

David Shanley PsyD, LLC
1776 S. Jackson St., Suite 723
Denver, CO 80210
Licensed Psychologist #4360

DISCLOSURE INFORMATION & CONTRACT FOR PSYCHOLOGICAL SERVICES

DATE: _____

CLIENT NAME: _____ BIRTHDATE: _____

ADDRESS: _____

CITY: _____ STATE, ZIP CODE: _____

HOME PHONE: _____ CELL PHONE: _____

SINGLE: ___ MARRIED: ___ SEPARATED: ___ DIVORCED: ___ WIDOWED: ___

REFERRED BY: _____

MAY I THANK THIS PERSON FOR REFERRING YOU? _____

PERSON RESPONSIBLE FOR PAYMENT OF FEES: _____

HOW DID YOU HEAR ABOUT THE PRACTICE? Google ___ Psychology Today ___ Other ___

EMERGENCY NOTIFICATION: _____

PHONE: _____

RELATIONSHIP TO YOU: _____

CLIENT'S PRIMARY PHYSICIAN: _____

FOR CLIENTS 18 AND UNDER:

MOTHER'S NAME: _____ FATHER'S NAME: _____

CHILD LIVES WITH: _____ ADDRESS (if different than above: _____

IF THE CHILD'S PARENTS ARE DIVORCED, PLEASE INDICATE WHICH PARENT(S)
HAS(HAVE) LEGAL CUSTODY:

SCHOOL: _____ GRADE: ___ TEACHER: _____

ADDRESS: _____ CITY, ZIP: _____

ADDRESS & PHONE: _____

Initials _____

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions that you might have so that we can discuss them. Once you sign this, it will constitute a binding agreement between us.

I. DISCLOSURE OF CREDENTIALS

Licensed Psychologist #4360

Master of Arts, 2010
The University of Denver
Clinical Psychology

Doctor of Psychology, 2013
The University of Denver
Clinical Psychology

II. CLIENT RIGHTS

The Colorado Department of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists, licensed clinical social workers, licensed professional counselors, and unlicensed individuals who practice psychotherapy (psychologist candidates).

The agency within the Department that has specific responsibility for licensed and unlicensed psychotherapists is the State Grievance Board, 1560 Broadway, Suite 1340, Denver, CO 80202; phone: (303) 894-7766.

As a client, you are entitled to receive information from me about my methods of therapy, the techniques I use, the duration of your therapy (if I can determine it), and my fee structure. Please ask if you would like to receive this information.

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

In a professional relationship (such as ours), sexual intimacy between a therapist and a client is never appropriate. If sexual intimacy occurs, it should be reported to the State Grievance Board.

III. PSYCHOLOGICAL SERVICES

1. Psychotherapy

Psychotherapy is not easily described in general statements. It varies depending on the personality of both the therapist and the client and the particular problems that the client brings. There are a number of different approaches that can be used to address the problems you hope to address. It is not like visiting a medical doctor, in that it requires a very active effort on your part. In order to be most successful, you will have to work both during our sessions and away from them.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, guilt, anxiety, anger/frustration, loneliness, and helplessness. Psychotherapy often requires recalling unpleasant aspects of your history. Psychotherapy has also been shown to have benefits for people who undertake it. It often leads to significant reduction of feelings of distress, more satisfying relationships, and resolution of specific problems. But there are no guarantees about what will happen.

IV. FEES

My fee for a 50-minute session is \$190. In unusual circumstances, you may become involved in a litigation that may require my participation. This will be billed at a separate rate of \$500/hr. In general, I do not provide evaluations for legal purposes, including but not limited to: emotional support animals, child custody, divorce proceedings, Disability claims, or FMLA leave.

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V. CONTACTING ME

I am often not immediately available by telephone. While I am usually at work between 9 AM and 6 PM, I will not answer the phone when I am with a client. My telephone is answered by a confidential voicemail system that alerts me to all calls. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please leave some times when you will be available. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary. If you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician or the emergency room at the nearest hospital and ask for the psychologist or psychiatrist on call. You can also call the Rocky Mountain Crisis Line at (844) 493-8255.

VI. PROFESSIONAL RECORDS

Both law and the standards of my profession require that I keep appropriate treatment records. You are entitled to receive a copy of the records, but if you wish, I can prepare an appropriate summary. Because these are professional records, they can be misinterpreted and/or be upsetting. If you wish to see your records, I recommend that you review them in my presence so that we can discuss what they contain. I am sometimes willing to conduct such a meeting without charge. Please note, it is my standard ethical and legal practice to maintain records for a period of 7 years after the end of treatment. After that, records may be destroyed. If you have an issue regarding your records, you must file a claim within 7 years of when the claim arose.

VII. CONFIDENTIALITY

Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the therapist is a registered psychotherapist. If the information is legally confidential, the therapist cannot be forced to disclose the information without the client's consent.

There are, however, exceptions to the general rule of legal confidentiality. In most judicial proceedings, you have the right to prevent me from providing any information about your treatment. However, in some circumstances such as child custody proceedings, delinquency proceedings, and proceedings in which your emotional condition is an important element, a judge may require my testimony if she/he determines the resolution of the issues before she/he demands it.

