### David Levingston, M.A., LMFT

Licensed Marriage and Family Therapist

CA MFC 44173 expires 02/28/2026 | VT LMFT 100-0000054 expires 11/30/2026

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## **Informed Consent Form**

Complimentary quote from a person I worked with: "Thank you for making me feel human."

- **Welcome.** This psychotherapy disclosure form will answer many of your questions about my therapy services. Please feel free to ask questions if you need clarification or more info.
- **Non-Discrimination.** My practice is open to all people, inclusive of all races, religions, spiritualities, ethnicities, cultures, gender identities and sexual orientations, and disabilities.
- What is therapy about? I am open to how therapy can take different possible forms (including walking outside or making art). My orientation is called "eclectic", which means culling from different streams. My scope of practice focuses on helping people achieve healthier interpersonal relationships. In the end, I hope therapy serves your needs to connect better to yourself and others, to feel less isolated or down, and to connect to your own capacity to change your experience whether it's your mood, or how you react to situations and people. Sometimes it is about coming to see reality as it is, and finding ways to be more at peace with it all. Sometimes what changes is our desire to change things.
- My job is to help you be the person you want to be, and that may not always be easy. I want to respect you and your boundaries, so anything I may ask you to try is just an invitation. I never wish or expect you to do anything you don't ultimately wish to do. It is important that you take actions to take care of yourself through the process, and that can including declining invitations or even just pausing to gather yourself. Talking about things may bring up painful feelings. Perhaps you already know this on some level. I encourage you to try and be open and honest with yourself. You might face aspects of reality more directly and possible choices that you have been avoiding, and this might be upsetting or hard to be with. While the process is not meant to be re-traumatizing, sometimes people experience that or feel worse. Allow for times when things might not be so comfortable, and use your judgement for how much you want to lean into that edge of discomfort for the sake of whatever you value in the process. Also allow for some time. Sometimes change can happen quickly and sometimes change can take a while.
- Our relationship. My style is interactive. I welcome discussion of any feelings you may have about our work together. Using the relationship itself can be an important part of the process in therapy.
- My qualifications and experience. I began counseling in a professional context with the UCSF AIDS Health Project of San Francisco in 1999. In September 2001, I began the Integral Counseling Psychology program at California Institute of Integral Studies (CIIS) in San Francisco. I graduated with a Master's degree in December 2003, and I earned my Marriage and Family Therapist license for the State of California in January, 2007. This was granted reciprocity for the State of Vermont in October 2007. I continually augment my practice with continuing education and monthly peer consultations.
- **Professional regulations.** For Vermont, my practice is governed by the Rules of the Board of Allied Mental Health Practitioners. It is unprofessional conduct to violate those rules. A copy of the rules and information on the process for making a consumer inquiry or filing a complaint with the Board may be found here: https://sos.vermont.gov/allied-mental-health/

A copy of the statutory definition of unprofessional conduct (3 V.S.A. '129a and 26 V.S.A. '4042 for licensed marriage and family therapists) can be found here: https://legislature.vermont.gov/statutes/fullchapter/26/076

For California, 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).

If you have a complaint and are unsure if your practitioner is licensed or registered, please contact the Board of Behavioral Sciences at 916-574-7830 for assistance or utilize the board's online license verification feature by visiting www.bbs.ca.gov.

**Confidentiality.** With very few exceptions, the information discussed during your therapy session and all documentation (written or in any other medium) is kept private and confidential. When working with me, unless you communicate otherwise, you agree to allow consultation with other healthcare providers for the sake of your care, as permitted by HIPAA (see separate HIPAA Notice of Privacy Practices form). Some other very important exceptions to the rule of confidentiality are:

- 1. If there is a court order for the therapist to appear, or to produce the client's chart.
- 2. If you authorize your insurance plan to be used for services, some information may be shared for billing purposes and for evaluations to justify services and billing.
- 3. If the therapist learns that there exists a serious threat to any person.
- 4. If there is evidence of child or dependent adult or elder abuse.

Parents & Children: Children need to know that their parents have a *right* to know what goes on in therapy, but rather than reporting back *what* is said, I may discuss *how* things are going. I want both the child and the parent to know that it's important for the child to feel like what he or she is saying will be kept private. If you are a minor and your parents are covering the cost of sessions, you authorize discosures to parents necessary for purposes of payment.

Couples & Families: I encourage you to share any thoughts or feelings directly in our group sessions rather than privately with me.

*Groups:* As with individual therapy, I will hold confidential anything disclosed in groups. Group members are asked to agree to not share things with individuals outside the group.

**Attendance.** A regular weekly time together can make a difference in the kind of experience you have and progress you can make.

If you are running late, as long as you call to let me know, I'll wait and hold the time slot for you. Unless you call to let me know, I will wait for a 15 minute window after our appointed time, after which I will consider it a missed session and I may choose to leave the office to attend to other things.

