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Mandatory Disclosure Statement:

Daniel J. Lebsack MA, LPC #14643 attended University of Nevada, Reno for BA in General Studies, Dallas Theological Seminary for Masters in Biblical Counseling, attained LPC with all the necessary supervision hours for independent practice.

REGULATION OF PSYCHOTHERAPISTS

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. The regulatory boards can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, (303) 894-7800. The regulatory requirements for mental health professionals provide that a Licensed Clinical Social Worker, a Licensed Marriage and Family therapist, and a Licensed Professional Counselor must hold a masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctorial supervision. A Licensed Social Worker must hold a master's degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a bachelor's degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. A Registered Psychotherapist is 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.

CLIENT RIGHTS AND IMPORTANT INFORMATION

- a. You are entitled to receive information from me about my methods of therapy, the techniques I use, and the duration of your therapy, and my fee. Please ask if you would like to receive this information.

- b. You can seek a second opinion from another therapist or terminate therapy at any time.
- c. 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 Board that licenses, certifies or registers the therapist.
- d. Generally speaking, information provided by and to a client in a professional relationship with a psychotherapist is legally confidential, and the therapist cannot disclose the information without the client's consent. There are several exceptions to confidentiality which include: (1) I am required to report any suspected incident of **elder, Intellectual & Developmental Disabilities, and child abuse or neglect** to law enforcement; (2) I am required to report any threat of imminent physical harm by a client to law enforcement and to the person(s) threatened; (3) I am required to initiate a mental health evaluation of a client who is imminently dangerous to self or to others, or who is gravely disabled, as a result of a mental disorder; (4) I am required to report any suspected threat to national security to federal officials;
(5) **I am required by HB 14-1271 to report any threats against locations such as churches, schools, theaters, workplaces, etc to law enforcement**, and (6) I may be required by Court Order to disclose treatment information.
- e. When I am concerned about a client's safety, it is my policy to request a Welfare Check through local law enforcement. In doing so, I may disclose to law enforcement officers information related to my concerns. By signing this Disclosure Statement and agreeing to treat with me, you consent to this practice, if it should become necessary.
- f. Under Colorado law, C.R.S. § 14-10-123.8, parents have the right to access mental health treatment information concerning their minor children, unless the court has restricted access to such information. If you request treatment information from me, I may provide you with a treatment summary, in compliance with Colorado law and HIPAA Standards.
- g. As required by **HB17-1011** I am informing you that your client records will be destroyed 7 years after the termination of psychotherapy as pursuant to DORA Rules and the Colorado Mental Health Practice Act. **Colorado law, CRS 12-43-218, allows confidentiality to be breached if a mental health professional believes a client is a potential school shooter.**

DISCLOSURE REGARDING DIVORCE AND CUSTODY LITIGATION

If you are involved in divorce or custody litigation, my role as a therapist is not to make recommendations to the court concerning custody or parenting issues. By signing this Disclosure Statement, you agree not to subpoena me to court for testimony or for disclosure of treatment information in such litigation; and you agree not to request that I write any reports to the court or to your attorney, making recommendations concerning custody. The court can appoint professionals, who have no prior relationship with family members, to conduct an investigation

or evaluation and to make recommendations to the court concerning parental responsibilities or parenting time in the best interests of the family's children.

USES AND DISCLOSURES OF PROTECTED INFORMATION

A. General Uses and Disclosures Not Requiring the Client's Consent. The provider will use and disclose protected health information in following ways.

1. *Treatment.* Treatment refers to the provision, coordination, or management of health care (including mental health care) and related services by one or more health care providers. For example, the provider will use your information to plan your course of treatment. As to other examples, the provider may consult with professional colleagues or ask professional colleagues to cover calls of the practices or the provider and will provide the information necessary to complete those tasks.
2. *Payment.* Payment refers to the activities undertaken by a health care provider (including a mental health provider) to obtain or provide reimbursement for the provision of health care. The provider will use your information to develop accounts receivable information, bill you, and with your consent, provide information to your insurance company or other third party payer for services provided. The information provided to insurers and other third party payers may include information that identifies you, as well as your diagnosis, type of services, provider name/identifier, and other information about your condition and treatment.
3. *Health Care Operations.* Health Care Operations refer to activities undertaken by the provider that are regular functions of management and administrative activities of the practice. For example, the provider may use or disclose your health information in the monitoring of service quality, staff evaluation, and obtaining legal services.
4. *Contacting the Client.* The provider may contact you to remind you of appointments and to tell you about treatments or other services that might be of benefit to you.
5. *Crimes on the premises or observed by the provider.* Crimes that are observed by the provider or the provider's staff, crimes that are directed towards the provider or the provider's staff, or crimes that occur on the premises will be reported to law enforcement.
6. *Business Associates.* Some of the functions of the provider 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. 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.

7. *Involuntary Clients.* Information regarding clients who are being treated involuntarily, pursuant to law, will be shared with other treatment providers, legal entities, third party payers and others, as necessary to provide the care and management coordination needed.

8. *Family Members.* Except for certain minors, incompetent clients, or involuntary clients, protected health information cannot be provided to family members without the client's consent. In situations where family members are present during a discussion with the client, and it can be reasonably inferred from the circumstances that the client does not object, information may be disclosed in the course of that discussion. However, if the client objects, protected health information will not be disclosed.

9. *Emergencies.* In life threatening emergencies the provider will disclose information necessary to avoid serious harm or death.

Copy of this Notice. You have a right to obtain another copy of this Notice upon request.

III. Fees and Payments

A. **Fee Rate:** The charge for each therapy meeting will be at the rate of \$150 per 60 minute follow up session and \$200 for each intake session or at the rate agreed upon by your health insurance company if this provider is in network with your carrier. Additional fees will be arranged if you should require me to spend an unusual amount of time on auxiliary services such as consultation with other professionals, preparation for testimony or telephone calls over five minutes. These services will be charged at the standard rate. For sessions conducted anywhere other than the office, travel time plus expenses will be charged at the standard fee.

B. **Payment Method:** Payment is requested at the time of services unless we agree otherwise or unless you have insurance coverage which requires another arrangement. In these situations, co-payments and non-allowable charges are requested at the time of service. Payment may be made by check, cash, or credit card.

C. **Past Due Accounts:** Processing past due accounts is expensive (supply costs, postage, bookkeeping services, etc.) **A \$25 re-billing charge** will be added to all accounts with overdue balances (unpaid charges older than 60 days) unless other arrangements have been made. All overdue accounts (**unpaid after 90 days**) will be submitted to a collection agency. If such action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due.

Cancellation Policy: If an appointment is cancelled or missed without 24 hours' notice, you will be billed \$50 for the session, except in extreme emergencies. The missed appointment cannot be billed to your insurance as that is considered insurance fraud.

Surprise/Balance Billing Disclosure Form

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.

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.

I have read the preceding information, and it has been presented to me verbally. I understand the disclosures that have been made to me. I also acknowledge that I have received a copy of this Disclosure Statement.

Patient/s Signature (Parent or Guardian for a Minor)

Date

Patient/s PRINTED NAME (Parent or Guardian for a Minor)

Daniel Lebsack MA, LPC

Date