

# Consent for Treatment and Limits of Liability

## **Limits of Services and Assumption of Risks:**

Therapy sessions carry both benefits and risks. Therapy sessions can significantly reduce the amount of distress someone is feeling, improve relationships, and/or resolve other specific issues. However, these improvements and any “cures” cannot be guaranteed for any condition due to the many variables that affect these therapy sessions. Experiencing uncomfortable feelings, discussing unpleasant situations and/or aspects of your life are considered risks of therapy sessions.

## **Limits to confidentiality:**

Normally, a member may only disclose personal health information with the consent of the client or his/her authorized representative. However, in law, there are a limited number of circumstances where disclosure of personal health information is required without consent. Notable limits to confidentiality include:

1. where the member believes on reasonable grounds that disclosure is necessary to eliminate or reduce significant, imminent risk of serious bodily harm (includes physical or psychological harm) to the client or anyone else, e.g. suicide, homicide. **Note:** If the member believes a significant, imminent risk of serious bodily harm exists (this includes physical or psychological harm), there may be a professional and legal duty to warn the intended victim to contact relevant authorities, such as the police, or to inform a physician who is involved in the care of the client.\*
2. where disclosure is required under the Child and Family Services Act, 1990 for example, where the member has reasonable grounds to suspect that a child is in need of protection due to physical harm, neglect or sexual abuse by a person having charge of the child;
3. where necessary for particular legal proceedings (e.g. when the member is subpoenaed);
4. to facilitate an investigation or inspection if authorized by warrant or by any provincial or federal law (e.g. a criminal investigation against the member, his/her staff, or a client);
5. for the purpose of contacting a relative, friend or potential substitute decision-maker of the individual, if the individual is injured, incapacitated or ill and unable to give consent personally; and
6. to a college for the purpose of administration or enforcement of the Regulated Health Professions Act, 1991 (e.g. providing information about your client to the College if a complaint has been made against you, assessment of the member’s practice as part of the Quality Assurance Program; mandatory reporting where the member’s client is a regulated health professional and the member has reasonable grounds to believe that the client has sexually abused a patient/client).

I have read and understood the information described above and hereby request to receive clinical services at the mutually agreed upon rate of \$\_\_\_\_\_ per hour.

Client’s/Parent’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Cancellation Policy

If you are unable to attend an appointment, we request that you provide at least 24 hours advanced notice to our office. Since we are unable to use this time for another client, please note that you will be billed for the entire cost of your scheduled appointment if it is not timely cancelled, unless such cancellation is due to illness or an emergency.

For cancellations made with less than 24 hour notice (unless due to illness or an emergency) or a scheduled appointment that is completely missed, you will be mailed a bill directly for the full session fee.

We appreciate your help in keeping the office schedule running timely and efficiently.

Client's/Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_