There are some situations in which I am legally required to take action to protect others from harm, even though that requires revealing some information about a client's treatment. If I believe that a child, an elderly person, or a disabled person is being abused, I must file a report with the appropriate state agency. If I believe that a client is threatening serious bodily harm to another, I am required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a client threatens to harm her/himself, I may be required to seek hospitalization for the client, or to contact family members or others who can help provide protection.

These situations have rarely arisen in my practice and should such a situation occur, I will make every effort to discuss it fully with you before taking action.

I may occasionally find it helpful to consult about a case with other professionals. In these consultations, I make every effort to avoid revealing the identity of my client. The consultant is, of course, also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important we discuss any questions or concerns you may have. As you might suspect, the laws governing these issues are quite complex, and I am not an attorney. While I am happy to discuss these issues with you, should you need specific advice, formal legal consultation may be desirable.

VIII. BILLING AND PAYMENTS

You will be expected to pay for each psychotherapy session at the time it is held or before. Payment schedules for other professional services will be agreed to at the time these services are requested. In

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circumstances of unusual financial hardship, I may be willing to negotiate an installment payment plan.

Payment is expected at the end of each office visit, unless other arrangements are made. If alternate billing arrangements are made, the outstanding balance is due and payable within ten days of the end of the month in which services were rendered.

If your account is more than 60 days in arrears and suitable arrangements for payment have not been agreed to, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information that I would release about a client's treatment would be the client's name, address/phone number, the nature of the services provided, and the amount due.

Appointments canceled by you without at least 24 hours notice or appointments you simply forget about or do not show up to will incur a \$100 fee. No charge will be made for appointments missed due to emergencies and illness. (By their nature, emergencies do not occur frequently; if such cancellations arise frequently in the course of treatment, this would require further discussion between us.)

IX. INSURANCE REIMBURSEMENT

If you have a health benefits policy, it will usually provide some coverage for mental health treatment or evaluation. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled, including filling out forms, as appropriate. However, you, and not your insurance company, are responsible for full payment of the fee to which we have agreed. Therefore, it is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions, you should call your plan and inquire.

You should be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become part of the insurance company files, and in all probability, some of it will be computerized. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share your information with a national medical information data bank. If you request it, I will provide you with a copy of any report that I submit.

It is important to remember that you always have the option to pay for my services yourself and avoid the complexities described above.

I am an in-network provider for TriCare and TriWest. If you would like to use insurance to pay for services, we will discuss the details for how to make this work. If you want to try to use a different insurance carrier, you will have to pay my private pay fee upfront, and then I will give you a superbill that you can try to submit for out-of-network coverage, but that is between you and your insurance company. Please note, you are responsible for all copays, coinsurance, and deductible payments as instructed by your insurance company. The credit card kept on file for each client may be used to cover such copays/deductible payments if no other payment arrangements are made.

If you have a Health Savings Account credit/debit card with any plan/carrier, you may pay for services with this card and no additional paperwork is needed.

Surprise Billing – Know Your Rights

Beginning January 1, 2020, Colorado state law protects you* from “surprise billing,” also known as “balance billing.” These protections apply when:

- You receive covered emergency services, other than ambulance services, from an out-of-network provider in Colorado, and/or

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- You unintentionally receive covered services from an out-of-network provider at an in-network facility in Colorado

What is surprise/balance billing, and when does it happen?

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

When you CANNOT be balance-billed:

Emergency Services

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

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

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

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

Additional Protections

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

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

If you want to file a complaint against your health care provider, you can submit an online complaint by visiting this website: https://www.colorado.gov/pacific/dora/DPO_File_Complaint.

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

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*This law does NOT apply to ALL Colorado health plans. It only applies if you have a "CO-DOI" on your health insurance ID card.

Please contact your health insurance plan at the number on your health insurance ID card or the Colorado Division of Insurance with questions.

X. CLIENT’S STATEMENT OF UNDERSTANDING AND AGREEMENT

Please feel free to talk with me regarding any of the information presented in this form. If you do not have any questions, after having read this form please initial each of its pages and sign below to indicate that you understand the above information and that you agree to abide by the policies indicated, including accepting financial responsibility for the above-named client. You will be given a copy of this form for your records.

By this signature, you also hereby acknowledge that you have received a copy of the "Notice of Privacy Rights."

Also, you authorize with your signature below that in the event of my death or grave disability, one or more of my selected colleagues may review confidential information I have collected about you or your child in order to advise you of options for the continuity of treatment.

Lastly, you understand that if either one of us uses cellular or portable telephones (I use both from time to time), information transmitted by one or both of us may be intercepted by a third party. This is also the case with emails and text messages. By signing this form, you acknowledge the inherent risk in communicating via these forms of communication for scheduling and other purposes.

Consent for Treatment (Check one)

I _____ voluntarily consent to mental health and/or consultative services with David Shanley, Psy.D. of David Shanley PsyD, LLC.

I _____ voluntarily consent to mental health and/or consultative services for my minor child, _____ with David Shanley, Psy.D. of David Shanley PsyD, LLC.

I have read the preceding information and understand my rights as a client.

Signature of Client(s), Client’s Guardian, or Person
Assuming Financial Responsibility

Date

Signature of Therapist
Dr. David Shanley, Psy.D.
Licensed Psychologist #4360

Date

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