



## Breathe & Become Counseling, LLC

205 Ken Pratt Blvd Suite 120 PMB 1033

Longmont, Colorado

80501

(720) 336-0480

lydia@breatheandbecomecounseling.com

## 7.23.25 Consent Forms Packet

# Consent Forms Packet

This packet contains important information regarding your care. If you have any questions about this paperwork, please don't hesitate to reach out. Each page will require a signature.

### Intake

#### Contact

First Name

Last Name

Preferred Name

Date of Birth (YYYY-MM-DD)

#### Address

Street Address

City

ZIP/Postal Code

### Emergency Contact

Name

Phone

Email

Street Address

Relationship (Select only one)

- Dependant
- Other
- Parent
- Spouse
- Partner
- Sibling
- Doctor
- Lawyer
- Teacher
- Third-Party

City

ZIP/Postal Code

# Breathe & Become Counseling, LLC Practice Policies and Procedures

I am so glad you're here! I look forward to supporting you on your journey towards more calm, more clarity, and more connection. The relationship between a client and counselor is unique in that it is both very personal and it is also a contractual agreement. This document outlines the boundaries and expectations that will guide the therapeutic relationship. Please don't hesitate to ask me if you have questions or concerns about this form.

## Medicaid

If you have Medicaid coverage, I am not allowed to provide paid counseling services to you or covered family members. Federal and state statutes prohibit the collection of reimbursement for services that are covered by Medicaid (including therapy). For more information, see <https://hcpf.colorado.gov/policy-statement-billing-medicaid-members-services>

In signing below, you are confirming that you are NOT currently a Medicaid Member. Should you become a Medicaid Member in the future, you agree to inform me so that I can help facilitate the transfer of your mental health care to a Medicaid provider.

## Disclaimer

No outcomes can be guaranteed when it comes to psychotherapy. Therapeutic outcomes are generally tied to your willingness to engage in the therapeutic process, which can be very uncomfortable at times. There are potential risks and benefits associated with any form of psychotherapy. Potential benefits may include increased insight, improved relationships, greater self-esteem and self-confidence, less emotional distress, and greater awareness of coping tools to support healthy processing of emotions. Potential risks may include greater emotional distress and discomfort, especially while exploring difficult events, thoughts, and feelings. I will do my best to understand and support you, but I cannot promise that your behavior or circumstances will change. Despite my best efforts, your condition may not improve, and in some cases, may worsen.

## Fees

Sessions last 55 minutes. My session fee is \$135. In-person/office sessions and phone or teleconferencing sessions are all billed at the same hourly rate. I have a limited number of reduced fee slots for those with financial hardship.

If you request additional time outside the counseling session (ex: emergency or crisis intervention, coordination of care with family members, medical professionals, or mental health professionals, written reports/documentation of progress), the fee is \$135 per hour and will be prorated according to the time necessary to complete the task requested. Clients will be responsible to pay this fee as insurance companies do not cover such services.

Therapy fees will be assessed on a yearly basis and are subject to an increase. I will give you a minimum of 30 days' notice regarding any fee increases.

I request payment at the time of service and accept credit cards (for alternate forms of payment including cash or checks, please touch base with me first). I use Ivy Pay, which is HIPAA-compliant. Ivy Pay will accept any credit, debit, or HSA/FSA card. If checks are returned due to insufficient funds, a \$25 fee will be charged to you.

I am not on any insurance panels and am not in network with any insurance companies. By your request, I can give you a statement at the end of each month for services that you may submit to your insurance company for out-of-network benefit reimbursement. I've also partnered with Mentaya, a service that streamlines getting reimbursed for your therapy sessions through out-of-network benefits. See if you qualify: <https://mentaya.co/checkbenefits/fTl5mkELOXkl1rAWtv5c>

Mentaya is perfect if you:

- Have out-of-network benefits and would like to be reimbursed for therapy
- Feel overwhelmed by superbills and insurance
- Have submitted superbills but failed to get any reimbursement
- Simply want to skip the hassle of paperwork! Here's how it works:

1. Sign up for Mentaya: <https://mentaya.co/inviteclient/fTl5mkELOXkl1rAWtv5c>
2. Our practice will enter your sessions into the platform.
3. Mentaya submits the claim and handles any insurance follow-up.
4. You get reimbursed by insurance!

Mentaya charges a 5% fee per claim, which includes handling any paperwork required, dealing with denials, and calling insurance companies. They guarantee claims are successfully submitted, or they give you a full refund of their fees.

### **Cancellation Policy**

Because I reserve your appointment time for you, if you do not cancel an appointment more than 24 hours in advance, I charge the full session fee for the missed appointment. This fee is due by our next scheduled appointment. For the first instance of a missed appointment, I will not charge you. This is your "freebie" no-show/late cancellation. Exceptions to this policy for unforeseen circumstances (such as illness or emergencies) will be made on a case-by-case basis at my discretion. Generally, if you're sick or tending to an emergency, you won't be charged (take care of yourself!).

Please let me know if you are running late for your appointment by texting or calling me. If you do not arrive by 15 minutes into the session, this will be considered a cancellation. If you are late, we will still end at the regular time. Three missed appointments/late cancellations (not due to emergency/unforeseen circumstances) will be considered a termination of services.

### **Communications Policy**

If you have a psychiatric or medical emergency, please call 911 or go to the nearest hospital emergency room for immediate care. Emergency services are **NOT** available through my private practice.

Additional crisis phone numbers include:

Colorado Crisis Services: 844-493-TALK (4200) OR Suicide Crisis Hotline (800) 273-8255

Boulder County: (303) 447-1665 OR Weld County: (970) 353-3686

Larimer County: (970) 221-2114 24 hours / 7 days Weekdays - 8-5pm; (970) 221-5551 After Hours

You are welcome to contact me between sessions. Be advised that I bill the time it takes me to respond to phone and email communications at my hourly rate (\$135) prorated in 15 minute increments. Generally, communications that take me less than 15 minutes to respond to will not be billed.

