

Consent, Disclosure, & Policies Form

Welcome to Central Colorado Counseling PLLC. We are required by the State of Colorado and the Department of Regulatory Agencies to share the following information with you to help establish the understanding and trust essential to a therapeutic relationship. Please provide the requested information and read these documents carefully, as they contain important information about our practice, policies, and how your mental health information can be used and disclosed. Please note any questions or concerns that you have—you may discuss these with your therapist at any time. After you sign the enclosed documents, they will constitute a binding agreement between you, your primary therapist, and Central Colorado Counseling PLLC (hereafter referred to as “CCC”).

INFORMED CONSENT FOR PSYCHOTHERAPY

As a collaborative process, therapy requires your very active effort, honesty, and openness in order to achieve desired changes. The process of engaging in therapy can result in your experiencing considerable emotional discomfort. Your therapist may challenge your perceptions or propose ways of handling situations that can cause you to feel some distress. Attempting to resolve therapeutic issues may result in changes that were not originally intended. Therapy may also result in decisions that may be positive for one family member, but could be viewed negatively by another. Change will sometimes be easy and swift; other times it will be slow and even frustrating. There is no guarantee that therapy will yield the intended results. At all times, it is your decision whether to pursue the suggestions made by your therapist. It is always your responsibility, not your therapist's, to make decisions regarding relationships such as cohabitation, marriage, divorce, separation, reconciliation, custody, etc.

You are entitled by law to receive information about the methods of therapy, the techniques used, the duration of therapy, if known, and the fee structure. During the course of therapy, your therapist is likely to draw on various therapeutic approaches according, in part, to the problem that is being treated and the therapist's assessment of what will best benefit you. Within a reasonable period of time after the initiation of treatment, your therapist will be able to offer you some impressions of what your therapy will include. You should also make your

own assessment about whether you feel comfortable working with your therapist. If you have any questions about the process of therapy, please let your therapist know directly.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

The most common reason for ending therapy is that a client's concerns have been addressed. You are entitled to end therapy or seek a second opinion from another therapist at any time. Most clients find it helpful to have one or two sessions to bring closure to therapy and discuss the therapeutic process. These sessions can help prevent future problems. Therapy can also end when your challenges lie beyond the limits of your therapist's ability to help. If this becomes apparent to your therapist at any point, your therapist is legally required to refer, terminate, or consult, and will discuss this with you, offer you appropriate referrals, and end treatment.

MANDATORY DISCLOSURE STATEMENT

Daniel Lebsack: Degrees: Dallas Theological Seminary, M.A. in Biblical Counseling, 2016; University of Nevada, Reno, B.A. General Studies/Computer Information Systems, 2001. Licenses: Licensed Professional Counselor, Colorado, LPC 14643 and Texas, LPC 76462.

REGULATION OF PSYCHOTHERAPISTS IN COLORADO: The Colorado Department of Regulatory Agencies (DORA), Division of Professions and Occupations ("DOPO") has the general responsibility of regulating the practice of licensed psychologists, licensed clinical social workers, licensed professional counselors, licensed marriage and family therapists, certified school psychologists, and unlicensed individuals who practice psychotherapy.

The agency within DORA that has responsibility specifically is the Mental Health Section, 1560 Broadway, Suite #1350, Denver, CO 80202, (303) 894-7800; DORA MentalHealthBoard@state.co.us. Licensing (requires minimum education, experience, and examination qualifications), *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.

Client Name (Printed): _____

Client Signature: _____

Date: _____

PRACTICE POLICIES

PAYMENT AND FEES:

You are expected to pay the full fee due at each session, unless other arrangements have been made. All payments should be made directly to Central Colorado Counseling PLLC. Credit Card information collected when you scheduled your first appointment may be used to collect payment after your session, or in the event of a late cancellation/no-show. Counseling sessions are billed at \$110 per 50 minute session.

Acceptable forms of payment are cash, check, or any major debit/credit card. If your check bounces, you will be charged an additional \$10 to cover bank fees. Please notify your counselor if any problem arises regarding your ability to make payments. **Any court/legal appearances will be billed at \$300 per hour, which includes but is not limited to:** testimony related matters like case research, report writing, travel, depositions, testimony, cross examination time, and courtroom waiting time.

CANCELLATION AND NO-SHOWS:

Since your appointments involve the reservation of time specifically for you, and out of respect for your therapist, a minimum of 24 hours' notice is required for rescheduling or canceling an appointment, excluding emergency situations.

