**Lori Davis, MS, LCMHC**

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**Salem, NH 03079**

**INFORMED CONSENT TO TREATMENT**

This Informed Consent statement sets forth policies and procedures regarding competent and ethical psychotherapeutic services for your review.

**EMERGENCY PROCEDURES**: Should you need to reach your psychotherapist in an emergency, call 603-571-1693. If your therapist is not available you will be instructed to leave a voice mail message. Indicate in the message that it is an emergency. If you do not receive a response in a reasonable time or if you are unable to wait for the call to be returned, go to the emergency room of your local hospital and ask to speak to the on-call psychotherapist or psychiatrist or dial 9-1-1.

**HOLIDAYS AND VACATIONS**: You will know your psychotherapist’s vacation and holiday schedule well in advance and be informed who is providing backup while your psychotherapist is away. Your fee for any backup consultation will be your responsibility and will be at that professional’s regular fee.

**CANCELLATION POLICY**: When you schedule an appointment, that time is reserved for you and, therefore, not available for others who are waiting for services. Failed appointments will be charged to you according to your regular fee. If you must cancel an appointment notify your psychotherapist as soon as possible. You will not be charged for the cancelled session if you are able to reschedule another appointment within that same week, or if your psychotherapist is able to fill the time with another appointment. If your services are covered by insurance, our policy cannot reimburse for non-delivered services such as a missed session and you will be charged the fee for a failed or cancelled appointment directly. Providing your psychotherapist with sufficient advanced notice of cancellation is very helpful as it enables him or her to attempt to fill the time.

**FEE POLICY**: Your psychotherapist has a standard fee schedule for services which will be discussed with you during your intake appointment. In some cases, if you are unable to afford the standard fee, you may be able to negotiate your fee according to a sliding fee scale. The setting of your fee is individually negotiated and payable by you at each session. All charges for returned checks are your responsibility. If you have insurance or other third party payment resources, the fee for your psychotherapy is your responsibility.

Your psychotherapist may find it helpful to offer telephone contact for therapeutic purposes. Fee for telephone conversations regarding therapeutic issues will be based on the rate per session. Insurance coverage does not cover therapy by telephone. Consequently all telephone clinical services shall be paid for by check or cash at the in-person session: 5 - 15 minutes @ ¼ the session rate, 16 – 30 minutes at ½ the session rate. Time exceeding 30 minutes will be charged at the full session rate. Telephone contact regarding administrative issues (i.e., appointment scheduling or insurance questions) is not billed. Reading and responding to email and journal entries is also prorated based on the session rate. Since email is not a confidential manner of communication, extreme care and caution must be exercised when using this electronic form of communication of any clinical material. This office does not provide therapy done by text messaging under any circumstances.

**CONFIDENTIALITY**

Some important issues regarding confidentiality need to be understood as you begin your psychotherapy. Please review this material carefully so that you can discuss any questions or concerns at your next appointment.

In general, the confidentiality of all communications between a client and psychotherapist is protected by law, and information about your therapeutic work can only be released to others with your written permission. There are a few exceptions.

The clear intent of these requirements is that a psychotherapist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when his or her professional judgment indicates that such danger exists. Fortunately, these situations rarely arise.

