

Anne Marie Shopp LMFT, CACII  
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## **Disclosure Statement and Consent for Services**

### **Therapist Information**

I am a Licensed Marriage and Family Therapist (License# 97) and a Certified Addiction Counselor ( License #). I received my Masters in Family Art Therapy from Notre Dame DeMure in 1987 and a BA in Psychology. I have extensive experience and training as a therapist. You may review my web site for additional information regarding my history of work and education. I use a variety of modalities in the counseling work such as art therapy, Brainspotting and CBT and interpersonal processing. Art therapy is a practice of utilizing creativity within the counseling structure to support release of emotions, making new connections and otherwise healing through nonverbal means. Brainspotting is a technique that makes use of bilateral sounds.

The State requires listing of the requirements applicable to different types of mental health professionals: Psychologists must have a doctoral degree in psychology and at least one year post-doctoral supervision. Licensed Clinical Social Workers, Marriage and Family Therapists, and Professional Counselors must hold a master's degree and have two years post-master's supervision. A Licensed Social Worker must hold a master's degree. "Candidates" in all of the above fields must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. Certified Addiction Counselors I (CAC I) must have a high school degree and completed required training hours and 1000 hours of supervised experience. A CAC II must complete additional required training hours and 2000 hours of supervised experience. A CAC III must have a bachelor's degree in behavioral health and complete additional required training hours and 2000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. Registered Psychotherapists are not licensed or certified but they are listed with the State Board of Registered Psychotherapists. No degree, training or experience is required of them.

### **Treatment Information**

- **Services Provided.** Services provided by Anne Marie Shopp, LMFT CACII include therapeutic assessments, counseling, psychotherapy, crisis intervention, and client education. No service will be provided without your consent. Counseling, psychotherapy and crisis intervention services are not required, unless mandated by state or federal courts. You are free to limit or end treatment at any time. If you speak with your provider in advance, they can give you appropriate referrals, but you are under no obligation to do so.
- **Service Orientation and Approach.** The approach of Anne Marie Shopp, LMFT CAC II is to primarily focus on symptom reduction with interpersonal psychotherapy and counseling to address specific problems. A focus on CBT , Interpersonal processing, Art Therapy and Brainspotting are utilized. Therapy and counseling services are intensive and can result in significant stress as you will be asked to change your behavior. Your provider will provide information, recommendations and a therapeutic environment intended to give clients meaningful choices and the healing process is a collaborative effort.

You may request treatment information at any time.

- Client Rights. You are entitled to receive information about the methods of therapy, the techniques used, the duration of therapy, if known, and the fee. You may seek a second opinion from another therapist/psychologist or terminate therapy at any time. In a professional therapy relationship, sexual intimacy is never appropriate and is illegal in Colorado. It should be reported to the appropriate Grievance Board.

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Section of the Division of Registrations. Department of Regulatory Agencies, 1560 Broadway, Suite 1350 Denver, CO 80202, (303) 894-7800.

- Risk of Life Changes. Therapy, counseling, crisis intervention, consultation and education services may have a profound impact. The work can be very intensive and as a result, stressful. Your provider will always give you the option to proceed slowly or at a more rapid pace. In most cases, there is improvement without unexpected problems. However, it is possible that there may be no change, problems or a disruptive change. For example, couples in conflict may decide to divorce. Children may become resistant to changes that you are making in your approach to parenting. Unexpected changes or results sometimes occur and cannot be predicted.

- Time Parameters. Individual mental health services are 50- 60 minute appointments one or two times a week or can be every other week depending on the severity of the problem. Duration of treatment will vary from client to client. You have the right to discuss treatment length with your provider.

- Emergencies. This practice is not a 24-hour crisis intervention agency. If you are unable to reach a provider and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for assistance regarding a mental health emergency. You may also reach out to 844-493-8255 in the event of an emergency for 24-hour mental health support. Voicemail or email is not an appropriate method to communicate emergency information. Calls are usually able to return calls/emails within the same business day. However, in the case of a life-threatening crisis; you should go to the nearest emergency room or call 911.