Anytime you fail to attend a scheduled appointment without giving any notice of cancellation, you will be charged the full fee amount of your session. The first session that is missed by cancelling within the 24-hour window will be charged a \$50 fee. After that, a full fee will be charged for each cancellation within the 24-hour window.

INSURANCE:

Currently, we do not bill or interact with insurance companies directly. At

your request, your therapist will provide you with a statement that you can then submit to your insurance company for reimbursement. Not all therapeutic issues are reimbursable; it is your responsibility to verify the specifics of your coverage. Insurance companies normally do not reimburse for missed appointments or late cancellation fees.

PHONE CONTACT:

If you need to contact CCC between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that face-to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

TEXTING/MESSAGING POLICY:

I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. If you have information that you need to communicate to your therapist, please call your therapist directly.

EMAIL POLICY:

Please use discretion in deciding whether to communicate with your therapist via email. CCC cannot be held responsible for any information lost in transit or viewed by a third party. Email should *only* be used for brief, general questions (e.g., questions regarding billing or advance scheduling of appointments). Hence, therapeutic issues, emergencies, and sensitive personal information should all be communicated to your therapist only over the telephone or in person. Although confidentiality cannot be guaranteed when using email communications, confidentiality will extend to information obtained through email communication.

SOCIAL MEDIA POLICY:

Please do not request your therapist and/or CCC to “follow” or “friend” you etc. via any social media. Any such request will be denied in order to maintain professional boundaries. Engaging in this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. Although CCC may have a business Facebook Page, Blog, or

other business social media accounts, there is no requirement that you “like” or “follow” CCC on social media. If you choose to “like”, “follow”, or post comments on CCC’s social media accounts/blog, there is the chance that others will see your name associated with CCC. Any comments you post regarding therapeutic work between you and your therapist will be deleted as soon as possible after CCC becomes aware of such posts. By signing this form, you agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform. You agree that will not use social media to communicate any therapeutic comments and/or questions to CCC therapists.

EMERGENCIES:

Central Colorado Counseling does not provide emergency care or crisis services. Our therapists are often not immediately available by telephone. They do, however, check periodically for telephone messages. *If you need to talk to someone immediately and are having an emergency, call 911 or go to your nearest hospital emergency room.* You are solely responsible for all costs arising from such care.

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.

ELECTRONIC RECORDS:

Central Colorado Counseling may keep and store records for each client electronically on CCC’s computers and some mobile devices. In order to maintain security, Central Colorado Counseling employs the use of passwords and encryption methods to protect computers from unauthorized access. In addition, Central Colorado Counseling may also use electronic backup or storing systems either by using external hard drives, thumb drives or similar methods. The records system CCC uses is simplepractice.com. This is to help prevent the loss or damage of records. CCC maintains the security of these backup devices through HIPAA compliant encryption and passwords.

MAINTENANCE OF CLIENT RECORD:

As a client, you may request a copy of your Client Record at any time. In accordance with the Rules and Regulations outlined by DORA, CCC will maintain your client record (consisting of disclosure statement, contact information, reasons for therapy, notes, etc.) for a period of seven (7) years after the termination of therapy or the date of our last contact, whichever is later. CCC cannot guarantee a copy of your Client Record will exist after this seven-year period.

CONFIDENTIALITY

Generally speaking, the information provided by and to a client during therapy sessions is legally confidential if the therapist is a certified school psychologist, a licensed social worker, a licensed marriage and family therapist, a licensed professional counselor, a licensed psychologist, or a registered psychotherapist. If the information is legally confidential, the therapist cannot be forced to disclose the information without the client's consent. Information disclosed to a licensed marriage and family therapist, a licensed social worker, a licensed professional counselor, a licensed psychologist, a registered psychotherapist, or a certified/licensed addition counselor is privileged communication and cannot be disclosed in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates.

Exceptions to this general rule of confidentiality are in C.R.S. §12-43-218.

Such situations in which the law requires disclosure include, but are not limited to the following:

- 1 Your therapist is required to report any suspected incident of child abuse or neglect to law enforcement and/or the appropriate agency.
- 2 Your therapist is required to report any suspected abuse or exploitation of an at-risk elder or the imminent risk of abuse or exploitation.
- 3 Your therapist is required to report any threat of imminent physical harm by a client, including the harm to a child, to law enforcement and to the person(s) threatened.
- 4 Your therapist is required to initiate a mental health evaluation of a client who is imminently dangerous to self or others, including the harm of a child, or who is gravely disabled as a result of a mental disorder.
- 5 Your therapist is required to report if he/she determines you are a danger to yourself or others, including those identifiable by their association with a specific location or entity.
- 6 Your therapist is required to report any suspected threat to national security to federal officials.