If you happen to forget to appear for a scheduled session (and also forget to call in advance to let me know) more than one time, I may (at my discretion) provide you with a referral for other counseling opportunities that might be able to better accommodate your situation.

Time. Sessions are generally 50 minutes long (45 mins EAP; 53 mins managed care). Longer sessions can be scheduled if we agree that it will be helpful. I will let you know when there are 5 minutes left in the session. We need to end on time because of other scheduleded appointments.

Fees. Fees will be discussed and set by the end of the first session. My standard fee is \$225/session. The initial assessment fee is \$250. If you are using insurance, your financial responsibility will depend on your plan and my contracted rates with your company. If there are no specified contracted rates for your plan, the aforementioned rates apply. Please let me know if your current financial situation would make it difficult for you to afford my standard fee, so that we can talk about possible alternatives, including the option of a "sliding scale." Payment is to be made at the beginning of each session, and may be by cash or check. I do not bill. Fees will be reviewed yearly and may be raised approximately \$10 per year. A 30 day notice will be given of any changes to fees.

For all uninsured and self-pay patients, a GFE (Good Faith Estimate) of expected charges is available and can be requested.

I generally do not write letters on behalf of clients for anything other than attesting to the fact of their attendance in outpatient therapy. That said, there may be a charge for time if you request work outside of the session, such as having letters written on behalf of clients to agencies, legal entities, or other practitioners. This time can not be billed to insurance. Time will be charged at a rate of \$125/hr, rounded up to the nearest 15 minute increment.

**Insurance.** It is your responsibility to tell me (the provider) about your insurance and secondary insurance. If you wish to utilize health insurance to pay for services, please tell me the name of your plan, so that we can determine the extent to which our visits can be covered by your plan, if I am a contracted provider with your plan (in-network), and how billing will be done.

I will have you sign a Self-Pay Agreement, in cases where you attest that you:

- a) do not have insurance coverage, or
- b) have insurance coverage but chooses not to use it, and understand that in doing so your are waiving any right to reimbursement, or
- c) have insurance coverage, but understand that your services are not covered by the plan.

The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. You should be aware that insurance plans generally limit coverage to certain diagnosable psychological conditions and that this needs to be documented in some way. Although I am willing to help determine the terms of your policy, you should also be aware that you are ultimately responsible for verifying and understanding the terms and limits of your insurance coverage.

You are ultimately responsible for knowing and fulfilling whatever your financial obligations may be from participating in therapy services. If your responsibility is covered by a third party payer other than insurance (such as an HSA account), you agree to cover the cost, if payment is not received within a reasonable amount of time (60 days from date of receipt of claims by Insurance). If we had an understanding that your insurance plan would cover services, but then it turns out that your plan does not reimburse me for services rendered, either because your particular plan will not in fact cover my services, or because your plan is not active or has changed its terms, or for any other reason, it is your responsibility to cover any balance owed towards the cost of the session. Because any sessions in these cirmumstance are not conducted under the umbrella of the insurance plan, the cost of the session will be my standard fee of \$100, and not the contracted rate that I have with the managed care organization.

If I am not a contracted provider and you would like to submit a bill to your insurance company to be reimbursed for our sessions, I will be happy, as a courtesy, to provide you with an insurance form at the end of each month. You are responsible for the payment for our services regardless of what the insurance company does or doesn't ultimately do. Although I may be willing 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.

Please know that for the sake of determining insurance coverage, the services rendered will be *Outpatient Mental Health*, and my license is an *LMFT* (*Licensed Marriage Family Therapist*). Even though my license has the word "marriage" in its title, the services are not to be considered "marriage counseling." Please know that most insurance will not cover marriage counseling but will cover outpatient psychotherapy.

Please know that when any agency (such as health insurance) is involved, your confidentiality will be affected. Some manged care plans may require submission of information about your therapy for review and authorization of services and justification for reimbursement.

Please discuss any questions or concerns that you may have about this with me.

Telemedicine/Telehealth policy. Telehealth is not appropriate for all client's situations. Therapist will determine this and discuss options with client. In situations where we decide to have a real-time interactive session when we are not in the same physical location, by connecting using some means (e.g., video, telephone, or texting) other than a live face-to-face meeting, your participation means you consent and authorize the use of telehealth as an acceptable medium for your treatment. When possible, we will use the Google Meet HIPAA-Compliant platform. No recordings will be made by either party. You understand that other platforms (include Skype, FaceTime, and telephone) may not be secure. You understand that technical difficulties may occur before or during the telehealth sessions and that your appointment may not be started or ended as intended. In the event that we are unable to establish a video connection, we will first quit and restart the application. If that does not remedy the connection, we agree to use our phones as a backup. If we get disconnected, I will wait up to 3 minutes for you to call me. If you don't, you are still responsible for covering the cost of the session. If your insurance only covers live interactive video and you are unable to connect due to technical issues on your end, and we are unable to find another time to meet during the same week, you will be responsible for covering the cost at my usual private pay rate. We will discuss an emergency protocal, including an emergency contact to reach if deemed necessary by the therapist.

