfelt Healing submits to your insurance company on your behalf. In these situations, Heartfelt Healing 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.

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 transfer 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.

Susan Splitt, LPC
Connections Counseling
3954 Youngfield St.
Wheat Ridge, CO 80033
720-275-6485
Licensed Professional Counselor, CO License No. 0013235

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

Record-Keeping

Heartfelt Healing maintains a physical paper record of services provided. Heartfelt Healing takes reasonable precautions to protect the privacy and security of any physical paper records including keeping the records in a locked file cabinet. Records are maintained and will be destroyed in accordance with state and federal laws and regulations. Currently, Colorado law requires that Heartfelt Healing 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.

Heartfelt Healing may also store and maintain client information electronically on Heartfelt Healing’s computers and/or mobile devices. To maintain security and protect this information, Heartfelt Healing 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.

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. Emails and text messages will become part of your clinical record.

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

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 Heartfelt Healing, 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.

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. Heartfelt Healing 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" Heartfelt Healing'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 Heartfelt Healing'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.

"No Secrets" Policy

When treating a couple or a family, the couple or family is considered to be the client. If one member of the couple or family discloses information that is directly relevant to the treatment of the couple or family, it may be necessary to share that information with the other members of the couple or family for the sake of facilitating treatment. I will use by best judgement in deciding when or if such disclosures will be made and, whenever possible, I will first give you the opportunity to share the information yourself. In addition, if a request is made for the records of couple or family therapy, records will only be released with the

consent of all parties, and any information that is released will be released to both members of the couple or to all adults engaging in family therapy. This “no secrets” policy is intended to allow me to continue to provide therapy to the family or couple by preventing, as much as possible, conflicts of interest that may arise. If you feel it necessary to talk about matters that you do not wish to have disclosed, you should consult with a separate therapist for individual treatment.

Treatment of Minors

If you are consenting to the treatment of a minor child, you will be required to provide a copy of the most recent Court Order Custody Agreement and/or Parenting Plan, if applicable, that gives you the authority to consent to the treatment of the child. By signing this form, you agree to keep me informed of any supplemental court orders or other proceedings that impact your parental rights, custody arrangements, or decision-making authority. Failure to produce the Court Order will prohibit me from seeing the minor child. If there is joint medical decision-making authority for your child, I will require both parents to consent to treatment and will not proceed until such consent is obtained. I will also require that both parents authorize the release of any information related to treatment and I will offer to share any such requested information with both parents.

It is beyond the scope of my practice to provide custody recommendations, and any such request will be denied. The Court can appoint professionals who have the expertise to make such recommendations. By signing below, you agree not to subpoena my records or ask me to testify in court or to provide letters or documentation expressing my opinion about custody or visitation. Despite this, a Court may still require me to testify or to provide treatment information to an evaluator. I will comply with these requests as legally required and you will be required to compensate me for time spent providing these services as indicated in the “Professional Fees” section above.

In the course of treatment with your child, I may involve other family members in your child’s treatment. However, please remember that my client is your child, not the other family members of the child. Any meetings with you or other family members will be documented in your child’s record. These notes will be available to anyone who has legal access to your child’s treatment record.

Therapy is most effective when there is a trusting relationship between the therapist and client. Privacy is important in establishing trust, and as a result, it is often important for child or adolescent clients to have a level of privacy around the therapy. It is my policy to provide parents with general information about their child’s treatment, but not to share specific information disclosed during therapy. This includes behaviors that you may not approve of but which do not place your child at imminent risk or danger. If I ever feel that your child is in danger, I will communicate this information to you. By way of example, if your child tells me that s/he has tried alcohol a few times at parties, I will not generally share this with you. If your child shares that s/he has been drinking and driving or riding with a drunk driver, I would share this information with you. If you have questions about the types of information I will share, you can feel free to ask me hypothetical questions about situations that I would or would not disclose to you.

Although you may have the legal right to access any written record I keep, by signing this agreement you are agreeing that your child or adolescent should have privacy around their therapy and you agree not to request access to your child’s full record.

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.

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 Heartfelt Healing 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: tiaamdurer@gmail.com Send Receive
- _____ Other Media: Please describe: _____
- _____ I do not wish to have my protected health information transmitted electronically

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

Parent/Legal Guardian Signature (Please specify relationship to client) Date

Parent/Legal Guardian Signature (Please specify relationship to client) Date

Therapist signature Date