Please refrain from making contact with me using social media messaging systems such as Facebook, LinkedIn or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients. In addition, I limit social media to personal contacts and do not accept requests from current or former clients.

When you contact me by phone, email or text you can expect a response within 48 hours during business hours (9am-5pm). Weekends and holidays are an exception to this time frame. I may occasionally reply more quickly or on weekends, but please be aware that this will not always be possible. Also, there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town.

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

In order for us to communicate by email or text message, you must give informed consent. Please read and sign the Authorization to Use Unencrypted Email or Text Messaging document.

## **Dual Relationships**

Dual relationships occur when a therapist and client have any relationship outside of the therapist-client relationship. Dual relationships cannot always be avoided, especially in certain circumstances (i.e., rural settings, small communities, etc.), and can sometimes be neutral and even beneficial to the client. When choosing whether to engage in dual relationships with clients, therapists should consider the risks and benefits for therapeutic outcomes, seek ongoing consultation, and maintain appropriate documentation to ensure that clinical judgment is not impaired and that clients are not harmed. If harm inadvertently occurs to a client or former client, the counselor should make attempts to repair such harm. Please note that romantic/sexual dual relationships are always unethical and should be reported to DORA at <https://apps2.colorado.gov/dora/licensing/activities/complaint.aspx>.

You may encounter me in public places in a planned or an unplanned manner. In order to protect your confidentiality, if I see you in public, I will use my discretion to either avoid a conversation altogether (feel free to acknowledge me first in this instance, and we can exchange a brief greeting), or exchange a brief greeting if this seems indicated given the social context.

I will never acknowledge working with you without your written permission.

In small communities, dual relationships are often unavoidable and expected, and must be thoughtfully and ethically managed. The Eastern Orthodox community is close-knit. Many Orthodox clients seek out my services due to my clinical specialty and experience as an Orthodox Christian counselor. Working with me as an Orthodox Christian community member has potential benefits including increased therapeutic rapport, integration of Orthodox Christian theology and spirituality into your counseling process, and cultural sensitivity to the unique layers of your lived Orthodox experience. Risks of working with me as an Orthodox Christian counselor could include potential discomfort when encountering me in contexts outside of the therapy room, potential for your confidentiality to be compromised, and the potential for a need to terminate treatment should I determine that the dual relationship leads to impaired objectivity, impaired clinical judgment, or otherwise results in harm to you. It is my responsibility to communicate these risks and benefits to you, to guide conversations about appropriate boundaries, and to always prioritize your wellbeing and confidentiality. I value your input as we collaboratively develop and maintain therapeutic boundaries that are appropriate to your treatment needs and unique context. Please inform me if at any point a dual relationship exists or arises that becomes uncomfortable for you, and we can discuss next steps.

For more information on dual relationships, see:  
[2014 ACA Code of Ethics \(section A.6 deals with dual relationships\)](#)  
[Therapeutic Boundaries and Dual Relationships in Rural Practice](#)

## **Termination**

Ending the therapeutic relationship is called terminating, and this process can be initiated by you or by me. Termination of the therapeutic relationship can be a valuable opportunity to integrate and consolidate treatment progress, process feelings around saying goodbye, and identify any further supports you may need. I recommend that you allow at least one or two therapy sessions for the termination process prior to ending treatment with me. I may terminate treatment if I believe that your treatment needs are outside my scope of practice, if I believe that therapy with me is not benefitting you, or if you are default on payment. You can also terminate treatment at any time by simply letting me know verbally or in writing. If therapy is terminated for any reason, I will provide you with a list of qualified mental health providers to treat you. You may also decide to work with someone whom you find on your own.

In the event that 30 days pass without communication between you and I, unless we've made previous arrangements, I will close your client file and our client/therapist relationship will officially come to a close. You are welcome to contact me any time to resume our counseling work together.

### **Professional Executor**

In case I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated a colleague who is a Licensed Professional Counselor (LPC) as my professional executor. If I die or become incapacitated, my professional executor will be given access to all of my client records and may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide psychological services if needed; and/or to facilitate continued care with another qualified professional if needed. If you have any questions or concerns about this professional executor arrangement, I will be glad to discuss them with you.

I have read and understand the client responsibilities and financial policies indicated above. I accept responsibility for the payment of all charges under the above terms. I understand that if my account has not been paid for more than 45 days and arrangements for payment have not been agreed upon, then legal means may be used to secure the payment. This may involve utilizing a collection agency or going through small claims court. I hereby authorize the provider to release any information required to process claims for services or to obtain payment for services.

# Authorization to Use Unencrypted Email or Text Messaging

The purpose of this form is to explain the risks of communicating through unencrypted text messages, voicemails, and emails, and for you to provide your consent to utilizing non-secure communication.

It is very important that you are aware that email and text communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails and texts, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all e-mails and texts that go through them. It is always a possibility that emails and texts can be sent erroneously to the wrong number, address, or computer.

Email messages on your computer, your laptop, iPad, phone or other devices have inherent privacy risks - especially when your email access is provided through your employer or when access to your email messages is not password protected.

The computers belonging to Breathe & Become Counseling, LLC are equipped with a firewall, virus protection, and a password. All confidential information from the computer is backed up on a regular basis onto an encrypted hard-drive.

Please note that emails, text messages, phone calls and voicemails are transcribed and are considered part of your clinical record.

Please provide notification if you decide to avoid or limit, in any way, the use of email, texts, phone calls, or voicemails.

