



Informed Consent and Mandatory Disclosure Statement

Welcome!

Welcome to counseling with Peter Lear at 75 Manhattan ste 206 Drive Boulder, CO 80303. This document informs you of your rights as a client and your obligations as a client. Please read this over carefully.

Your Provider

Peter Lear, LCSW, LAC
Phone/text: 303-981-7227
Email: peterlear@me.com

***** PLEASE DO NOT TEXT OR EMAIL CONFIDENTIAL INFORMATION *****

Regulation

The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Professions and Occupations. The Colorado State Board of Professional Counselor Examiners regulates Licensed Professional Counselors. The Board can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, 303-894-7800.

Regulatory requirements applicable to mental health professionals include the following:

- 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 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 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.

If you are 18 years of age or older, you must file a complaint or other notice with the Board within seven years after you discovered misconduct, as your records may not be maintained after the seven-year period. The Board must either take disciplinary action on the complaint or dismiss the complaint no later than two years after the date the complaint or notice was filed.

Your Rights and Obligations

You are entitled to receive information from me about therapy methods, techniques used, duration of your treatment (if known), and fee structure. You can seek a second opinion from another clinician or terminate treatment at any time.

Therapeutic Relationship

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. It is also inappropriate for us to have other relationships outside the therapeutic relationship, such as hiring one another to perform other services.

Confidentiality

Generally speaking, the information shared during therapy sessions is legally confidential and cannot be released without your consent. There are exceptions to this confidentiality, some of which are listed in section 12-43-218 of the Colorado Revised Statutes and the HIPAA Notice of Privacy Rights you were provided, as well as other exceptions in Colorado and Federal law.

Specifically, I am required to (1) initiate a mental health evaluation if you are imminently dangerous to yourself or others, or if you become gravely disabled as a result of a mental disorder; (2) report to law enforcement suspected child or elder abuse or neglect; (3) report to law enforcement and to the person(s) threatened any imminent threat of physical harm to others by you; (4) report to law enforcement and/or federal officials threats to public safety and national security; (5) release records if court-ordered to do so. If a legal exception arises during therapy and it is feasible to do so, I will inform you. Should you wish to release your records to an outside party, simply ask me to provide you with the necessary form.

Welfare Checks

When I am concerned about a client's safety, it is my policy to call the client's emergency contact or to request a Welfare Check through local law enforcement. In doing so, I may disclose to law enforcement officers information about my concerns. By signing this Disclosure Statement and agreeing to treatment with me, you consent to this practice, should it become necessary.

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 make recommendations concerning custody to the court or to your attorney. The court can appoint professionals who have no prior relationship with the family members to make recommendations to the court concerning parental responsibilities or parenting time in the best interest of the family's children.

Parental Rights

Under Colorado law, CRS 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.

Therapy Sessions

Typical therapy sessions run 50-55 minutes long. However, shorter or longer sessions are available as required. If you need to cancel your scheduled session, please provide 24 business hours advance notice. *If you don't provide 24 business hours notice, you will be charged for the session.* In the event that I need to reschedule your session, I will give you as much notice as possible.

Fees

Fees for individual sessions are \$150 for 50-55 minutes. Additional work I do on your behalf – for example, consultation, writing a letter or report, or completing forms – will be charged at the hourly rate of \$150 or prorated as such.

If you want to cancel or change an appointment time and you do not give me 24 hour business day notice (Mon. through Fri.) I will charge you my full fee of \$150. If do not show up to your appointment without notice I will charge you my full fee of \$150.

Fees are due and payable prior to or at the time of each session and may be paid by cash, or check made out to Peter Lear LLC. Credit cards and HSA cards are welcome but a 2.75% processing fee may be added to credit/debit card transactions. I do not accept insurance; however, I will provide a receipt (super bill) and you may be able to obtain reimbursement from your insurance company. All fees are ultimately your responsibility, even if your insurance company fails to reimburse you. After reasonable attempts have been made through regular communication to collect unpaid balances, I reserve the right to employ a collection agency for that purpose.

Emergencies

If you are experiencing a mental health emergency, call 911 or go to the nearest hospital emergency room. Emergency mental health services are also available at:

24-Hr Walk-In Crisis Center/Emergency Psychiatric Services
3100 Airport Rd.
Boulder, Colorado 80301
Phone: 303-447-1665 or 844-493-8255

I do not provide 24-hour emergency services. I provide non-emergency psychotherapeutic services by scheduled appointment. Clients seen in outpatient psychotherapy are assumed to be responsible for their day-to-day functioning. If I believe your psychotherapeutic needs are above my level of competence or outside my scope of practice, I am legally required to refer you, terminate therapy, or seek outside consultation.

Messages and Phone Calls

I will make every effort to return calls within 24-48 hours, Monday through Friday. You may leave messages on my confidential voicemail. There is no charge for brief phone calls. Calls lasting longer than 10 minutes will be charged on a pro-rated basis of my hourly fee. PLEASE DO NOT EMAIL OR TEXT CONFIDENTIAL INFORMATION unless you've signed the non-secure transmission of electronic form found on my website at peterlear.net.

Teletherapy

On occasion, we may prefer to meet for therapy sessions via telephone or video; for instance, due to weather or travel. I offer a HIPAA and HITECH-compliant teletherapy option (doxy.me). Despite the highest precautions, there is a risk of confidentiality breach with any electronic transmission of data. Should a situation arise when teletherapy is beneficial and you consent to it, your signature on this agreement acknowledges these risks.

Therapy Approach

I follow a client-centered, strengths-based, goal-oriented model of therapy. This means that you and I will work to develop an understanding of the issues that brought you to therapy, your strengths, and your vision of how you would like your life to look. Our work together will be to identify what you need to achieve that vision and to help you get on that path.

Because the client-therapist relationship is the single most important factor in therapeutic success, it is critical that we have an open and trusting relationship. If, for any reason, this does not feel like a good fit to you, please let me know so I can help you find a therapist who is.

The Counseling Process

Counseling has both benefits and risks. Benefits often include reduced distress, more satisfying relationships, and resolution of specific problems. Potential risks of counseling involve recalling unpleasant aspects of your personal history that may bring up distressing thoughts and feelings and the stress that may arise from growth.

Due to the complexity of human behavior, there are no guarantees that you will feel better or that your problem(s) will be resolved upon leaving my office. During therapy, many clients find that they feel worse before they feel better. This is generally a normal course of events and not grounds for alarm. Personal growth may be easy at times and at other times slow and frustrating. Progress and success may vary depending upon the particular issues being addressed, as well as many other factors. If you have any concerns about your progress or the results of your counseling experience, please talk to me at any time during our work together.

Termination

You have the right to terminate therapy at any time. Because terminations can be difficult, however, it is important that you experience the conclusion of therapy in a healthy way. Therefore, I encourage you to open the topic for discussion in session so I can address your concerns and provide closure to this important process.

Good Faith Estimate

You are entitled to a good faith estimate of services rendered by Peter Lear. This is an estimate of how much treatment with me may cost. This will be an estimate as it can be difficult to know exactly how much this will be until after I've completed a comprehensive assessment of your mental health. If you'd like a good faith estimate please request this.

Consent

I have read the preceding information and I understand my rights as a client or as the client's responsible party. I certify that I have received a Notice of Privacy Practices pursuant to the HIPAA regulations.

_____ Client Name (please print)

_____ Signature (client or responsible party)

_____ Date

If signed by Responsible Party, please state relationship to client and authority to consent:

_____ Self _____