

Five Elements Psychotherapy | Joshua A. Furtado
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INFORMED CONSENT FOR PSYCHOTHERAPY

This notice went into effect on 5/24/2024. Please review it carefully.

PHILOSOPHY & APPROACH: I believe that all clients are inherently good, and in optimal circumstances, can obtain a balance of physical, mental, emotional, social, spiritual and environmental health (Five Elements). I use mindfulness-based interventions in my therapy, as well as working on challenging thoughts, understanding feelings, and working through difficult situations.

FORMAL EDUCATION & TRAINING: I have been in the mental health industry since 2001 in various capacities. I hold a Master's degree of Arts in Contemplative Psychotherapy from Naropa University in Boulder, Colorado. Major courses of study were mindfulness-based group and individual therapy, extreme states of mind (psychosis, mood, anxiety and compulsive behaviors), Human and career development, social justice and body psychodynamics. I obtained my Bachelor's of Arts degree from Metropolitan State College of Denver and an Associate of Arts degree from Red Rocks Community College, with a focus in psychology, human development, abnormal psychology, personality, social psychology, and theater. I have a professional background in diet, nutrition, and exercise. As a licensed provider, I am required to complete at least 20 hours of continued education per year in areas of study relevant to the field of mental health, addiction, and supervision.

GENERAL INFORMATION: The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, we need to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstances will change. I can promise to support you and do my very best to understand you and your repeat patterns, as well as to help you clarify what you want for yourself.

PRIVACY AND CONFIDENTIALITY: Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42, CFR, part 2.

MY PLEDGE REGARDING HEALTH INFORMATION: I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information ("PHI") that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.

- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU: The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures, I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all the ways I am permitted to use and disclose information will fall within one of the categories.

- For Treatment Payment, or Health Care Operations: Federal privacy rules allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the patient's written authorization, to carry out the health care provider's own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your personal health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.
- Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.
- Psychotherapy Notes. I keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is: a. For my use in treating you. b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy. c. For my use in defending myself in legal proceedings instituted by you. d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA. e. Required by law and the use or disclosure is limited to the requirements of such law. f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes. g. Required by a coroner who is performing duties authorized by law. h. Required to help avert a serious threat to the health and safety of others.
- Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
- Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

- The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
- The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
- The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
- The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have

about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.

- The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost-based fee for each additional request.
- The Right to Correct or Update Your PHI. If you believe there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
- The Right to Get a Paper or Electronic Copy of this Notice. You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

MINORS: If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential. **Oregon**—law permits biological parents or legal guardians access to a minor’s record until they are 18 unless there are clinical reasons to restrict that information. **Washington**—law indicates that a minor 13 and older can consent without parental authorization and records are withheld. Additionally, for parents who initiate therapy for a minor child 13+, sessions are limited to 12 unless the child also consents to services. All information shared with a parent or guardian will be subject to clinical interpretation and need-to-know.

FEES & GOOD FAITH ESTIMATE: All appointments are billed and processed on Fridays. If my biller, AMMO Billing, has any issues or challenges, we will contact you or your insurance to resolve these issues. Credit card payments are preferred, though alternate arrangements can be made. Superbills can be generated for insurance or health accounts (HSA/FLEX). If you are billing out of network, we can provide a superbill and you can request a reimbursement from insurance. All fees must be paid as processed. If you are paying out of pocket, these are the general rates:

- Assessment and diagnosis: \$200. This may involve additional sessions before a full diagnosis is available. The assessment is completed annually.
- Individual sessions: up to 30 minutes—\$90, over 30 minutes—\$150. Sessions can be as often as once per week but must be at least once every 6 weeks.
- Sessions exceeding 60 minutes—\$200
- Family/Couples session with or without the client—\$200
- Family consultation (30 minutes)—\$100
- Group session up to 90 minutes—\$65 (unless otherwise posted)
- Training—\$150/hour (CEs available upon request)
- Clinical Supervision—\$120/session. Sessions are typically 2/month.
- Group Supervision—\$65/session.
- Clinical Consultation—\$100/hour (this includes chart reviews, program recommendations, etc.)
- Administrative fees (printed copies, letters, returned checks, etc.)—\$10 plus any additional charges that may apply (bank fees, etc.)

APPOINTMENTS: The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session must be discussed with the therapist in advance. Sessions that end early by client choice will be billed for the scheduled time.

If you are late to an appointment, I will attempt to reach you within the first 10-20 minutes. I will maintain the appointment time for up to 30 minutes. The appointment will still end at the scheduled time unless otherwise stated at the beginning of the session. If I am late to the appointment (rarely happens, but it does), you will not be charged for the missed time and if I am able, I will keep the full length of your appointment.

