

LeBauer

COUNSELING

Matthew LeBauer, LCSW
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CO License: CSW 1518

I am here to collaborate with you, to empower you, and to facilitate your work to overcome the distress that brings you in so you can live the fulfilling life you want. Here is some important information about our work together to foster your progress. I practice talk psychotherapy based in a psychodynamic approach informed by conflict resolution, attachment and systems theories, and communication skills training.

Disclosure Statement, Informed Consent, Privacy Policies

Service Provider: Matthew LeBauer – *Licensed Clinical Social Worker* – Colorado License: CSW 1518

Education & Degrees: Master of Social Work, New York University, 2007
Bachelor of Arts, Spanish & Latin American Studies, Duke University, 2002

Department of Regulatory Agencies (DORA):

The practice of psychotherapy is regulated by the Colorado State Department of Regulatory Agencies (DORA). DORA can be found online at www.dora.state.co.us. You can contact DORA with questions or concerns at the following address and phone number: 1560 Broadway, Suite 1350, Denver, CO 80202. Tel: 303.894.7766

As to the regulatory requirements applicable to mental health professionals: 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-doctoral supervision. A Licensed Social Worker must hold a masters 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 1,000 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 bachelors 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 masters degree and meet the CAC III requirements. A Registered Psychotherapist is registered with the State Board of Registered Psychotherapists, is not licensed or certified, and no degree, training or experience is required.

Client Rights:

You are entitled to information regarding my fees, methods of treatment, and the likely duration of treatment (if known). You have the right to obtain a second opinion from another therapist, and can terminate treatment at any time. I welcome and encourage any questions or concerns you have.

Confidentiality:

Generally speaking, information disclosed to and by you during treatment is confidential and cannot be released without your written consent. Nor can this information be disclosed in any court of competent jurisdiction in the State of Colorado without your written consent. There are some legal **exceptions** including threats of physical violence to self or others, specific locations or entities, or suspicion of domestic violence, child or elder abuse or neglect. The Colorado Revised Statute 12-43-1218 provides a list of exceptions to confidentiality. Provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in C.R.S. 13-90-107. If a legal exception arises during therapy, if feasible, you will be informed accordingly. To promote treatment progress, psychotherapists regularly participate in professional consultation. Consistent with your rights, these consultations are conducted with highest regard to your confidentiality.

Initials: _____

Social Networking & Dual Relationships:

Dual relationships are not allowed. Once we have a therapist-client relationship, we cannot have a social, acquaintance, friendship or business relationship. Sexual intimacy between a client and therapist is never appropriate and should be reported to the governing board immediately. I do not have relationships with clients through personal social media (e.g. Facebook, Twitter, Instagram) though clients may choose to ‘follow’ my professional online presence for resources and information.

Initials: _____

Communications:

Communications by phone, text or email and outside of my office will be treated as confidential though their confidentiality cannot be guaranteed. The content of phone calls and emails should not be construed as and is not a substitute for therapy. Communication outside of my office, by phone, email, text or other means should be used for non-therapeutic purposes only (unless otherwise stated below) such as for scheduling. Even in such a case, the confidentiality cannot be guaranteed. You are responsible for information included in communications from you outside my office.

Initials: _____

Fee Structure & Financial Agreement:

My fee as of February 21, 2017 is **\$175 per 50-minute session**. My rate is subject to change – I will give you advanced notice of any changes. My **sessions last 50 minutes**; I use the last ten minutes of the hour to take notes and prepare for my next client, including you. Please let me know if this concerns you. Sessions that last longer than 50 minutes will be pro-rated: \$210 per 60 minutes, \$315 for 90 minutes, etc. Payment is expected by the end of each session. I accept **cash, checks, credit cards, and Venmo (@Matt-LeBauer)**. I do not accept insurance of any kind. If you **have, are eligible for or might become eligible for Medicaid**, it is your responsibility to tell me. If you become eligible for Medicaid and do not inform me in writing, **you agree to pay any fees, penalties and reimbursements that may result**. I currently use **Square** to process credit card payments. Square’s user agreement indicates they may store and use some identifying information (PHI) such as your name and email address, as do many credit card processing services. **If you prefer to not use a credit card to pay, you may pay with cash or check.**

While occasional phone calls and emails are used for scheduling, **communication lasting more than 10 minutes will be pro-rated at my standard fee**. If you request a referral, summary, report, letter or professional consultation with an outside party (e.g. another therapist), you will be billed for any time necessary to prepare documentation, and to conduct an in-person or phone consultation. Fees for legal consultation/proceedings are different – see below. If I receive a communication from another therapist with a signed release at your request, I will bill for the consultation at our next appointment. I do not communicate with insurance companies or third parties for payments or reimbursements; this includes for medical leave, disability, etc. Currently, I see clients in my office Mondays through Fridays, 9:00 am – 6:00 pm (this may change without notice). An additional fee of **\$20/hour will be charged for sessions in office on other days**.