If you communicate confidential or private information via unencrypted email, texts, or via phone messages, it will be assumed that you have evaluated the risks and made an informed decision. This will be viewed as your agreement to take the risk that such communication may be intercepted, and your desire to communicate on such matters will be honored.

Please do not use text or email for emergencies.

I understand the risks of non-secure communication and choose to use the following reciprocal methods of communication: (Select all that apply)

- Voicemails (ok to leave voicemails at the designated phone number)
- Text messages at the designated phone number
- Emails at the designated email address
- None of the above.

Designated email address

Designated phone number

Agreement & Signature

# Mandatory Disclosure Statement

The purpose of this form is to help you understand your rights as a client, regulations for mental health professionals in the state of Colorado, and an overview of my training, education, and experience as a clinician. Please don't hesitate to ask me if you have questions or concerns about this form.

## License and Contact Information

Lydia Bailey, M.A., LPC

Licensed Professional Counselor #0022552 in the State of Colorado

Owner & Therapist | Breathe & Become Counseling, LLC

Physical Address: 2500 30th Street, Suite 201, Boulder, CO 80301

Mailing Address: 205 Ken Pratt Blvd, Suite 120 PMB 1033, Longmont, CO 80501

Email: [lydia@breatheandbecomecounseling.com](mailto:lydia@breatheandbecomecounseling.com)

Phone: 720-336-0480

## Education, Training, and Experience

Lydia Bailey, M.A., LPC

M.A., Clinical Mental Health Counseling, Regis University, 2021

B.A., University Scholars (emphasis: Great Texts and Classics), Baylor University, 2017

I worked in the juvenile justice system for two and a half years at Alternative Homes for Youth in Greeley, CO and was an Approved Provider with the Sex Offender Management Board (SOMB) of Colorado. I am no longer listed with the SOMB because I no longer work in the juvenile justice setting.

My clinical approach is informed by modalities including Dialectical Behavioral Therapy (DBT), Internal Family Systems (IFS), and Somatic Experiencing®. I am Level 1 Trained in Internal Family Systems through the IFS Institute. I have also completed training through PESI in Dialectical Behavioral Therapy. I provide optional Christian counseling if this is specifically requested by clients. My approach to Christian counseling is informed by ongoing professional development through consultation with Christian counselors and with clergy, alongside independent study and participation in Orthodox Christian counseling conferences and workshops.

The practice of licensed or registered persons in the field of Professional Counseling is regulated by the State Board of Professional Counselor Examiners within the Division of Professions and Occupations. The State Board of Professional Counselor Examiners can be reached at 1560 Broadway, Suite 1350, Denver, CO 80202, (303) 894-7800.

A Licensed Professional Counselor in Colorado must hold a master's or doctoral degree in professional counseling, have at least two years post-master's or one year postdoctoral practice, and pass an exam in professional counseling.

### **Further Important Notes**

You are entitled to receive information from your therapist about the methods of therapy, the techniques used, the duration of your therapy, if known, and the fee structure.

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

In a professional relationship, sexual intimacy is never appropriate and should be reported to the State Board. You can file a complaint at: <https://dpo.colorado.gov/FileComplaint>

### **Confidentiality**

Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in section 12-43-218 of the Colorado Revised Statutes, as well as other exceptions in Colorado and Federal law. These exceptions include cases of a complaint, suit, or grievance (see Colorado Revised Statutes 12-245-220 for more on this); indications of clear and imminent danger to self or others; a proper, legal court order directing release of information to a particular court judge; or suspicion of past or present abuse or neglect of a child, elder, or at-risk adult with intellectual or developmental disabilities. If a legal exception arises during therapy, when feasible, you will be informed accordingly. I may have to contact the police to request a welfare check due to safety concerns if I judge that you may be in danger of harming yourself or harming someone else. The Mental Health Practice Act can be accessed at <https://leg.colorado.gov/bills/hb21-1305>. For a summary of the HIPAA Privacy Rule, follow this link: <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>

### **Records**

Client records may not be maintained after seven years pursuant to C.R.S. Section 12-245-226. Any person who alleges that a mental 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. Pursuant to law, this practice will maintain records for a period of seven years commencing on the date of termination of services or on the date of last contact with the client, whichever is later. When the client is a child, the records must be retained for a period of seven years commencing either upon the last day of treatment or when the child reaches eighteen years of age, whichever comes later, but in no event shall records be kept for more than twelve years.

### **Age of Consent for Treatment**

A mental health professional may provide psychotherapy services to a minor who is twelve years of age or older, with or without the consent of the minor's parent or legal guardian, if the mental health professional determines that: (a) the minor is knowingly and voluntarily seeking such services; and (b) the provision of psychotherapy services is clinically indicated and necessary to the minor's well-being." CRS 12-245-203.5(2) The mental health professional "shall engage the minor in a discussion about the importance of involving and notifying the minor's parent or legal guardian and shall encourage such notification to help support the minor's care and treatment." CRS 12- 245-203.5(3)(b) Provider may notify the minor's parents about treatment without the minor's consent "if in the professional opinion of the mental health professional, the minor is unable to manage the minor's treatment or care." CRS 12-245-203.5(3)(c) Must have a written statement signed by the minor indicating they are voluntarily seeking services. CRS 12-245-203.5(4) Requires notification to parents/guardian if the minor "communicates intent to commit suicide." CRS 12-245-203.4(8) and requires compliance with duty to warn obligations if a minor communicates "clear and imminent intent or threat to inflict serious bodily harm on themselves or others." CRS 12-245-203.4(7)

### **HIPAA Compliance**

This disclosure statement contains the policies and procedures of B&BC 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). You will be provided with a separate comprehensive HIPAA form to read, print, and sign.