Telehealth appointments must occur within the states of Washington or Oregon. I am not licensed in any other state and am unable to provide services for you if you are out of town or out of the country. If there is a mental health urgency, we may be able to have one session while you are out of town. Insurance may not pay for services rendered. Telehealth appointments require at least voice or video.

CANCELATION/NO SHOW: I require at least 48-hour notice for in-person and 24-hour notice for telehealth cancellations unless there is an emergency. I charge \$45 for late cancellations or missed appointments. You will have a one-time exception to this policy. If this is an emergency, please provide me with the information. I reserve the right to determine if the missed session fee will apply. Frequently missed appointments may result in the termination of our therapeutic relationship.

END OF CARE: Therapy is a collaborative process. We will determine a treatment plan that includes goals and outcomes. As these goals are resolved, new goals may surface. You have the right to terminate therapy at any time. I request that a conversation or termination session occur prior to ending any services. If therapy is not going well for you, or things are getting worse as a result of therapy, we can discuss options and recommendations. If you stop showing up or scheduling appointments, I will reach out to you in multiple ways over time. In order to stay engaged in therapy, there must be at least one session every 30-45 days. After 60 days without completing a session, I will make your account inactive. You can resume therapy at any time.

HARASSMENT, ABUSE, or VIOLENT BEHAVIORS: Harassing, abusive, or violent behaviors will not be tolerated. If there is any property damage, you or individuals related to your care will be financially responsible. Depending on the nature of the behaviors, a warning may be issued, though I reserve the right to terminate services at any time for belligerent behaviors.

CHANGES TO INFORMATION: Please inform me of any changes to your information, including name, phone number, address, email, insurance, emergency contact, etc. Annual insurance reviews and deductibles will be reevaluated in January or as insurance applies. Any changes to insurance may result in unnecessary billing issues. If you are using multiple insurances, please provide all information.

TELEPHONE ACCESSIBILITY: If you need to contact me between sessions, please leave a message on my voicemail or secure email through the portal. I am often not immediately available; however, I will attempt to return your call within 24 hours (M-F). Please note that Face-to-face sessions are highly preferable to phone sessions. However, if you are out of town, sick, or need additional support, phone sessions are available. If a true emergency arises, please call 911 or any local emergency room. Also be aware that any conversation exceeding 15 minutes will be billed as a session.

SOCIAL MEDIA AND TELECOMMUNICATION Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION 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.

Information sent by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail are considered confidential, and part of the client record. Not all forms of telecommunication are secure. Ideally, use the patient portal for communication except for scheduling. If we choose to use information technology for some or all of your communication, you need to understand that:

- You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.
- All existing confidentiality protections are equally applicable.
- Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.
- Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
- There are potential risks, consequences, and benefits of telemedicine.
 - Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.
 - Effective therapy is often facilitated when the therapist gathers a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnoses, and interventions based not only on direct verbal or auditory communications, written reports, and third-person consultations, but also on direct visual and olfactory observations, information, and experiences.
 - Potential risks include but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming, and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression.
 - Potential consequences include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally to the therapist.

As a Licensee of the Oregon Board of Licensed Professional Counselors and Therapists, Washington Department of Health, and Mental Health and Addiction Counseling Board of Oregon, I abide by the ACA and NAADAC Codes of Ethics. You have the following rights:

- To expect that a licensee has met the qualifications of training and experience required by state law;
- To examine public records maintained by the Board and to have the Board confirm the credentials of a licensee;
- To obtain a copy of the Code of Ethics (Oregon Administrative Rules 833-100);
- To report complaints to the Board;
- To be informed of the cost of professional services before receiving the services;
- To be assured of privacy and confidentiality while receiving services as defined by rule or law, with the following exceptions:
 - Reporting suspected child abuse; or imminent danger to self or others;

- Reporting required in court proceedings, by insurance companies, or other relevant agencies;
- Providing information concerning licensee case consultation or supervision; and
- Defending claims brought against me;
- To be free from discrimination because of age, color, culture, disability, ethnicity, national origin, gender, race, religion, sexual orientation, marital status, or socioeconomic status.

You may contact the

Board of Licensed Professional Counselors and Therapists

3218 Pringle Rd SE, #120, Salem, OR 97302-6312 Telephone: (503) 378-5499

Email: lpct.board@state.or.us Website: www.oregon.gov/OBLPCT

Washington Department of Health

Telephone: 360.236.4700

Email: HSQAComplaintIntake@doh.wa.gov Website: <https://doh.wa.gov/>

Mental Health & Addiction Counselor Board of Oregon

2209 Lloyd Center, Portland, OR 97232 Telephone: 503.231.8164

Email: mhacbo@mhacbo.org Website: <https://mhacbo.org>

By signing this form, I certify:

- That I have read or had this form read and/or had this form explained to me.
- That I fully understand its contents including the risks and benefits of the procedure(s).
- I have been given ample opportunity to ask questions and any questions have been answered to my satisfaction.