

Therapist-Client Agreement & Informed Consent Form

C GONZALEZ COUNSELING LLC

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Welcome to my practice. This document contains important information about my professional services and business policies as well as your rights and responsibilities as the client. When you sign this document, it will also represent an agreement between us, and it will serve as your informed consent for treatment. You may revoke this agreement in writing and discontinue therapy at any time. That revocation will be immediately binding on me, unless: I have already taken action in reliance on it or if you have not satisfied any financial obligations you have incurred. Please read this document carefully and make notes of any questions you might have so that we can discuss them during our first session.

Confidentiality Statement

All information shared in this treatment is confidential except in circumstances governed by law. If you would like me to confer with another healthcare professional, you will need to sign a "Release of Information" form. This permission can be revoked by you at any time. Both parties agree to take all reasonable measures to ensure confidentiality with any communication over the phone, electronic mail and/or the Internet.

Psychological Services

Therapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, the theoretical orientation of the therapist and the particular problems you are experiencing. Therapy is not like visiting a medical doctor. Instead, it calls for a very active participation on your part. It requires your best efforts to change thoughts, feelings, and behaviors. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and between meetings. Because of the collaborative nature of treatment, I encourage your active feedback during the course of therapy regarding questions, concerns and feelings as they arise.

Therapy can have benefits and risks.

Since therapy often involves discussing unpleasant memories or aspects of your life, you may experience uncomfortable feelings. On the other hand, psychotherapy has also been shown by hundreds of well-designed research studies to have many benefits, including better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what your individual experience will be. Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, should you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them

whenever they arise. If you think that this therapeutic relationship is not working to your benefit we can discuss other treatment options. I will offer you appropriate referral(s) to other mental health professionals that may be able to meet your needs. My foremost goal is client satisfaction.

Meetings I normally conduct an evaluation over the course of 2-4 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If therapy is undertaken, typically we would schedule one, 50-minute session per week at a mutually agreed upon time. We may also decide to schedule sessions more frequently.

Missed Appointments and Cancellation Policy

Once an appointment date and time has been scheduled, that time slot is reserved for you. You will be charged for appointments missed without notification or cancelled with less than 24 hours notice. If you need to cancel a Monday appointment, you may do so over the weekend by leaving a message on my voicemail 24 hours in advance. I will make every reasonable effort to offer you an alternative time for our session. If you need to leave the session during our appointment time for whatever reason, whether due to technical difficulties or emergencies, the session will still be charged the prior agreed session fee; regardless of the time attended in the appointment.

Professional Fees

I will review my fee per session with you in the initial consultation call. In addition to my weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Examples of other services include report writing and phone sessions. If you become involved in legal proceedings that require my participation, I will bill you for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Fees are subject to potential yearly increases at my discretion. I will provide you notice regarding any fee change. If you are currently being charged on a sliding scale fee, you agree to reassess your financial situation with me at minimum every 6 months to establish whether it is appropriate given your circumstances to increase your fee.

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. At this time, please note that I only accept Credit or Debit card. If you do not cancel a scheduled appointment at least 24 hours in advance, you will be charged the a \$50 fee for the session. If you miss two payments, or are \$100.00 behind in payments, treatment will

be suspended until your balance is paid in full except in cases of emergencies. The reason for this is to prevent the additional discomfort that comes into therapy when there is a substantial amount of money owed. If you are late, we will end on time and not run into the next person's session.

Contacting Me Due to my work schedule

I am often not immediately available by telephone. If you should need to call me between scheduled sessions, you can do so by leaving a message on my confidential voice mail. I will make every effort to return your call within 24 hours. I may not be able to return calls during weekends, holidays and scheduled vacations. Although I check my messages frequently, I do not provide 24-hour emergency service. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room by dialing 911. I am often not immediately available by telephone. While I am usually in my office between 10AM and 7PM, I will not answer the phone when I am with a client. You may call me at 305-209-7070. You may also e-mail me at charleengonzalezmft@gmail.com. Please note, despite using several security measures, I cannot guarantee the confidentiality of communication sent via cell phones or the internet. I will make every effort to return your call/e-mail within 24 hours, with the exception of weekends, holidays, and scheduled vacations. I retrieve and return messages Monday through Friday 10AM thru 7PM, excluding holidays. Messages left after 2PM Friday will be returned the following business day. If you are experiencing an emergency, immediately contact your physician, go to the nearest emergency room, or call 911.

Many times clients feel inclined to contact their therapist between appointments. Please note that you may leave as many detailed messages on my phone as you would like. I will most likely receive your message prior to our next appointment. However, due to the nature of the therapeutic relationship, and limited availability of phone time, it is my policy that I do not return phone calls unless there is an immediate administrative issue (rescheduling, billing, etc.) or there is a life or death emergency. If you feel you are not having a life or death emergency and believe it is important that we speak, we may schedule a phone session (schedule permitting) in which you will be charged at my hourly rate. Any scheduled phone sessions will be a minimum of 15 minutes in order to appropriately address your concern.

