

Informed Consent for Psychotherapy

CHRISTY GARCIA, LMFT (CA #113176)

INFORMED CONSENT FOR PSYCHOTHERAPY

ABOUT YOUR THERAPIST

Christy Garcia is a Licensed Marriage and Family Therapist (CA #113176). She holds a Master of Arts in Clinical Psychology with an emphasis in Marriage and Family Therapy from Azusa Pacific University, Azusa, CA (2013). Christy is a Clinical Member of the *California Association of Marriage and Family Therapy (CAMFT)*. Christy's clinical experience ranges from working with children, adolescents, and adults to couples, families and groups. Additionally, Christy has previous experience working in community mental health and residential treatment with foster youth as well as adult victims of commercial sexual exploitation (or sex trafficking). Christy is trauma-informed and trained in EMDR (Eye Movement Desensitization and Reprocessing, a trauma-focused therapy approach).

GENERAL INFORMATION

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us 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.

THE THERAPEUTIC PROCESS

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 circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself. Your feedback is an important and welcome part of this process. I'm here for you and want you to know that I value your feedback so that you can make the most out of your time in therapy.

FREQUENCY OF APPOINTMENTS

I typically recommend weekly appointments through the duration of the active phase of psychotherapy. This frequency allows me to provide adequate emotional support for the work of psychotherapy. Weekly sessions are a mutual commitment, and I ask that you make all efforts to attend your appointments each week. If you need to cancel an appointment I ask that you make efforts to reschedule that appointment during that week to maintain the weekly frequency. Please note that I will make reasonable efforts to offer you an alternative time if you need to reschedule; however, I cannot guarantee a make-up appointment due to limited availability of appointment times.

If attendance at weekly appointments becomes inconsistent, I will initiate a discussion with you to determine what's behind this pattern and discern what your needs are. This is a collaborative process and I want to ensure that you're reaping the most benefit from your time in therapy.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I suggest that at the conclusion of your therapy a final termination session be conducted to assess our work together and the achievement of your therapeutic goals. I do not recommend ending therapy by phone or e-mail communication, as the termination of therapy is considered to have therapeutic value.

After appropriate discussion with you and a termination process, I may terminate your therapy if I determine that you are not benefitting from therapy with me, the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued. No-shows for two consecutive weeks may result in an automatic discharge as well.

APPOINTMENT LENGTHS AND FEES

The standard meeting time for psychotherapy is *50 minutes*. The fee for an individual, couple or family session is *\$150.00*. Longer appointments are occasionally requested by clients. The fee for a longer appointment will be prorated based upon the established session fee.

Although the fee is \$150.00 per session, at times, I am willing to temporarily discount the rate on a short-term basis depending on your financial situation and circumstances (usually up to 10-15 sessions). Additionally, I reserve 2 scholarship slots in my schedule for graduate students training to become therapists at a discounted rate of 50% (\$75.00 per session). My fee may periodically increase every couple years to account for cost of living and inflation expenses in addition to the general costs of running my practice as well as furthering my education and certifications so I can best serve you.

Fees are payable at the time that services are rendered. Please ask me if you wish to discuss a written agreement that specifies an alternative payment arrangement. If for some reason you are unable to continue paying for your therapy, please let me know so we can discuss how best to proceed. I will help you consider any options that may be available to you at that time.

USING INSURANCE BENEFITS AND COLLECTION POLICIES

It is your responsibility to be aware of your insurance benefits and coverage. I may, as a courtesy, check your benefits and advise you regarding the benefits quoted. The amount of coverage, co-pays and deductibles vary based on the requirements of your specific plan.

I am not in-network with all insurance companies at this time. If I am not in-network with your insurance company, I am able to assist you in seeking reimbursement from your insurance carrier depending on your benefit plan by providing a special receipt called a "super-bill."

I utilize an electronic claims submission process. If you utilize insurance, I will be required to release information to the insurance company for processing of insurance claims. This information includes mental health diagnosis required for behavioral health claims. Sometimes additional information is requested, such as treatment plans, or copies of your medical record. I have a HIPAA compliant fax line that will be utilized in the event that your records are requested. Though all insurance companies claim to keep such information confidential, I have no control over what they do once the information is provided to them.

My verification of benefits does not insure coverage in the event that your benefits are mis-quoted to me. You should be aware of your benefits and limits of coverage since you are responsible for payment of any services I render to you.

If you utilize insurance I require that you maintain a credit card on file with me. Your credit card information is entered into an encrypted system through Ivy Pay to protect the security of this information. I do not maintain written documentation of your credit card information. I will charge your credit card after each appointment, unless otherwise specified by your insurance plan. You will receive a monthly statement showing all charges and credits to your account. If at any time you would like a full account summary, I will provide that to you upon request.

SECONDARY INSURANCE

If you have secondary insurance, I am not set up to bill a secondary insurance company. If this is your situation, you will be provided with monthly statements showing claims processed by your primary insurance. You may then complete the necessary paperwork with your secondary insurance company to submit claims for processing. You will be responsible to pay me the amount due based on the processing of your primary insurance. Your secondary insurance may then issue payment to you for the claims you submit to them.

ACCEPTED FORMS OF PAYMENT/BILLING STATEMENTS

Your fee is due at the time of each session. I accept cash, check, and credit/debit card transactions. I utilize a HIPAA-compliant payment application called IvyPay. Upon your first session with me, I will enter your cell phone number into that system and you will receive a text message prompting you to enter your credit or debit card information. If you choose to utilize this option, I will then charge your fee at the end of each session.