### **Restrictions on Uses**

You are entitled to request restrictions on certain uses and disclosures of protected health information as provided by 45 CFR 164.522 (a), however Lydia Bailey, M.A., LPC / B&BC is not required to agree to a restriction request. Please review B&BC's Notice of Privacy Policies for more information.

### **Consultation**

To gain other perspectives and ideas to best help you achieve your treatment goals, I consult regularly with other professionals for case consultation. No identifying information is shared in these consultations, ensuring that complete confidentiality is maintained.

### **Emergencies**

I do not provide 24-hour or emergency therapy services. If you anticipate needing crisis support outside of regularly scheduled therapy sessions, please inform me prior to beginning therapy so that we can find you resources that can better meet your needs. If you are experiencing an emergency, including a mental health crisis, please call 911 or go to the nearest Emergency Department.

Additional crisis phone numbers that may be supportive to you include:  
Colorado Crisis Services: 844-493-TALK (4200) OR Suicide Crisis Hotline (800) 273-8255  
Boulder County: (303) 447-1665 OR Weld County: (970) 353-3686  
Larimer County: (970) 221-2114 24 hours / 7 days Weekdays - 8-5pm; (970) 221-5551 After Hours & Weekends

If you need to contact me regarding an emergency, please call me and leave me a voicemail at (720) 336-0480.

I have read the preceding information, it has also been provided verbally, and I understand my rights as a client or as the client's responsible party.

# Acknowledgement of Receipt of Notice of Privacy Practices

This Patient Notification of Privacy Rights describes how medical and mental health information about you may be used and disclosed and how you can get access to this information. It is important that you know and understand the patient protections HIPAA affords you as a patient. NOTE: You have the right to refuse to sign this document. To receive a paper copy of this document, email us at [lydia@breatheandbecomecounseling.com](mailto:lydia@breatheandbecomecounseling.com). You may also view this notice at <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>.

## What is HIPAA?

The Health Insurance Portability and Accountability Act (HIPAA) establishes national standards for the protection of certain health information. The main privacy goal of HIPAA is “to assure that individuals’ health information is properly protected while also allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and wellbeing.”(1) The main security goal of HIPAA is to “protect the privacy of individuals’ health information while allowing covered entities to adopt new technologies to improve the quality and efficiency of patient care.”(2) HIPAA laws concern protected health information (PHI). HIPAA laws apply to all health care providers, including mental health care providers.

(1) U.S. Department of Health and Human Services. “Summary of the HIPAA Privacy Rule.” Accessed 1/29/24 at <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>

(2) U.S. Department of Health and Human Services. “Summary of the HIPAA Security Rule.” Accessed 1/29/24 at <https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/index.html>

## Breathe & Become Counseling, LLC Privacy Policies and Practices

Breathe & Become Counseling, LLC (B&BC) believes it may be a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and provides its clients with this Notice of Privacy Policies & Practices and complies with the procedures and protocols listed herein. B&BC complies with HIPAA laws for best practices regarding protecting your privacy and confidentiality. If B&BC is determined not to be a covered entity under HIPAA, it will still follow this Notice of Privacy Policies & Practices regarding use and disclosure of protected health information (PHI); however, the client may not be entitled to the rights set forth in the “Your Rights as a Client” section.

Please review this Notice of Privacy Policies and Practices (“Notice of Privacy Policies”). It is Breathe & Become Counseling, LLC policy to:

- Fully comply with the requirements of the HIPAA General Administrative Requirements, the Privacy and Security Rules,
- Provide every client who receives services with a copy of this Notice of Privacy Policies,
- Ask the client to acknowledge receipt when given a copy of this Notice of Privacy Policies,

- Ensure the confidentiality of all client records transmitted by facsimile, and
- Obtain from each client an informed Authorization for Release of Protected Health Information form when required.

B&BC is required to follow all state and federal statutes and regulations including Federal Regulation 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, governing testing for and reporting of TB, HIV AIDS, Hepatitis, and other infectious diseases, and maintaining the confidentiality of PHI.

Given the nature of the counseling relationship and process, it is imperative that Breathe & Become Counseling, LLC maintains the confidence of client information that we receive in the course of our counseling work. B&BC is prohibited from releasing any client information to anyone except in limited circumstances in accordance with this Notice of Privacy Policies and Practices.

Legal, ethical, and professional standards dictate the records that B&BC is required to keep regarding your care. HIPAA distinguishes between information that is included in your “designated medical record” and information that is contained in “Psychotherapy Notes.” Psychotherapy Notes are not accessible to insurance companies or other third-party reviewers.

### **What is protected health information (PHI)?**

Protected health information (PHI) refers to any information that B&BC creates or receives which identifies an individual or might reasonably be used to identify an individual and relates to:

- an individual’s past, present, or future physical or mental health or condition of an individual (such as counseling sessions or communication with your physician about your medication) OR
- the provision of healthcare to the individual (such as activities including scheduling appointments and keeping records) OR
- the past, present, or future payment for the provision of health care to an individual (such as reimbursement for your mental health care).

PHI includes any such information described above that B&BC transmits or maintains in any form. This includes Psychotherapy Notes. HIPAA and federal law regulate the use and disclosure of PHI when transmitted electronically.

### **Client Rights**

When it comes to your health information, you have certain rights under HIPAA. This section explains your rights and some of Breathe & Become Counseling, LLC’s responsibilities to help you. A video overview of this information can be viewed at <https://www.hhs.gov/hipaa/for-individuals/notice-privacy-practices/index.html>

- You can ask to see or get an electronic or paper copy of your mental health record and other health information B&BC has about you. Ask us how to do

this. B&BC will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee to fulfill your request. If we deny your request, in whole or in part, we will let you know why in writing and whether you have the option of having the decision reviewed by an independent third-party.