E-mail, voice mail, text messaging and fax communication can be easily accessed by unauthorized people, compromising the privacy and confidentiality of such communication. I use secure messaging through the Simple Practice Patient Portal whenever possible to protect your privacy, and I recommend that you contact me via this secure messaging option. Per office policy, text messaging is only allowed for administrative issues (scheduling, running late etc.). There should be no communication over text messaging regarding treatment matters. I cannot adequately respond to text messages regarding treatment matters, you will be asked to hold this information for the next session.

Limits of Confidentiality

I am currently a Licensed Marriage and Family Therapist with the State of Florida. The law protects the privacy of all communications between a client and therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form. There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and/or treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without 1) your (or your legal representative's) written authorization; 2) a court order; or 3) you informing me that you are seeking a protective order against my compliance with

a subpoena that has been properly served on me and of which you have been notified in a timely manner. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer, the insurance carrier, and the Department of Labor and Industries. There are some situations in which I am legally obligated to take actions and reveal some information about your treatment. These exceptions to confidentiality include the following:
 - If I believe a minor, elderly person, or disabled person is being abused, neglected, or living in a home where there is domestic violence, I am legally required to file a report with the appropriate state agency.
 - If I believe that a client is threatening serious bodily harm to another or to themselves I am legally required to take protective actions, which may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
 - If you are involved in a court case and/or your records are subpoenaed by the court. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future.

Professional Records

You should be aware that, pursuant to the Health Insurance Portability and Accountability Act (HIPAA), I am required to keep clinical records (Protected Health Information) of your treatment which include, but are not limited to therapy notes from each session, personal data, payment history, etc. With the exception of some circumstances, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information

that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else.

Electronic Records and Electronic Protected Health Information (ePHI)

The HIPAA Privacy Rule protects the privacy of individually identifiable health information, called protected health information (PHI), as explained in the Privacy Rule. The Security Rule protects a subset of information covered by the Privacy Rule, which is all individually identifiable health information a covered entity creates, receives, maintains or transmits in electronic form. The Security Rule calls this information "electronic protected health information" (e-PHI). The Security Rule does not apply to PHI transmitted orally or in writing.

Electronic records are subject to similar concerns and requirements as paper records. I keep electronic medical records on each patient. The 2005 HIPAA Security Rule provides specific guidance on managing electronic protected health information. It applies to practitioners who must comply with HIPAA and who store or transmit such information. The rule requires that I take special care in maintaining electronic records and that I conduct a risk analysis of specified issues and security measures appropriate for the practice. The electronic practice management company that I use takes reasonable efforts to maintain their service in a manner that includes appropriate administrative, technical and physical security measures designed to protect the confidentiality, availability and integrity of ePHI as required by HIPAA. The database is fully encrypted, access to the application is encrypted, data is backed up regularly at a SAS 70 Type II certified data center, strong passwords are required and changed frequently, all actions are logged which offers a strong audit trail, powerful firewalls protect the servers, allows ability to print a paper copy of medical file, and limited IP addresses are allowed to access the service.

I make reasonable and appropriate administrative, technical, and physical safeguards for protecting ePHI.

Including:

- (1) Ensuring the confidentiality, integrity, and availability of all e-PHI that I create, receive, maintain or transmit;
- (2) Identifying and protecting against reasonably anticipated threats to the security or integrity of the information;
- (3) Protecting against reasonably anticipated, impermissible uses or disclosures
- (4) Ensuring compliance by my workforce.

Minors and Parents Clients under 18 years of age (who are not emancipated) and their parents should be aware that the law may allow parents to examine their child's Clinical Record. Minors between the ages of 13 and 17 may independently consent to (and control the access of the records of) diagnosis and treatment in a crisis situation.

Privacy in psychotherapy is often crucial to successful progress, particularly with teenagers; therefore, it is usually my policy to request that parents allow for confidentiality between the minor and their therapist. However, parental involvement is also very important; therefore, during treatment it is helpful and important to periodically talk or meet with parents (either with or without the client) and provide parents with general information about the progress of the minor's treatment and attendance at scheduled sessions. Any other communication will require the minor's authorization, unless I feel that they are in danger or is a danger to someone else, in which case, I will notify the parents and/or appropriate others of my concern (please refer to the Limits of Confidentiality section). Before giving parents any information, I will discuss the matter with the minor, if possible, and do my best to handle any objections they may have. I am happy to discuss my procedures for treatment with minors further with parents.

Professional Consultation

I consult regularly with other professionals regarding my clients in order to provide you with the best possible service. Names and other identifying information are never mentioned; client identity remains completely anonymous and your confidentiality will be fully maintained.