Checks that are returned will be assessed a **\$30.00 returned check fee** to cover bank costs. I do not carry outstanding balances. Delinquent accounts may be sent to collections. Trades, Barter and In-kind payments are not allowed. While the sentiment is appreciated, **favors and gifts are not allowed**.

You, the client, are responsible for updating any pertinent information in your file including contact information and preferences, medications, etc. If you request information from your file, I may provide what is clinically appropriate and therapeutic within my ethical obligation. Fees will be incurred for file review, preparation and any summaries/documentation provided. Clients in Couples or Relationship Counseling agree, as represented by their signatures below, that **information discussed in session or contained in clients’ file will not be used or accessed for court or legal proceedings including custody proceedings**.

If either party feels the client may be better served by another clinician, I will make an informed referral in collaboration with you. If I do not see you for a session for **60 calendar days**, your file will change to a ‘closed’ status (or what’s clinically and unfortunately called a ‘terminated’ status). **You are welcome to contact me to return** for treatment and your file will be ‘re-opened.’

Initials: _____

Late Arrivals/Cancelled/Missed Appointments:

An appointment means that specific time is **reserved for you**. Late arrivals cannot be offered extra time, as it is reserved for someone else. If you arrive late, you will be charged the full fee for the shortened session. If you must cancel an appointment, please do so **more than 24 hours in advance**. If an appointment is missed or cancelled with **less than 24 hours' notice**, you will be **billed the full amount** of the session to be paid by the end of the next session. Please notify me as soon as possible if you know you need to re-schedule or cancel. If a request is made to re-schedule, I will do my best to accommodate. If a re-schedule is not made the same week, the cancellation fee will apply, to be paid by the end of the next session.

Initials: _____

Credit Card Information for Missed Appointments:

Circle One: Visa/AmEx/MasterCard/Discover/Other: _____

Name on Card: _____

Card Number: _____

CVV Security Code on Back of Card: _____

Billing Address with Zip Code: _____ **Zip Code:** _____

Expiration Date: _____

I give permission to Matthew LeBauer, LCSW, LLC to charge my credit card the full fee amount for any appointments missed or cancelled with less than 24-hours' notice.

Signature: _____ **Date:** _____

Independent Practitioner:

As an independent practitioner, I am not legally or professionally affiliated with any other mental health professional or business. While my colleagues and I in this office share space, we do not operate as partners, as a group practice nor share treatment responsibilities.

Legal Proceedings & Court Involvement:

My goal is to support you in achieving therapy goals, not to address legal issues. Therapy is about freedom from judgment; the legal system depends on judgment. **It is not within my scope of practice or the scope of our agreement to provide evaluations, depositions or expert testimony.** If you become involved in a legal dispute, including divorce and custody, I can support you emotionally through therapy and I will not be involved in the legal process. Therapy is not an appropriate method to obtain evaluative results. If you need a formal psychological evaluation or expert testimony, I will be happy to assist you to find providers who offer this service. By signing below, you release me from any role in legal proceedings.

If you enter into therapy with me, **you agree not to initiate any subpoena processes directed at me, my business, or my records. You agree not to attempt to involve me in any legal proceedings, and agree not to attempt to obtain records of treatment for any such proceedings.**