- You can ask B&BC to correct health information about you that you think is incorrect or incomplete. Ask us how to do this. B&BC may say “no” to your request, but we will tell you why in writing within 60 days.
- You can request confidential communication. You can ask B&BC to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will say “yes” to all reasonable requests. Please review the Authorization to Use Unencrypted E-mail or Text Messaging, found in the Communications Policy document, for B&BC policy on electronic communications. If you request not to receive electronic communications, we will not communicate with you via electronic means.
- You can ask B&BC not to use or share certain health information for treatment, payment, or operations. We are not required to agree to your request, and we may say “no” if it would affect your care. If you pay for a service or health care item out-of-pocket in full, you can ask B&BC not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.
- Additional Restrictions: You have the right to request additional restrictions on the use or disclosure of your mental health information. However, B&BC does not have to agree to that request, and there are certain limits to any restriction. Ask us if you would like to make a request for any restriction(s).
- Get a list of those with whom B&BC has shared information. You can ask for a list (accounting) of the times B&BC has shared your health information for six years prior to the date you ask, who it was shared with, and why. B&BC will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). B&BC will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- Get a copy of this privacy notice. You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
- Choose someone to act for you. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.
- File a complaint if you feel your rights are violated. You can complain if you feel B&BC has violated your rights by contacting us using the information in this form. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1- 877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/). We will not retaliate against you for filing a complaint. You may also file a complaint with the Colorado De-

partment of Regulatory Agencies, Division of Professions and Occupations, Mental Health Section; 1560 Broadway, Suite 1350, Denver, Colorado, 80202, 303-894-2291; DORA\_Mentalhealthboard@state.co.us. Please note that the Department of Regulatory Agencies may direct you to file your complaint with the U.S. Department of Health and Human Services Office for Civil Rights listed above and may not be able to take any action on your behalf.

This notice is effective July 18, 2025. For more information see: <https://www.hhs.gov/hipaa/for-individuals/index.html>

I acknowledge receipt of this form.

## Uses and Disclosures of Protected Health Information (PHI)

The purpose of this form is to outline how Breathe & Become, LLC uses and discloses your protected health information. Please let us know if you have any questions regarding this form.

A **use** of PHI occurs within a covered entity (i.e., discussions among staff regarding treatment). A **disclosure** of PHI occurs when B&BC reveals Protected Health Information (PHI) to an outside party (i.e., B&BC provides another treatment provider with PHI, or shares PHI with a third party pursuant to a client's valid written authorization).

Breathe & Become Counseling, LLC may use and disclose PHI, without an individual's written authorization, for the following purposes:

- **Treatment:** disclosing and using your PHI by those who are involved in your care for the purpose of providing, coordinating, or managing your health care treatment and related services. This includes consultation with clinical supervisors or other treatment team members and for coverage arrangements during your therapist's absence, and for sending appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. Uses and disclosures for treatment purposes are not subject to the minimum necessary requirement.
- **Payment:** disclosing and using your PHI so that Breathe & Become Counseling, LLC can receive payment for the treatment services provided to you, such as: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization of review activities.
- **Health Care Operations:** disclosing and using your PHI to support Breathe & Become Counseling, LLC's business operations which may include but not be limited to: quality assessment activities, licensing, audits, and other business activities. Uses and disclosures for payment and health care operations pur-

poses are subject to the minimum necessary requirement. This means that Breathe & Become Counseling, LLC may only use or disclose the minimum amount of PHI necessary for the purpose of the use or disclosure (i.e., for billing purposes Breathe & Become Counseling, LLC would not need to disclose a client's entire medical record in order to receive reimbursement. Breathe & Become Counseling, LLC would likely only need to include a service code and/or diagnosis etc.).

Breathe & Become Counseling, LLC is required to promptly notify you of any breach that may have occurred and/or that may have compromised the privacy or security of your PHI.

Confidentiality of client records and substance abuse client records maintained are protected by federal law and regulations. It is Breathe & Become Counseling, LLC's policy that a client must complete an Authorization for Release of Protected Health Information it provides prior to disclosing health information to another individual and/or entity for any purpose, except for treatment, payment, or health care operations in accordance with this Notice of Privacy Policies. Absent the above referenced form, other than for treatment, payment, or health care operations purposes, B&BC is prohibited from disclosing or using any PHI outside of or within the organization, including disclosing that the client is in treatment without written authorization, unless one of the following exceptions arises:

- Responding to lawsuit and legal actions (Disclosure by a court order, in response to a complaint filed against Breathe & Become Counseling, LLC, etc. This does not include a request by you or another party for your records).
- Disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit or program evaluation.
- Help with public health and safety issues (Client commits or threatens to commit a crime either at Breathe & Become, LLC's office or against any person who works for Breathe & Become Counseling, LLC; A minor or elderly client reports having been abused or there is reasonable suspicion that abuse has or will take place; Client is planning to harm another person, including but not limited to the harm of a child or at-risk elder; Client is imminently dangerous to self or others).
- Address workers' compensation, law enforcement, and other government requests.
- Respond to organ and tissue donation requests.
- Business Associates: Breathe & Become Counseling, LLC may enter into contracts with business associates to provide billing, legal, auditing, and practice management services that are outside entities. In those situations, protected health information will be provided to those contractors as is needed to perform their contracted tasks. Business associates are required to enter into an agreement maintaining the privacy of the protected health information released to them.
- In compliance with other state and/or federal laws and regulations. The above exceptions are subject to several requirements under the Privacy Rule, including the minimum necessary requirements and applicable federal and

state laws and regulations. See 45 C.F.R. § 164.512. Before using or disclosing PHI for one of the above exceptions, B&BC's staff must consult its Privacy Officer (Lydia Bailey, M.A., LPC., 720-336-0480, lydia@breatheandbecomecounseling.com) to ensure compliance with the Privacy Rule.