NEGLECT OF OUTSTANDING DEBT

Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. In the event that credit arrangements have not been agreed upon in writing and the charges have not been paid within 30 days of the due date, there will be a late charge of 1.5% per month on the unpaid balance. The charge for a returned check is \$20 in addition to the fee owed. ***If your card is declined and you fail to pay your account for more than 30 days you will be unable to schedule further appointments unless other arrangements have been made with me.*** In the event that you fail to honor, after reasonable efforts to collect, your debt, I may place your account in the hands of an agency or attorney for collection or legal action. This will necessitate the release of pertinent demographic information as well as accounting information, but no clinical information from your record will be released.

CANCELLATION AND RESCHEDULING POLICY

Your appointment is a joint commitment to meet together on a weekly basis to address your concerns. I will provide a predictable appointment at the same day and time each week. Since I provide a weekly predictable session time to you, I ask that you commit to attending those sessions on a regular, weekly basis.

If you know of conflicts in your schedule due to travel or other commitments, please advise me as soon as possible of your need to cancel or reschedule an appointment. This allows me to schedule others who may be waiting for a make-up appointment. In light of this, I am unable to waive cancellation or no-show fees.

I understand that you may occasionally be unable to attend a session due to travel, work commitments, illness, and other circumstances. For this reason, you are allotted 3 "freebie" sessions per calendar year for which you do not need to reschedule and for which you will not be charged. If you are unable to attend a session ***for any reason, after those 3 missed "freebie" sessions, you will be charged the full missed session fee of \$150.00, regardless of the reason for the absence.*** Insurance companies do not cover missed appointment fees, and Health Savings Accounts (HSAs) are not able to be utilized for these fees. Missed session fees are not intended to be punitive. This policy allows me to maintain my commitment to reserve a slot for you on a weekly basis.

If you need to miss an appointment, I will make reasonable efforts to offer alternative times during that week. If you are able to arrange to make up (or reschedule) a session, you will not be using your missed session allotment. You will have a 3-week window to reschedule your appointment (either before, the week of, or after the missed session). Alternative appointments are not guaranteed due to limited availability.

For added convenience, I provide the following:

1. Telehealth appointments if clients can't make it to the office.
2. Access to my online schedule to reschedule your own appointment via the client portal.
3. Clients can reschedule their appointment with less than 24-hour notice provided that it is rescheduled within that 3-week window.

4. Clients never lose their ongoing appointment time due to absences (unless I stop hearing from you and you stop showing up for therapy).

ILLNESSES

If you have a contagious illness (or if your child has a contagious illness and you are not able to find child care), I ask that you do not come to your appointment in person. Video conferencing through a HIPAA-compliant platform is available if you are not able to come to the office.

ELECTRONIC HEALTH RECORD (EHR)

I maintain your record through a secure, HIPAA-compliant Electronic Health Record system called Simple Practice. You have been registered as a client and will be sent additional instructions on how to login and access my secure client portal. To view, cancel/reschedule appointments and download statements or super-bills, you may do so through the client portal. Please keep your login credentials in a secure location where you can refer to them as needed and bookmark the link to the client portal.

CONFIDENTIALITY

The session content and all relevant materials to your (or your child/family's) treatment will be held confidential unless you request in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

NOTE:

CONFIDENTIALITY IN COUPLE AND FAMILY THERAPY

If you have contracted with me for family and not individual therapy, family members and couples may be seen at times individually or conjointly. Information shared during these sessions or in related settings (e.g., telephone calls) is considered part of the overall family or couple therapy process and is not confidential from the other participating family members or partners. I will use my discretion in handling these matters. This is referred to as a "no secrets" policy. It is important that you understand this policy before treatment begins. It supports my belief that healthy relationships are built on openness and truth. Additionally, I will not release records to any outside party unless authorized to do so in writing by all adult parties who were part of the family therapy, couple therapy or other treatment that involved more than one adult client. This includes any request for records in divorce proceedings.

CONFIDENTIALITY AND 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.

CONFIDENTIALITY AND CONSULTATION WITH OTHER PROFESSIONALS

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

CONFIDENTIALITY AND CONTRIBUTION TO KNOWLEDGE

I am committed to the advancement of psychology and family therapy as a science and a profession. I contribute professional time to research, teaching, training, and improving the standards of psychotherapy. Some of this teaching and writing requires the use of case illustrations. These illustrations are general and do not expose the identity of any person. Unless you notify me to the contrary, it will be assumed that you have no objection to this work in lectures or publications.

COURT INVOLVEMENT

I do not have the experience or expertise to serve in court-related testimony. I ask that you not request my involvement in court proceedings. I respectfully request your agreement to instruct any legal counsel not to subpoena me or refer to anything we have said or done during your therapy in any court document.

Such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event by asserting privilege on your behalf. If I am required to testify, I will not give opinion about parental custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting consultant, I will provide information as needed (if appropriate releases

are signed or court order provided), but will not make any recommendation about the final decision.

Since court involvement affects my commitments to other clients, and impacts my ability to maintain my commitments to other clients, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at a rate of \$300.00 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case related costs.

NOTICE TO CLIENTS

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of Marriage & Family Therapists, Licensed Educational Psychologists, Clinical Social Workers, or Professional Clinical Counselors. You may contact the board online at: www.bbs.ca.gov or by calling (916) 574-7830.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.