

## Informed Consent for Therapeutic Services

This form provides you with information regarding confidentiality and informed consent that is additional to that detailed in the *Notice of Privacy Practices*.

**The Therapy Process** – Participating in psychotherapy can result in a number of benefits to you, including a better understanding of your personal goals and values, improved interpersonal relationships, and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, can be slow, difficult and at times painful. While there are no guarantees, your active participation will contribute greatly to this process. The quality of the relationship between therapist and client is vital to the success of the therapy, so I welcome any input from you about how the process is going, new directions you want to take, or any questions or concerns. In my therapeutic work I use a number of techniques including, but not limited to, experiential, psychodynamic, psychoeducational, somatic, cognitive-behavioral, and expressive arts modalities.

**Client's Rights & Confidentiality** – You (the client) have the right to a confidential relationship with me (the therapist). Within certain legal limits (see # 3 below), information revealed by you during the course of therapy will be kept completely confidential and will not be revealed to any person without your written permission. If you participate in couples, relationship, or family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release. Also, if you are in relationship or family therapy with me I do have a no-secrets policy, so whatever you relate to me individually may be brought into the conjoint sessions if I feel it's appropriate.

1. You have the right to know the content of your records at any time and I have the right to provide you with the complete records or a summary of their content.
2. If you authorize me to, I can release any part of your records on file to any person you specify. I will tell you when you make your request whether or not I think releasing that information to that agency or person might be harmful to you.
3. Under certain legally defined situations, I have the duty to reveal information you tell me during the course of therapy to other persons without your written consent. I am not required to inform you of my actions if this occurs, though I will usually attempt to work with you in order to fulfill these responsibilities in a good way. These legally defined situations include:
  - a. Revealing to me active child abuse or neglect; if a perpetrator is in contact with minors and there is a reasonable suspicion that he/she may still be abusing minors; if active physical abuse of a dependent adult or an elder is taking place.
  - b. If you seriously threaten harm or death to another person, I am required to warn the intended victim and notify the appropriate law enforcement agencies.
  - c. If you are in therapy or are being tested by order of the court, the results of the treatment or tests ordered must be revealed to that court.
  - d. If a court of law issues a legitimate subpoena, I am required by law to provide the information specifically described in that subpoena.
  - e. If you are in a lawsuit claiming emotional harm, the opposing side may subpoena your therapy records.
  - f. If your insurance company requests your records (minus the progress notes), I am not legally required to get your permission before releasing them (though I will discuss this with you first).
4. Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. If you instruct me, only the minimum necessary information will be communicated to the carrier. I have no control or knowledge over what insurance companies do with the information submitted or who has access to this

information. You should be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job.

5. You have the right to ask questions about any of the procedures used in the course of your therapy and their possible risks. You also have the right to ask about other treatments and their risks and benefits. If you could benefit from any treatment that I am not qualified to provide, I have an ethical obligation to assist you in obtaining those treatments.
6. Should you choose not to enter therapy with me, I will provide you with names of other qualified professionals whose services you might prefer.
7. You have the right to discontinue therapy at any time. If either of us feels you are not benefiting from treatment, either one may elect to initiate a discussion of your treatment alternatives, including, among other possibilities, changing your treatment plan, referral to another professional, or terminating your therapy.

**Emergencies** – If there is an emergency during our work together or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose I may also contact the Emergency Contact whose name you have provided on the biographical sheet.

In the event of a medical or psychiatric emergency, or an emergency involving a threat to your safety or the safety of others, please leave a message for me and then call 911 or the 24-hour crisis line for Suicide Prevention, (800) 273-8255. Please do not use e-mail for emergencies. Also, please be sure to inform me if you do not wish to be contacted at a particular time or place, or by a particular means.

**Therapist Availability** –Telephone consultations between office visits are welcome. However, I will attempt to keep those contacts brief due to my belief that important issues are better addressed in person or in video conferencing, and within regularly scheduled sessions. Phone calls that extend beyond approx. 10 minutes may be charged on a pro-rated basis.