Violation of these federal and state guidelines is a crime carrying both criminal and monetary penalties. Suspected violations may be reported to appropriate authorities, as listed in the "Client Rights" section, in accordance with federal and state regulations. Know that Breathe & Become Counseling, LLC will never market or sell your personal information without your permission.

### **Special Authorizations**

Certain categories of information have extra protections by law, and thus require special written authorizations for disclosures.

- **Psychotherapy Notes:** Breathe & Become Counseling, LLC may keep and maintain "Psychotherapy Notes", which may include but are not limited to notes we make about your conversation during a private, group, joint, or family counseling session, which is kept separately from the rest of your record. These notes are given a greater degree of protection than PHI. These are not considered part of your "client record," also known as your "designated medical record." B&BC will obtain a special authorization before releasing your Psychotherapy Notes.
- **HIV Information:** Special legal protections apply to HIV/AIDS related information. B&BC will obtain a special written authorization from you before releasing information related to HIV/AIDS.
- **Alcohol and Drug Use Information:** Special legal protections apply to information related to alcohol and drug use and treatment. B&BC will obtain a special written authorization from you before releasing information related to alcohol and/or drug use/treatment.

You may revoke all such authorizations to release information (PHI, Psychotherapy Notes, HIV information, and/or Alcohol and Drug Use Information) at any time, provided each revocation is in writing, signed by you, and signed by a witness. You may not revoke an authorization to the extent that (1) Breathe & Become Counseling, LLC has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, the law provides the insurer the right to contest the claim under the policy.

### **Safeguarding of PHI**

As a covered entity under the Privacy and Security Rules, Breathe & Become Counseling, LLC is required to reasonably safeguard PHI from impermissible uses and disclosures. Safeguards may include, but are not limited to the following:

- Not leaving test results unattended where third parties without a need to know can view them.

- Any PHI received as an employee, intern, or volunteer about a client or potential client, may not be used or disclosed for non-work purposes or with unauthorized individuals. B&BC may only use and disclose such PHI as described above.
- When speaking with a client about their PHI where third parties could possibly overhear, the conversation will be moved to a private area.
- Seeking legal counsel in uncertain situations and/or incidences.
- Obtaining a Business Associates Agreement with those third parties that have access to and/or store client information. Some of the functions of the practice may be provided by contracts with business associates. For example, some of the billing, legal, auditing, and practice management services may be provided by contracting with outside entities to perform those services.
- Implementing fax security measures.
- Obtaining your consent prior to sending any PHI by unsecure electronic transmissions.
- Providing information on electronic record-keeping.

### **Your Choices**

For certain health information, you can tell Breathe & Become Counseling, LLC (verbal authorization) your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions. B&BC may request you sign a separate document if you authorize it to share certain PHI. You may revoke that authorization at any time for future disclosure. In these cases, you have both the right and choice to tell B&BC to:

- Share information with your family, close friends, or others involved in your care,
- Share information in a disaster relief situation, or
- Include your information in a hospital directory.

If you are not able to tell B&BC your preferences, for example if you are unconscious, B&BC may go ahead and share your information if we believe it is in your best interest and for your care/treatment.

B&BC may also share your information when needed to lessen a serious and imminent threat to public health or safety.

In the following cases, B&BC will never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

### **Changes to the Terms of this Notice**

Breathe & Become Counseling, LLC can change the terms of this notice, and the changes will apply to all information B&BC has about you. The new notice will be

available upon request, in B&BC's office, and on its website. This notice is effective July 18, 2025. The website link to view these documents is:  
[www.breatheandbecomecounseling.com/privacy-policy-hipaa](http://www.breatheandbecomecounseling.com/privacy-policy-hipaa)

I acknowledge that I have received a copy of Breathe & Become Counseling, LLC's Notice of Uses and Disclosures of Protected Health Information (PHI).

# Telehealth Informed Consent

The purpose of this form is to define telehealth, detail your rights as a client in relation to telehealth, and discuss the potential benefits and risks of telehealth.

The term telehealth is used when a mental health provider offers psychological services remotely via telephone, email, or teleconferencing. It includes consultation, treatment, transfer of medical data, emails, telephone conversations, and education using interactive audio, video, or data communications. Telehealth also involves the communication of medical/psychological information, both orally and visually.

## Risks/Benefits of Telehealth Sessions

Generally speaking, the risks and benefits of telehealth are similar to those of in-person sessions. There are additional risks, however:

- Although we will use secure platforms (e.g., Zoom) with industry standard encryption and security, there is no way to guarantee that this software is completely failure proof. As with any technology, there is a chance of a security breach that would affect the privacy of personal and/or medical information. Lydia Bailey, M.A., LPC has chosen to use a secure video platform that is HIPAA compliant and designed to protect your privacy.
- Technology's interruptions, unauthorized access, and technical difficulties can create frustrations that disrupt flow of the session.
- The transmission or electronic storage of your information could be accessed by unauthorized persons.
- Since you will be completing sessions in your own home, we cannot guarantee the same level of privacy that you have when you are in our office. This means that you are responsible for making sure that you are in a private area where disruptions (e.g., others coming into the room or hearing what you say in another room) are minimized as much as possible.
- Expected benefits include the ability to receive ongoing care, minimization of travel time and flexible scheduling, and access to Lydia Bailey's specialties which may not be available in your area.

## Colorado Law

The laws that protect the confidentiality of your medical information also apply to teletherapy. As such, the information disclosed by you during the course of your therapy or consultation is generally confidential. However, there are mandatory exceptions to confidentiality, which are discussed in the Mandatory Disclosure Statement.