Cancellation policy. I will be reserving the time and the room for you, so please give me as much notice as possible if you won't be able to make it for your appointed session. If you need to cancel, I require thay you do so by phone rather than by text or by email, because email is not reliable. Email also isn't encrypted and is vulnerable to intrusion. My voice mail is available 24 hours a day to receive messages. I do not always check email regularly; sometimes not for weeks at a time. Therefore, if you need to contact me, please call.

If you do not show up for your scheduled therapy appointment, and you have not notified me at least 24 hours in advance, and it is not a health emergency that you yourself are experiencing, you agree to pay \$50 for the session (plus \$3 service fee if paying by card), as your health plan does not cover payment for a missed appointment. Likewise, if I fail to appear or to give 24 hours notice of a cancellation, your next appointment is at no charge to you. Just as I will give you a 15-minute window to arrive, please allow me a 10-minute window to be ready for you, as sometimes I may run a wee bit behind.

Contact (including Email, Texts, Cell Phones, & Computers) and after hours emergencies. My usual business hours are weekdays between 9:00 AM and 6:00 PM. If I am unable to answer the phone, please leave me a message. I check my messages during business hours and I will return your call as soon as I can. I will usually return calls & emails within 1 business day. You are welcome to leave a voice mail at any time, but I may not be able to retrieve your message until my business hours.

I am not available after hours for emergencies. For after-hours emergencies or if you need immediate assistance, call the 24-hr local crisis team at 1-800-622-4235. If you are feeling very out of sorts and need a soft place to land, you can also contact your medical group or your primary care physician, or visit the emergency department of your local hospital, and they will help direct you. If you are feeling suicidal, please call 1-800-622-4235.

If using Texting or Email, you acknowledge the understanding that these are not necessarily secure and confidential mediums of communication. Before sending you any initial Emails, I will ask for your verbal permission to do so. If you communicate confidential or private information via unencrypted digital communication, texts or e-fax or via phone messages, I will assume that you have made an informed decision. If any misunderstandings or upsets come up for you, please call to give me a chance to correct the experience.

Regarding Emailings, except for matters of scheduling, please save other questions and interpersonal sharings for our scheduled sessions.

If there is an emergency or if you need to cancel a session on sudden notice and it is less than 24 hrs before the session, please call rather than email to assure that I will receive your message.

Outside contact. Respecting your preferences for privacy, we will discuss how we shall handle contact by phone and contact outside the therapy context, if we happen to run into each other in public.

Social Media. You are welcome to peruse my professional Facebook page: www.facebook.com/DavidLevingstonMFT. However, as an ethical guideline, I generally refrain from connecting with clients, both past and present, through Facebook, LinkedIn, Twitter, and other online sites of this nature.

Drug use. Please come to therapy sessions not under the influence of mind/mood-altering drugs (except for prescriptions), whatever that may mean for you. I see our work as about learning to be with reality as it is.

Notes. Sometimes I may take notes while we talk. It helps my work with you.

**Exchanges and bartering.** We will discuss the ethics of exchanges such as bartering of services or giving of gifts.

**Touch.** "Talk therapy," is different than hands-on body work, but can include directing one's awareness towards the body. While different cultures may include gestures of touch such as handshakes and hugs, I wish to respect and defer to your preferences. We will discuss the issue of contact and how we shall handle scenarios such as greetings and goodbyes.

Ending. Your participation in therapy is voluntary and you have the right to end therapy whenever you want. However, if you do decide to exercise this option, I encourage you to talk with me about the reason for your decision in a counseling session together. I ask that you allow for two final sessions for us to have an ending together, to review what we've done and to offer feedback to each other. Likewise, at my discretion, I reserve the right to end our therapy work together and provide you with some appropriate referrals, for reasons including, but not limited to, failure to participate in therapy, conflicts of interest, untimely payment of fees, or my belief that I may not be the best person for your needs.

Please sign the Signature Page and keep a copy for yourself. Should you have any questions at any time, please ask.

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# ~ Signature Page ~

#### **Informed Consent Form**

I/we have read, understand and agree to the information and policies described in the Informed Consent Form.

My signature acknowledges that I have been given the professional qualifications and experience of David Levingston, a listing of actions that constitute unprofessional conduct according to Vermont statutes, and the method for making a consumer inquiry or filing a complaint with the Office of Professional Regulation. This information was given to me no later than my third office visit.

I/we have read, understand and agree to the cancellation policy.

I/we understand that if I /we miss a scheduled session and I/we don't provide at least 24 hours' notice or if the absence is not due to an emergency, I/we agree to pay the cost for the missed session, which is \$50 (plus \$3 service fee if paying by card).

I give permission to be contacted by David Levingston in writing if necessary, and/or to be sent a feedback survey sometime after therapy has ended.

Print Name	Print Name
Signature	Signature
Date	Date