- 7 Disclosure may be required pursuant to Court Orders. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the therapy records and/or testimony by your therapist.
- 8 Disclosure may be required during the course of supervision or consultation, the investigation of a complaint or civil suit filed against your therapist or CCC, or if otherwise ordered by a court of competent jurisdiction.
- 9 Your therapist will advise you of other situations where the law requires disclosure, should the situation arise. Provisions concerning disclosure of confidential communications do not apply to any delinquency or criminal proceedings, except as provided in C.R.S. §13-90-107

You should also be aware of the following additional Confidentiality Policies of Central Colorado Counseling PLLC:

- **Consultation:** In order to provide the best possible therapy treatment, your therapist consults on occasion with other professionals, such as an attorney or supervisor, concerning his/her clients. In addition, the therapist may consult with each other. The same confidentiality laws listed above bind all professionals with whom your therapist consults. The minimum amount of information necessary to consult will be disclosed. Signing this form gives your therapist permission to consult as needed to provide professional services to you.
- **In couples & family therapy, when different people are seen individually,** your therapist will use his/her clinical judgment when revealing information disclosed in individual sessions.
- **In accordance with Colorado Law (C.R.S. § 14-10-123.8), if therapy is provided for a minor child/children,** parents or other guardians, who have been allocated parental responsibilities, shall not be denied the right to mental health treatment information concerning their minor children, unless the courts have restricted access to such information, or unless otherwise restricted by the rules and regulations of the state of Colorado. If you request treatment information from CCC, your therapist may provide you with a treatment summary, in compliance with Colorado law and HIPAA standards.
- If you see someone you know in the waiting room, please respect their confidentiality.
- Considering all of the above exclusions, upon your written request Central Colorado Counseling will release information to any agency/person you specify unless your therapist and/or CCC concludes that releasing such information might be harmful. Records will only be released to outside parties when CCC is authorized to do so, in writing, by every member of the couple/family in treatment legally able to execute a waiver.

- This form is compliant with HIPAA regulations and no medical or therapeutic information or other information related to your privacy, will be released without permission unless mandated by Colorado law as described in this form and the “Notice of Privacy Policies and Practices and Compliance with HIPAA Regarding Confidentiality of Client Records and Dissemination of Information.” Consistent with HIPAA guidelines authorization for release and consent for treatment will be automatically revoked one year after the signing date. **You acknowledge that you have received Central Colorado Counseling’s Notice of Privacy Policies and Practices and Compliance with HIPAA Regarding Confidentiality of Client Records and Dissemination of Information.**

Client Initials: _____

By signing this form, you hereby consent and authorize CCC to communicate your protected health information through the following non-secure transmissions: (1) Cellular/Mobile Phone (this includes SMS); (2) Unsecured Email as listed on CCC’s New Client Information Form (this will allow CCC to send you appointment reminders and/or homework assignments). Should you communicate by the methods listed above, i.e. telephone, email, text or any other electronic method of communication, confidentiality extends to those communications. However, CCC cannot guarantee that those communications will remain confidential. Even though CCC may utilize state of the art encryption methods, firewalls, and back-up systems to help secure our communication, there is a risk that our electronic or telephone communications may be compromised, unsecured, and/or accessed by an unintended third-party. By signing this form, you acknowledge your understanding that CCC may use and disclose the following protected health information without your written authorization: (a) Information related to scheduling; (b) Information related to billing and payments; (c) Information related to your mental health treatment (this may contain personal materials, forms, suggested articles, homework, etc.); (d) Information related to CCC’s operations.

Client Name (Printed): _____

Client Signature: _____

Date: _____

My signature below affirms my informed and voluntary consent to enter therapy (and/or have my child/children enter therapy), and that I have read and understand the preceding information, including the office policies and

procedures and the nature of confidentiality in therapy. I affirm that the information provided on the New Client Information Form is true and accurate. I have had an opportunity to ask questions and have had my questions answered satisfactorily. I affirm that prior to becoming a client of Central Colorado Counseling, I was given sufficient information to understand the nature of therapy, including the possible risks and benefits. I understand that I have full access to this form online at centralcoloradocounseling.com. I acknowledge that if I wish to have a copy of the signed document, I may request one in writing at any time. I understand that I can ask questions and raise concerns about the treatment at any time and that I may terminate therapy at any time by providing written notice to Central Colorado Counseling. Therapy shall be terminated upon receipt of my written notice.

Client Name (Printed): _____

Client Signature: _____

Date: _____