Most states require healthcare providers to be licensed in the state in which the telehealth patient is located. In order for Lydia Bailey, M.A., LPC to provide telehealth services, you will need to be located in the state of Colorado at the time of each session. Since Colorado passed telehealth parity law in 2016, private insurers are required to cover telehealth in the same manner that the plan covers

health care services delivered by a provider in-person for patients statewide. To learn more about the telehealth reimbursement of private payers, you are responsible to contact your insurance company directly.

### **Procedures for Telehealth**

To access the videoconferencing platform (Zoom), you will need:

A computer, tablet, or phone.

- An external or integrated webcam.
- An external or integrated microphone.
- An internet connection with the bandwidth of at least 10 MBPS. Ethernet cable is better than Wifi for the best possible connection.

To address potential safety situations and to ensure the delivery of services only within the state of Colorado, please provide the following information at the start of each session (if different from the information that you have provided in your most recent intake form and Authorization to Use Unencrypted Email or Text Messaging form):

- Address of your location at the time of service.
- Emergency contact near your location at the time of service (i.e. someone you trust to handle an emergency).
- Address and phone number of the nearest emergency room to your location at the time of service.

To maximize the quality and privacy of your therapy sessions, it is recommended that you:

- Find a quiet uninterrupted space for the session.
- Use headphones during the therapy session for more privacy.
- Sit facing indirect sunlight as much as possible, so that your face is visible to your therapist.
- Turn off alerts on your computer and phone and mute your phone.
- Turn off the voice activation on smart speakers or other smart home devices in the area where sessions are being conducted during the duration of your therapy session.

### **Protocols for Technical Failure**

If equipment or transmission failure occurs, B&BC's telehealth protocol is to first try to disconnect and attempt to reconnect with the video platform (Zoom). If this is unsuccessful, Lydia Bailey, M.A., LPC will call the phone number listed in your most recent intake form to reach out to you. By engaging in telehealth therapy and signing this consent, you give Lydia Bailey permission to reach you at the phone number listed in your intake form in the event of technical failure. If problems continue to persist, please email or text Lydia Bailey to reschedule your next appointment.

### **Billing Arrangements**

Your credit card on file will be charged at the end of each session, unless you have a specific billing arrangement with Lydia Bailey, M.A., LPC ahead of time. A 55-minute individual session is \$135. A no-show or late notice less than 24 hours in advance will be charged the full fee (in case of emergencies or illnesses, this fee may be waived at the counselor's discretion, and you also have one "grace" no-show for which you will not be charged). You will not be charged for a failure of transmission or other technical difficulties. Lydia Bailey has the right to decline your appointment if you do not pay for 3 consecutive sessions.

### **Suitability of Telehealth and Emergency Situations**

If Lydia Bailey, M.A., LPC believes that you would be better served by another form of therapeutic services (e.g., face-to-face services), you will be referred to a professional who can provide such services in your area.

Lydia Bailey, M.A., LPC will make every effort to respond to emails within 48 hours for non-emergency communication, excluding holidays and weekends. Lydia Bailey provides non-emergency therapeutic services by scheduled appointment.

If, for any reason, you are unable to contact your therapist by the telephone number provided to you, (720) 336-0480, and you are having a true emergency, please call 911, check yourself into the nearest hospital emergency room, or call Colorado's Crisis Hotline at (844) 493-8255. Colorado's Crisis Hotline is a 24/7/365 support line for anyone affected by a mental health, substance use, or emotional crisis. Immediate support is available and connections to more resources are provided. You can also call the National Suicide Prevention Lifeline at 1-800-273-8255 for free 24-hour hotline support.

### **Consent**

Since this may be different than the type of sessions with which you are familiar, it is important that you understand, acknowledge, and agree to the following statements:

- You understand that you have undertaken to engage in a telehealth encounter for yourself that will contain personal identifying information as well as protected health information.
- You understand that the therapist will be at a different location from you.
- You understand that you have the right to withhold or withdraw your consent to the use of telehealth services at any time in the course of your care, without affecting your right to future care or treatment.
- You understand that you may seek a second opinion from another therapist any time.
- You have been informed of and accept the potential risks associated with telehealth, such as failure of security protocols that may cause a breach of privacy of personal and/or medical information.
- You understand that the laws that protect privacy and the confidentiality of medical information also apply to telehealth, and that no information ob-

tained in the use of telehealth which identifies you will be disclosed to other entities without your consent or as may be allowed by law.

- You understand that you may expect the anticipated benefits from the use of telehealth in your care, but no results can be guaranteed or assured.
- You have been given the opportunity to ask your provider questions relative to your telehealth encounter, security practices, technical specifications, and other related risks.

I certify that I have read or had this form explained to me and understand its contents, that I understand the risks and benefits of telehealth services, and that I have been given ample opportunity to ask any questions I may have about this form. I agree to abide by these policies and procedures during my course of treatment.

# THE NO SURPRISES ACT STANDARD NOTICE AND CONSENT DOCUMENTS PLUS GOOD FAITH ESTIMATE

**SURPRISE BILLING PROTECTION FORM:** The purpose of this document is to let you know about your protections from unexpected medical bills. It also asks whether you would like to give up those protections and pay more for out-of-network care. You are receiving this notice because this provider/facility is not in your health plan's network. This means the provider/facility does not have a contracted agreement with your insurance plan.

**IMPORTANT:** You are not required to sign this form and should not sign it if you did not have a choice of health care providers when you received care. You can choose to receive care from a provider or facility in your health plan's network, which may cost you less. You may contact your health plan to find an in-network provider or facility.

If you would like assistance with this document, please ask your provider. Keep a photo or paper copy of this form for your records.

If your plan covers the item or service you're getting, federal law protects you from higher bills:

- When you get emergency care from out-of-network providers and facilities, or
- When an out-of-network provider treats you at an in-network hospital or ambulatory surgery center.