Limits of Confidentiality in Couples or Family Work

In couples or family treatment, please be aware that information shared with me will be discussed with your partner or family if they are participating in treatment. I will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell me. At such times, it may be most appropriate for you to seek the support of an individual therapist who can consult with me regarding the broad issues, and not the specifics of your secret(s).

Policy Regarding Consent for the Treatment of a Minor Child

I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of a parent to give consent for psychotherapy, I will require that parent to submit supporting legal documentation, such as a custody order, prior to the start of services.

My role as your child's therapist is to provide support and help them attain therapeutic goals (i.e. decrease acting out behavior, develop coping skills, increase self-esteem etc.).

Please note that I am not a custody evaluator and will not make any determinations verbally or in writing regarding custody arrangements, opinions on parental fitness, or other topics involving custody. If your child is coming to treatment for issues involving divorce or custody arrangements, and you are seeking a treatment provider that specializes in custody evaluations, I am happy to provide you with referrals. Although I have worked with families and children adjusting to divorce, custody determination is not my specialty. In the situation of working with children in high-conflict divorce cases, I will likely refer out to a professional who specializes in this area.

When working with children I often take a Family Systems approach, meaning, I may ask to incorporate the family in treatment if I believe it will be beneficial for the child. Also, it may be the case that I ask the parent to meet with me individually for parent coaching or consultation between sessions with the child.

Insurance Reimbursement

I currently accept United Healthcare/Optum. You, as the client, are ultimately your responsibility to check coverage and out-of-pocket costs for services. If your insurance requires you to have a preauthorization or referral, you must provide these prior to your appointment. For in-network visits, you are responsible for the patient responsibility amount as determined by your plan. While prior to the visit we cannot guarantee which CPT code will be used, please feel free to ask your carrier about coverage and cost of our most common therapy codes: 90834 and 90837. For out-of-network visits, you will be billed at the provider's self-pay rate, and we can provide an invoice for you to submit to your insurance for reimbursement.

The Therapeutic Relationship

Because clients often disclose many deeply felt personal thoughts and experiences, the therapeutic relationship can become very close and important. Although this closeness is normal, it is necessary for all clients to recognize that I cannot at any time, during or after your course of therapy, be friends or engage in any business endeavors. Should we meet by chance on the street or at a social gathering, I will not approach you in an effort to maintain your confidentiality. If you choose to say hello I will gladly respond to you but will keep our conversation to a minimum to again preserve your privacy.

While talking about sexual thoughts or feelings may be a part of therapy for some people, actual sexual relations between clients and psychotherapists is NEVER ALLOWED. These boundaries are important for ethical, professional, and effective psychotherapy. If a client at any time has difficulties maintaining these boundaries in therapy, I reserve the right to refuse my services and will give appropriate referrals.

In sum, therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. Please discuss this with me if you have questions or concerns.

Medical Issues and Medication

Your physical health can have a profound influence on your emotional well-being. I urge you to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. You are also strongly encouraged to follow up on referrals for any additional services we may discuss. Similarly, it is your responsibility to keep current with your physical condition by receiving medical check-ups and/or care.

Medications can be quite helpful and in some cases are essential. I am not a medical doctor, I do not prescribe medications. However, I can assist you in learning more about medications, finding a psychiatrist, and coordinating your treatment with him or her.

Substance Use

You are asked to refrain from being under the influence of alcohol and/or recreational drugs during our sessions. If you choose to come to a session intoxicated, I might end our session early. I also may re-evaluate the feasibility of continuing our work together.

Frequency and Duration of Sessions

During the first few sessions, we will set up a schedule of appointments and tentatively work out how long you may need to continue in therapy to achieve your goals. Often, one day a week for three or four months is required, depending on how much work needs to be done and how much time you choose to invest. The length of time can be adjusted as new insights are made or new problems appear. In any case, how long you are in therapy is up to you. Part of my job is to help you develop a treatment plan, track your progress, and help you determine when it's time to end. Each session lasts approximately 50 minutes unless otherwise arranged.

Ending Treatment

Ending treatment is inevitable. Usually, we will work together to make the decision to end treatment when the time is right; however, either of us may terminate our work together if we do not think it is in your best interest to continue. However decided, ending treatment can and ought to be made a valuable part of the experience. I typically will ask that we meet for one or two sessions after an agreement to end therapy. Such sessions are usually quite rewarding, allowing us to review your goals and accomplishments, outline any further work to be done, and examine your options for the future. It is also important to discuss if you would like to take a vacation from therapy. We often can arrange for such time to be maximally productive if discussed in advance. In the future, if you feel the need to return to therapy as new issues arise, you are welcome to contact me and schedule an appointment. Going back to therapy is not a failure but instead it is an indication that you have learned to identify times when you could use some extra support and guidance in your life.

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