

Scott Banks, MA, LPC, LAC  
10465 Melody Dr. Suite 219  
Northglenn, CO 80234  
LPC # 11533 LAC #0555

DISCLOSURE INFORMATION & CONTRACT FOR COUNSELING SERVICES

DATE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE, ZIP CODE: \_\_\_\_\_

PRIMARY PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

IS IT OK TO LEAVE A VOICEMAIL? \_\_\_\_\_ IS IT OK TO SEND A TEXT/EMAIL? \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

EMERGENCY CONTACT PHONE: \_\_\_\_\_

MARITAL STATUS: (if client is under 18, indicate marital status of parents)

SINGLE: \_\_\_ MARRIED: \_\_\_ SEPARATED: \_\_\_ DIVORCED: \_\_\_ WIDOWED: \_\_\_

Last date you saw your Primary Care Doctor: \_\_\_\_\_

HOW DID YOU HEAR ABOUT MY PRACTICE? Google \_\_\_ Psychology Today \_\_\_ Other \_\_\_

REFERRED BY: \_\_\_\_\_

PERSON RESPONSIBLE FOR PAYMENT OF FEES: \_\_\_\_\_

Insurance Provider(s): \_\_\_\_\_

**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 CURRENT PARENTAL CUSTODY ARRANGEMENT AND MEDICAL DECISION-MAKING ALLOCATION:

\_\_\_\_\_

SCHOOL: \_\_\_\_\_ GRADE: \_\_\_ TEACHER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, ZIP CODE: \_\_\_\_\_

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

THERAPIST NAME: Scott Banks

LICENSE NUMBER: LPC – 11533 (EXP: 8/31/21), LAC -00555 (EXP:8/31/21)

DEGREES: BA Psychology, MA Forensic Psychology

EDUCATION/TRAINING: University of South Florida, University of Denver

LICENSES: Licensed Professional Counselor; Licensed Addiction Counselor

## II. CLIENT RIGHTS

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. Questions or complaints may be addressed to:

The Board of Professional Counselor Examiners  
1560 Broadway, Suite 1350  
Denver, Colorado 80202  
(303) 894-7800

State Board of Addiction Counselor Examiners  
1560 Broadway, Suite 1350  
Denver, CO 80202  
Phone: 303-894-7800

- A Registered Psychotherapist is a psychotherapist listed in the State's database and is authorized by law to practice psychotherapy in Colorado, but is not licensed by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state.
- A Certified Addiction Counselor I (CAC I) must be a high school graduate or equivalent, complete required training hours and 1,000 hours of supervised experience.
- A Certified Addiction Counselor II (CAC II) must be a high school graduate or equivalent, complete the CAC I requirements, and obtain additional required training hours, 2,000 additional hours of supervised experience, and pass a national exam.
- A Certified Addiction Counselor III (CAC III) must have a bachelor's degree in behavioral health, complete CAC II requirements, and complete additional required training hours, 2,000 additional hours of supervised experience, and pass a national exam.
- **A Licensed Addiction Counselor must have a clinical master's degree, meet the CAC III requirements, and pass a national exam.**
- A Licensed Social Worker must hold a master's degree from a graduate school of social work and pass an examination in social work.
- A Licensed Clinical Social Worker must hold a master's or doctorate degree from a graduate school of social work, practiced as a social worker for at least two years, and pass an examination 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 Licensed Marriage and Family Therapist must hold a master's or doctoral degree in marriage and family counseling, have at least two years post-master's or one year post-doctoral practice, and pass an exam in marriage and family therapy.
- **A Licensed Professional Counselor 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 in professional counseling.**
- A Licensed Psychologist must hold a doctorate degree in psychology, have one year of post-doctoral supervision, and pass an examination in psychology.

1. 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 board that licenses, registers, or certifies the licensee, registrant or certificate holder.
2. 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 and the Notice of Privacy Rights you were provided, as well as other exceptions in Colorado and Federal law (42 CFR Part 2). For example, mental health professionals are required to report child or elder abuse to authorities and take appropriate action if harm to self or others is indicated. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

### 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 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.

My normal practice is that within the first 1-2 sessions, I will be able to offer you some initial impressions of what our work will include and an initial treatment plan, if you decide to continue. You should evaluate this information along with your own assessment of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you secure an appropriate consultation with another mental health professional.

If psychotherapy is initiated, I will usually schedule one fifty-minute session (one appointment hour of fifty minutes in duration) per week at a mutually agreed time, although sometimes sessions will be longer or more frequent. There is also the option of longer sessions on a case-by-case basis. Once this appointment hour is scheduled, you will be expected to pay for it unless you provide 24-hour advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances beyond your control. If it is possible, I will try to find another time to reschedule the appointment.