1. There are some circumstances when a psychotherapist is required to breach confidentiality without a client’s permission. This occurs if the psychotherapist suspects the **neglect or abuse of a minor** in which case a report must be filed with the appropriate state agency. If, in the psychotherapist’s professional judgment, the client is threatening serious harm to another or threatens to harm himself or herself, that client may be required to enter a hospital.
2. In most judicial proceedings, the client has the right to prevent a psychotherapist from testifying. However, in child custody proceedings, adoption proceedings, and proceedings in which the client’s emotional condition is an important element, **a judge may require testimony** if it is determined that resolution of the issues before the court requires it. If a client is involved in litigation, or is anticipating litigation, and chooses to include his or her mental or emotional state as part of the litigation, the psychotherapist may have to reveal part or all of the client’s treatment and evaluation records. The client is responsible for any costs incurred by the therapist preparing for testimony as well as the fee for the therapist’s time of preparation and appearance in court. You must notify your psychotherapist if there is the possibility of needing any clinical support for any legal action you may be involved in. You will then be provided with additional information regarding your responsibilities and your psychotherapist’s responses and resources for those needs.
3. If a client is called as a **witness** in criminal proceedings, opposing counsel may have some limited access to the client’s treatment records. Testimony may also be ordered in (a) legal proceedings related to psychiatric hospitalization; (b) in malpractice and disciplinary proceedings brought against a mental health professional; (c) court-ordered psychological evaluations; and (d) certain legal cases where the client has died. The client is responsible for any costs incurred by the therapist preparing for testimony as well as the fee for the therapist’s time of preparation and appearance in court.
4. With your informed and written consent a psychotherapist may write and submit reports to schools, physicians, or other agencies or individuals. Should you require any of these clinical services, your psychotherapist will provide you with a written form detailing those service and the fees which apply.
5. A psychotherapist may occasionally find it helpful or necessary to receive **supervision or consultation** about a case with another professional. In these conversations every effort is made to avoid revealing the identity of the client. The supervisor/consultant is, or course, also legally bound to maintain confidentiality. If the psychotherapist feels that it would be helpful to refer the client to another professional for consultation, the client’s authorization is necessary before the case can be discussed.
6. A psychotherapist is required to maintain complete and accurate treatment records. Clients are entitled to receive a copy of these records unless the psychotherapist considers the information to be emotionally damaging. In such cases the records must be made available to the client’s appropriate designee. A written request for treatment records is required as well as an appointment for the therapist to discuss the contents of the records with the client. Clients will be charged an appropriate fee for preparation and for the appointment to review the records. There are no exceptions to these guidelines for release.
7. If a client uses **third party reimbursement** the psychotherapist is required to provide the insurer with a clinical diagnosis and sometimes a treatment plan or summary. If requested, the psychotherapist will provide the client with a copy of any report that is submitted. Some HMO’s will provide treatment information to employers who request such information. Data submitted for third party payment become part of a large databank that is accessible by several different interests. If a client is concerned about the availability and/or release of their clinical treatment information, they are advised to consult with their insurance carrier about the specific confidentialities that may or may not apply to their coverage.
8. If a client is **under the age of eighteen years** the specific content of communications during psychotherapy sessions is confidential, however parents or legal guardians have the right to receive general information on the progress of treatment.
9. Under current law, **in group and family psychotherapy and couple psychotherapy** all participants are required to consent to the release of information. One marital partner may not waive privilege for another. In cases of marital therapy, therefore, the record may be released only if both parties waive privilege or if release of the record is court ordered. Records for a consenting party may be released provided that they are sanitized to remove all references to the partner’s psychotherapy.
10. In cases where clients **fail to pay** for their therapy in a timely manner, the services of a collection agency may be utilized. Appropriate attempts will be made by the psychotherapist and/or office manager to collect overdue fees. If the client still refuses to make full payment, information regarding the client’s identity and debt will be released to the collection agency.

While this summary of exceptions to confidentiality will prove helpful in informing clients about potential problems, laws governing these issues are often complex. Discussion of these issues, if a client needs more specific advice or formal legal consultation, may be helpful.

**CONSENT TO TREAT**

I have fully discussed with my psychotherapist, LORI DAVIS, the various aspects of psychotherapy. This has included a discussion of my psychotherapist’s evaluation and diagnostic formulation, as well as the method of treatment. The nature of the treatment has been described, including the extent, its possible side effects, and possible alternative forms of treatment. I understand I may withdraw from treatment at any time but if I decide to do this I will discuss my plan with my psychotherapist before acting on it.

My psychotherapist has further discussed with me scheduling policies, fees to be charged, payment procedures, policies regarding missed or canceled appointments, emergency procedures, holidays and vacations, matters relating to insurance, and, if applicable, preauthorization and utilization review issues.

I have read the above and fully understand the evaluation and diagnosis formulation, the nature of treatment, the alternatives to this treatment, the limits of confidentiality in this psychotherapeutic relationship, and the circumstances in which confidential communications may need to be breached.

I have been given the opportunity to ask questions regarding my psychotherapist's education and training, areas of special interest or training, and types of psychotherapy utilized by the psychotherapist.

I understand that I may request copies of any of the above documents.

I understand that my psychotherapist is required to determine whether or not I have had a physical examination within the past year. If I have not had a physical examination within the past year, my psychotherapist may require that I have such appointment with my physician as part of my beginning psychotherapy.

I agree and consent to psychotherapy with the above-mentioned psychotherapist consisting of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (frequency), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (modality of treatment), \_\_\_\_\_\_\_\_\_\_\_ (length of sessions), for a fee of $\_\_\_\_\_\_\_\_\_\_\_ per session with a copay of $\_\_\_\_\_\_\_ to be paid at the time of each appointment.

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Date Signature

**Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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