You may leave a message for me at any time on my confidential voicemail. If you wish me to return your call please be sure to specify this in your message. Please note that I check my messages every few hours between 9 am and 5 pm Mondays through Thursdays, and I do not normally check messages over the weekend unless I am aware of a specific situation that necessitates it. Non-urgent phone calls are returned during normal workdays. Additionally, you should be aware that the phone service I use sends me emails with voice recordings of your voicemails as an attachment and that I normally keep these as part of your confidential client record. If you do not wish me to keep these please let me know, but do be aware that there will still be a record of the voice recording on the server.

**Fees and Insurance** – The agreed-upon fee for service is \$\_\_\_\_\_ per therapy session. Unless otherwise agreed, therapy sessions are fifty (50) minutes. I reserve the right to increase my fees from time to time, and we will discuss together any planned fee change.

Fees for services are due at the time they are rendered, unless other arrangements have been made. Please notify me if any problem arises regarding your ability to make timely payment. I ask all of my clients to provide their credit card and signature, to protect myself against possible non-payment. By providing this you are agreeing that I may charge your card to cover missed sessions, outstanding balances, or other mutually agreed upon instances. I will always attempt to solicit payment from you personally first before undertaking this step.

Please also inform me if you wish to utilize health insurance to pay for services. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage.

Although I am happy to assist your efforts to seek insurance reimbursement, I am unable to guarantee whether your insurance will provide payment for the services provided to you. While I do not currently accept insurance directly, I can provide you with a superbill on a monthly basis, which you can then submit to your insurance company for reimbursement, if you so choose.

**Appointment Scheduling and Cancellation Policies** – Sessions are typically scheduled to occur one time per week at the same time and day if possible, though we may come to a different arrangement depending on the nature of your concerns. Consistent attendance *greatly* contributes to a successful outcome.

Once we agree on a regular time(s) to meet during the week, I will reserve those hours for you. I will not charge you for sessions you cancel with more than 24 hours notice, up to six sessions per calendar year. For all other sessions where you provide me with 24 hours notice, and you would like to reschedule that session for another time, I will do my best to accommodate your request. If rescheduling is not possible and you have already missed six sessions for the calendar year, or you are unable to provide 24 hours notice (again unless you can reschedule that therapy hour), you are responsible for payment for the missed session(s).

Please understand that your insurance company will not pay for missed or cancelled sessions.

**Touch in Therapy** – I am trained in some somatic therapeutic modalities that can incorporate touch as part of psychotherapy. This sort of touch is always non-sexual in nature. It is always optional and never required for treatment services. If I consider that using a therapeutic intervention that incorporates touch could potentially be beneficial for your treatment, I will explain the prospective intervention to you and ask your permission before touching you. You always have the right to decline or refuse to be touched without any fear or concern about reprisal.

**E-Mails, Cell Phones, Computers and Faxes** – It is important to be aware that computers, e-mail and cell phone communication can be relatively easily accessed by unauthorized people and, hence, can compromise the privacy and confidentiality of such communication. Please notify me if you decide to avoid or limit, in any way, the use of any or all communication devices such as e-mail, cell phone or fax. Additionally, I discourage including clinical material in text messages sent to my number as I use Google Voice for my voicemail and there is the possibility of a breach of confidentiality due to their storage policies.

**Notice Regarding Complaints** – The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the Board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916) 574-7830.

*I have been given the Notice of Privacy Policies, and I have read and fully understand the above Informed Consent for Therapeutic Services.*

*I authorize and request that Myles Downes, LMFT, carry out psychotherapeutic examinations, diagnostic procedures and/or treatment which during the course of my care as a client are advisable. I understand that the purpose of any procedure will be explained to me and be subject to my agreement.*

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Client Name	Date	Signature
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Client Name	Date	Signature
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Myles Downes, MFT		
Psychotherapist	Date	Signature