Additionally, if I agree or I am ultimately required to participate in any legal proceedings or consultation (professional consultation and/or expert testimony, either by deposition or at trial), that is related in any way to my providing therapy services to you, a **non-refundable retainer fee of \$4,500.00** for services and expenses will be due and payable by you before I commence any work, and a minimum of two weeks prior to any scheduled legal proceeding, legal consultation with attorney, or court appearance. This retainer fee will be applied to the first 10 hours of work pertaining to your legal proceeding, but will not be applied towards therapy sessions. I may require and you agree to promptly provide an additional retainer after the first 10 hours of work pertaining to your legal proceeding is performed. You agree to pay all fees (at a **rate of \$450.00 per hour**) in full incurred for services &

activities including, but not limited to legal consultation, professional consultation, supervision, file review, preparation, travel, writing, delay, testimony (at deposition or trial), and follow-up. If an attorney contacts me on your behalf, that will be understood to be a formal request for involvement and fees will be applied and billed. You also agree to pay for any reasonable costs incurred relating to any such required legal proceeding participation. In the event of a settlement or cancellation of the trial/hearing/deposition/consult with less than 24 hours' notice, fees apply for those hours originally set aside for such. By signing below, you agree that should I elect or be required in the future to provide expert consultation and/or expert testimony, you will timely pay for all services provided within 8 days of receipt of my invoice.

If any provision of this Agreement shall be or become invalid under any provision of federal, state or local law, or by a court of competent jurisdiction, such invalidity shall have no effect on the validity or enforceability of the remaining provisions of this Agreement, and they shall continue in full force and effect. This Agreement describes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, representations or understandings, written or oral. This Agreement may not be amended, changed or modified except in a writing signed by both parties hereto.

Initials: _____

Duration of Treatment:

The length of your treatment will depend on a number of factors such as the intensity of your distress, the duration of your concerns, and how much time you put into your growth between sessions. I am eager to collaborate with you openly about the duration of treatment

Consent for Treatment:

I **voluntarily consent** to mental health treatment with Matthew LeBauer, LCSW, LLC, dba LeBauer Counseling.

As the client, I (or parent/guardian) understand that **I have the right not to sign this form**. My signature below indicates that **I have read this agreement and asked for necessary explanation**. My signature **does not waive any of my rights**. I understand I can discuss any concerns I have about therapy at anytime during treatment.

I understand that I have the right to withdraw my consent to therapy at any time, for any reason and exercise my right to seek a second opinion at any time. I understand that no specific promises have been made to me by this therapist about the results of treatment or the number of sessions necessary for therapy to be effective.

I have read this disclosure in full, understand and agree to Matthew LeBauer, LCSW's practices and policies and give my informed consent for treatment.

Initials: _____

Printed Name of Client (or Legal Guardian)

Signature of Client (or Legal Guardian)

Date

Confidentiality & Communication Preferences

Please specify your preferences regarding communications with Matthew LeBauer, LCSW. By providing this information and signing below, you give explicit, written authorization to Matthew LeBauer, LCSW to respond to and initiate communication that may include Protected Health Information (“PHI”) with you informed by these preferences.

I, _____, hereby consent and authorize Matthew LeBauer, LCSW to communicate with me and transmit my PHI as necessary through the following non-secure transmissions (please initial your choices):

Contact Preferences				
Please provide the following information:	Initials	Priority Order	Ok to call or write?	Ok to send/leave message?
Mailing Address:			<input type="checkbox"/> Send <input type="checkbox"/> Receive	Yes/No
Email:			<input type="checkbox"/> Send <input type="checkbox"/> Receive	Yes/No
Cell Phone:			<input type="checkbox"/> Send <input type="checkbox"/> Receive	Yes/No
Text (SMS):			<input type="checkbox"/> Send <input type="checkbox"/> Receive	Yes/No
Home Phone:			<input type="checkbox"/> Send <input type="checkbox"/> Receive	Yes/No
Work Phone:			<input type="checkbox"/> Send <input type="checkbox"/> Receive	Yes/No

Communications by phone, text or email and outside of my office will be treated as confidential though their confidentiality cannot be guaranteed. The content of phone calls and emails should not be construed as and is not a substitute for therapy. Even though I 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. There is never a 100% guarantee information will remain confidential when transmitted electronically. While occasional texts (SMS/MMS), phone calls and emails are used for scheduling or ‘checking-in,’ **communication lasting more than 10 minutes will be pro-rated at my standard fee.** I consent to Matthew LeBauer, LCSW transmitting the following PHI by the above selected electronic communications (please initial all your choices):

_____ Information related to scheduling/appointments

_____ Information related to billing and payments

_____ Information related to your mental health treatment (this may contain personal materials, forms, suggested articles, homework, etc.)

_____ Information related to Matthew LeBauer, LCSW’s operations

_____ Other Information; Please describe: _____

Printed Name of Client (or Legal Guardian)

Signature of Client (or Legal Guardian)

Date