- Cancellations. When a session is scheduled with you, other busy folks are turned away from that appointment slot. When scheduling an appointment, it is expected that appointment will be kept. I have an "As Much Notice as Possible" cancellation policy. If an appointment needs to be canceled it is recommended to give as much notice as is possible so that appointment slot can be offered to other clients. If you need to cancel an appointment with less than 24 hours' notice, then you will still be responsible for the payment of that session.

- Electronic Transmissions. I cannot ensure confidentiality when a message is sent via email or phone (texts and voicemails) as it transmits through a non-encrypted system especially if others (family, boss, Internet/phone server, etc.) can access your phone and computer or are nearby when you talk on the phone or use the computer. I sometimes schedule, bill, check in, and send educational information by these means. If you do not want such communication, please initial the sentences below and let me know how I can communicate with you. Also, please let me know if there are any of your phone numbers or e-mail addresses where you do not want messages left. If you have contacted me by e-mail and left phone numbers for return calls, I will presume consent to such contact.

Electronic Records. I understand that my Protected Health Information (PHI) will be stored electronically on HIPPA compliant servers operated by Therapy Appointment. And claims for insurance payments will also be submitted through Office Ally or as directed by your insurance company or EAP.

- Legal Issues. Anne Marie Shopp, LMFT, CACII will not provide legal advice or forensic services as part of treatment. Your provider may bring up issues for you to consider, but recommend you seek legal opinions. Without mutual agreement, and a contract for services, your provider generally will not provide assessments or recommendations in support of legal actions such as child custody, competency evaluations, lawsuits or criminal charges. Please notify your provider

immediately if you are involved or may become involved in a legal or criminal matter.

### **Fees and Payment Policy**

The fee for service generally covers a 50 or 60 minute session and will be agreed upon in the first treatment session. If requested your insurance can be billed electronically and any payment or co-payment is expected the date of services. Cost of living increases may occur on an annual basis. Telephone calls may be charged at the same rate as personal consultation plus any telephone company charges. There is a \$30 fee for all returned checks that will be added to your total due in the event of a bounced check. If you fail to pay your bill within 60 days, Anne Marie Shopp, LMFT, CAC II will be forced to contact a collection agency to incur the amount due.

Payment methods include check made out to Anne Marie Shopp or cash or credit card including HAS and FSA.

### **Confidentiality**

Confidentiality is fully a legal protection and assurance of your right to privacy allowable by Federal and Colorado State statutes. Psychotherapy, counseling, assessment and associated services that are related to diagnosis, evaluation and treatment services provided by myself are confidential and protected in accordance with state law pertaining to my license as a professional counselor. This means that the client has legal rights and the therapist must take effective steps to keep the client's records and treatment relationship private. Confidentiality does not apply if you are not our client. Confidentiality does not apply until you are told that you are a client or patient.

#### ● Limits of Confidentiality.

State law and professional ethics require therapists to maintain confidentiality in all cases except for the following situations:

1. If there is suspected child abuse, elder abuse, or dependent adult abuse. Each provider is a mandated reporter, which means that they are under obligation to report any suspected abuse. Once such a report is filed, the provider may be required to provide additional information.
2. In a situation in which serious threat to a reasonably well-identified victim is communicated to the therapist, the provider is required to act. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient.
3. When threat to injure or kill oneself is communicated to the therapist. If the provider believes that a patient presents a clear and substantial risk of imminent, serious harm to him/her self, he/she may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
4. If you are required to sign a release of confidential information by your medical insurance. Other disclosures required by health insurers or to collect overdue fees are discussed elsewhere here.
5. Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the therapist from others involved in your treatment.
6. From time to time your provider may find it necessary or helpful to consult with other professionals about their work with you. I believe in using a team approach when necessary but will not provide your name to people we consult with, unless you have signed a release of information form. Regardless, consulted parties will be bound by the same laws and ethical

standards as Anne Maire Shopp LMFT, CACII in terms of confidentiality.