#### 2. Assessment services (if applicable)

My professional services also include a number of different types of assessment.

Evaluations have both benefits and risks. Risks sometimes include experiencing the same types of feelings as noted in the Psychotherapy section, as you may be asked to perform some tasks or answer some questions which are difficult (or even impossible) for you or to remember episodes or aspects of your life that are unpleasant for you. Like psychotherapy, evaluations require an active effort on your part. The benefit of these evaluations is that they often lead to a more

complete understanding of the nature of one's functioning, including one's strengths and weaknesses. It is the goal to be able to provide direction to you and those who might be working with you.

Usually, an assessment begins with an interview (of the client or the client's parents) that lasts 1 to 2 hours. At this time, background data is gathered, and the issues to be addressed in the evaluation are identified. Additional appointment times for the evaluation are set up, each lasting from 2 to 4 hours. Appointment times are also set up for feedback sessions to the client and/or his/her parents. A written report describing the evaluation, including the results and recommendations, is also provided as part of the evaluation. Because these evaluation appointment times are of significant length, once these appointments are scheduled you will be expected to pay my hourly fee of \$120 for each hour scheduled unless you provide 24 hours advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances which were beyond your control.

#### IV. FEES

My hourly fee is \$120 (unless otherwise agreed upon that a reduced rate is appropriate and available). In addition to appointments, it is my practice to charge this amount on a prorated basis for other professional services you may require such as report writing, telephone conversations which last longer than 10 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you request of me. In some circumstances, you may become involved in a litigation that may require my participation. Because of the complexity and difficulty of legal involvement, I charge \$250 per hour for preparation for and attendance at any legal proceeding.

#### V. CONTACTING ME

I am often not immediately available by telephone. While I am usually at work between 9 AM and 5 PM, I will not answer the phone when I am with a client. My business utilizes a Google VOIP number and Gmail account and I cannot guarantee the total confidentiality of your communication due to the limitations in technology. If you choose to leave a voicemail, be aware that all emails are retained in the logs of your and my internet service providers (ISP). While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the ISP. My voicemail is confidential in that only I have direct access to it. 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, emergency room at the nearest hospital, or local crisis counseling center.

#### 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; however, they can be misinterpreted and/or be upsetting due to the clinical nature in which they are written. 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. If you wish, I can prepare an appropriate summary of your records for you. Clients will be charged an appropriate fee for any preparation time that is required to comply with an information request.

#### 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 they determine the resolution of the issues requires my participation.

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 person with disabilities 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.

Adolescents engaged in therapeutic services over the age of consent (12 in Colorado) are entitled to the same confidentiality rights as adults. They have the ability to consent or refuse treatment and authorize or decline to have information released to caregivers (EG: Substance use, sexuality, etc.). In general, these issues are rare, but it is important for the therapeutic relationship that adolescents have a sense of security and control over the information that is shared during therapy.

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 circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or installment payment plan.

Once a fee has been set, payment is expected at the beginning 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 will be charged at the set hourly fee. No charge will be made for appointments missed due to emergencies. (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.)

When it is necessary for me to meet with other individuals to coordinate treatment planning or provide consultation, I will customarily bill for the time required to do this.

#### 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 reasonable assistance 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.** This includes instances in which your insurance declines or refuses to pay for services rendered or lapses in insurance coverage. 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, unless otherwise dictated by insurance agreements made between you, your insurance, and myself.

#### 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
- 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](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.

\*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. Social Media Policy

Friend Requests: I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

Business Review Sites: You may find my practice on sites such as Yelp, Healthgrades, Google, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. If you should find my listing on any of these sites, please know that my listing is **NOT** a request for a testimonial, rating, or endorsement from you as my client. Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it. If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like.

Location-Based Services (LBS): If you use location-based services on your mobile phone, you

may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location, however, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office. Please be aware of this risk if you are intentionally “checking in” from my office or if you have a passive LBS app enabled on your phone.

Email: I prefer using email to arrange or modify appointments only. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my internet service providers (ISP). While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the ISP. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.

**XI. 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 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,” which will be provided at your initial session.

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.

And 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.

**Consent for Treatment (Check one)**

I \_\_\_\_\_ voluntarily consent to mental health and/or consultative services with Scott Banks, MA, LPC, LAC of Scott Banks Counseling, LLC.

I \_\_\_\_\_ (Legal Guardian) voluntarily consent to mental health and/or consultative services for my **minor child**, \_\_\_\_\_ with Scott Banks, MA, LPC, LAC of Scott Banks Counseling, 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  
Scott Banks, MA, LPC, LAC

\_\_\_\_\_  
Date