If you sign this form, you may pay more because:

- You are giving up your protections under the law.
- You may owe the full costs billed for items and services received.
- Your health plan might not count any of the amount you pay towards your deductible or out-of-pocket maximum.

Your estimated costs for outpatient mental health therapy are included in this form (see below).

## **Estimate of what you could pay**

**Out-of-network provider/facility name: Lydia Bailey, M.A., LPC, Breathe & Become Counseling**

**Total cost estimate of what you may be asked to pay:** It is your ethical right to determine your goals for treatment and how long you would like to remain in therapy, unless you are pursuing mandatory treatment.

**Review your detailed estimate.** See page below for a cost estimate for each item or service.

**Call your health plan.** For information about how much of these services are reimbursable.

**Questions about this notice and estimate?** Please contact Lydia Bailey by phone or email.

**Questions about your rights?** Contact: Colorado Department of Regulatory Agencies at (303) 894-7490 or 800-930-3745 (outside the Denver Metro Area); Monday-Friday 8am-5pm.

**Prior authorization or other care management limitations**

Except in an emergency, your health plan may require prior authorization (or other limitations) for certain items and services. This means you may need your plan's approval to cover an item or service before you receive them. If prior authorization is required, ask your health plan about what information is necessary to get the coverage needed/requested.

**More information about your rights and protections**

Visit <https://www.cms.gov/files/document/model-disclosure-notice-patient-protections-against-surprise-billing-providers-facilities-health.pdf> for more information about your rights under Federal law.

Visit <https://leg.colorado.gov/bills/hb22-1284> for more information about your rights under Colorado state law. If you believe you've been wrongly billed, you may contact: Mental Health Licensing Section of the Division of Professions and Occupations, 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 894-7800.

With my signature, I acknowledge that:

I'm giving up some consumer billing protections under Federal law and I might pay more for out-of-network services.

I may get a bill for the full charges for these items and services or have to pay out-of-network cost-sharing under my health plan. (this provider does not submit insurance billing)

I was given a written notice on the date that I am signing this form, explaining that my provider or facility is not in my health plan's network, the estimated cost of services, and what I may owe if I agree to receive care by this provider or facility.

I received the notice either on paper or electronically, consistent with my choice. I fully and completely understand that some or all amounts I pay might not count toward my health plan's deductible or out-of-pocket limit.

I can end this agreement by notifying the provider or facility in writing before getting services.

If I decide not to sign this form, this provider or facility might not treat me.

Please take a photo or keep a copy of this form. It contains important information about your rights/protections. Request a copy of this form by emailing [lydia@breatheandbecomecounseling.com](mailto:lydia@breatheandbecomecounseling.com).

Agreement & Signature

# Good Faith Estimate Details

Out-of-network provider(s) or facility name: Lydia Bailey, M.A., LPC – Breathe & Become Counseling, LLC Federal Tax ID: 934512667 – NPI: 1710767249

The amount below is the actual amount that you agree to pay this provider per session, should you begin attending outpatient mental health therapy sessions. It is not an offer or contract for services. This estimate shows the full estimated costs of the items or services listed. It doesn't include any information about what your health plan may cover if you submit a superbill to your insurance company.

Contact your health plan to find out how much, if any, your plan will pay and your out-of-pocket/coinsurance costs.

## **GOOD FAITH ESTIMATE TABLE OF SERVICES AND FEES**

Effective January 1, 2025 - December 31, 2025\*

<b>Service code (CPT Code)</b>	<b>Description</b>	<b>Fee for Service (Number of sessions determined with client progress)</b>
90791	Initial Diagnostic Evaluation**	\$135
90837	Psychotherapy 60 minutes** (Hourly rate used for all prorated calculations)	\$135
90847	Family or couples therapy 60 minutes**	\$135
98970-98972	Online Digital Evaluation & Management (Responding to Email & Text Messages)	Hourly Rate prorated based on the amount of time spent
	Late Cancellation Fee (Cancellation less than 24 hours in advance of scheduled session time)	\$135
	Production of Records (i.e., report writing)	Hourly Rate prorated based on the amount of time spent
	Crisis session (length determined on a case-by-case basis)	Hourly Rate prorated based on length of session

Total Estimate:	This Good Faith Estimate explains your therapist's rate for each service listed. Your therapist will collaborate with you throughout your treatment to determine how many sessions and/or which services you may need to receive the greatest benefit based on your diagnosis(es)/presenting clinical concerns.
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\*Fees subject to yearly increase.

\*\*In person/office sessions and telehealth sessions are the same Fee for Service

**Additional Provider Notes Regarding Total Estimated Cost:**

If we continue to meet once per week, the monthly cost would be \$540 based on a rate of \$135 per session. If we meet twice a month, the monthly cost would be \$270 based on a rate of \$135 per session. The length of treatment depends on a variety of factors including presenting concerns, diagnoses, desired frequency of sessions (weekly versus every two weeks), type of treatment being sought (short-term versus long-term), etc. Depending on the amount of progress we are able to make together, I typically meet with clients who are seeking short-term therapy for 3-6 months, and those seeking longer-term treatment, for 1-2 years or longer depending on their needs.

**Disclaimers**

This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created and is subject to change. The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill. The Good Faith Estimate is not a contract and does not require you to obtain the services from the provider identified on the Good Faith Estimate. If you are billed for more than this Good Faith Estimate, you have the right to dispute the bill. You may contact the health care provider or facility listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available. You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount. To learn more and get a form to start the process, go to [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call HHS at (800) 368-1019. For questions or more information about your right to a Good Faith Estimate or the dispute process, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call (800) 368-1019.

Keep a copy of this Good Faith Estimate in a safe place or take pictures of it. You may need it if you are billed a higher amount.

I acknowledge receipt of this form.