7. a) Clients under 18 do not have full confidentiality from their parents.

7. b) Notwithstanding any other provision of law, a minor who is fifteen years of age or older, whether with or without the consent of a parent or legal guardian, may consent to receive mental health services to be rendered by a facility or by a professional person or mental health professional licensed pursuant to part 3, 4, 5, 6, or 8 of article 43 of title 12, C.R.S., in any practice setting. Such consent shall not be subject to disaffirmance because of minority. The professional person or licensed mental health professional rendering mental health services to a minor may, with or without the consent of the minor, advise the parent or legal guardian of the minor of the services given or needed.

8. All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances.

9. Cell phones, portable phones, faxes, and e-mails are used on some occasions. All electronic communication compromises your confidentiality.

10. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-client privilege law. Anne Marie Shopp, LMFT, CAII cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

11. If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.

12. If a patient files a complaint or lawsuit against Anne Marie Shopp, LMFT, CACII, I may disclose relevant information regarding that client in order to defend myself.

13. If a client files a worker's compensation claim, he/she automatically authorizes us to release any information relevant to that claim.

## Acknowledgments

By initialing below I acknowledge that I have discussed my fee structure and treatment with my provider and I understand my client responsibility with timely payments.

\_\_\_\_\_

By initialing below I acknowledge that I have read and understand the information contained in the documents regarding electronic communication and have indicated my preferences below for email communication.

\_\_\_\_\_

By initialing I acknowledge that I have read the preceding information and your HIPAA Notice of Privacy Practices (or been told them verbally if I cannot read), and I understand my rights as a client (or as the client's responsible party such as parent or guardian.) I understand that I may receive treatment even if I do not consent to transmission of PHI by unsecured means, and that if I consent to such transmission, I may terminate consent at any time.

\_\_\_\_\_

I have been given a brief overview of the Services Agreement by my therapist and was also given an opportunity to ask questions. An overview of my rights and responsibilities were provided to me verbally as well. A copy of the services agreement has been provided to me should I have any questions in the future.

\_\_\_\_\_  
Signature of Client (or Guardian/Parent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Therapist

\_\_\_\_\_  
Date

**Contact Information**

I authorize messages to be left at:

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

I would like to receive reminder notifications via:

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Text: \_\_\_\_\_

In the event of an emergency, I authorize Anne Marie Shopp LMFT CAC II to contact:

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

**- Protected Health Information -  
Your Information. Your Rights.  
Our Responsibilities.**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review it carefully

**When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you. Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We 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. Ask us to correct your medical record
- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.
- For a confidential information request you can ask us 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.
- You can ask us not to use or share certain health information for treatment, payment, or our 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 us 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. Get a list of those with whom we’ve shared information
- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We 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). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- 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.
- 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.
- You can complain if you feel we have violated your rights by contacting us
- 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.

**For certain health information, you can tell us 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. In these cases, you have both the right and choice to tell us to:**

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

- Contact you for fundraising efforts

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

**In these cases we never share your information unless you give us written permission:**

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

**In the case of fundraising:**

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

**How do we typically use or share your health information? We typically use or share your health information in the following ways.**

- We can use your health information and share it with other professionals who are treating you. Example: A doctor treating you for an injury asks another doctor about your overall health condition.
- We can use and share your health information to run our practice, improve your care, and contact you when necessary. Example: We use health information about you to manage your treatment and services.
- We can use and share your health information to bill and get payment from health plans or other entities. Example: We give information about you to your health insurance plan so it will pay for your services.

**How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).**

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone’s health or safety
- We can use or share your information for health research.
- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.
- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
- We can use or share health information about you:
  - For workers’ compensation claims
  - For law enforcement purposes or with a law enforcement official
  - With health oversight agencies for activities authorized by law
  - For special government functions such as military, national security, and presidential protective services
- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

**Our responsibilities**

We are required by law to maintain the privacy and security of your protected health information.

- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time.



Let us know in writing if you change your mind. For more information see:  
[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

#### Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

# Surprise/Balance Billing Disclosure Form

## 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.