

Vivian Garcia, MEd
Licensed Mental Health Counselor

23 Main Street
Watertown, MA 02472

Patient Agreement, Privacy Practices, and Consent to Treat

This agreement contains important information about my professional services and business policies, as well as information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your protected health information (PHI) used for the purposes of treatment, payment, and health care operations. HIPAA requires that you be provided with a Notice of Privacy Policies for use and disclosure of PHI. If you have any questions or concerns, please discuss them with me immediately.

Psychotherapy Services

I provide individual and family counseling. Each individual and family requires an individualized approach, which we will develop collaboratively. The first 2-4 sessions will be an assessment and provide an opportunity for us to discuss your concerns and issues, as well as how we will work together. During this time, you should evaluate me as well. It is important that you feel comfortable with your therapist. If you have any questions or uncertainty about our work together, please discuss these doubts or concerns with me so that together we can be sure that you are selecting the best therapist to help you reach your goals.

Psychotherapy can have many benefits, including an increased sense of well-being and reduced feelings of distress, improved relationships, increased confidence in social and work settings, as well as solutions to specific problems. Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs and behaviors can be difficult and unsettling. Please be aware of these risks and be sure to discuss any difficulties you are having in response to your therapy with me directly.

Appointments

Appointments will ordinarily be 45-60 minutes in duration, once per week at a time we agree on, although sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule an appointment, 24 hours notice is required or you will be billed for the session. Insurance will not pay for missed appointments. If you are sick or otherwise unable to attend due to circumstances beyond your control, I will not expect you to pay for the missed session. However, if a pattern of cancellations emerges, you will be expected to pay for all scheduled appointments.

Record Keeping

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits of confidentiality discussed in the Privacy Practices form. Should you wish to have your records released, you are required to sign a release of information form which specifies what information is to be released and to whom. Records will be kept for at least years but may be kept for longer. Records will be kept either electronically on USB flash drive or in a paper file stored in a locked cabinet in my office.

Professional Fees

I expect payment at the beginning of each session unless we have made other arrangements in advance. My fee is \$125-150 for a fifty-minute session. In the event of a bounced check, you will be charged \$25. If the usual fee poses a financial hardship, please inform me so that we can discuss the possibility of a reduced rate. In addition to regular sessions, I will charge your regular fee for any other professional services you may require, including report writing, telephone conversations lasting more than 10 minutes, and attendance at meetings with other professionals you have authorized. I will provide a receipt on a monthly basis.

Health Insurance

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information which will become part of the insurance company files. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan on using your insurance, authorization from the insurance company may be required before they will cover counseling fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee to be covered by the client. Either amount is to be paid at the time of the visit by check or cash. Some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the client before the insurance company is willing to begin paying any amount for services.

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-

network providers. If you prefer to use a participating provider, I will refer you to a colleague.

Confidentiality

Your relationship with me is a professional one and what you say in therapy is confidential. However, if serious safety concerns emerge, I will disclose information as necessary. If I die or am incapacitated, your records will be released to a select team of licensed professionals who will contact you and be available to work with you. A more detailed description of my privacy practices is in the attached Notice of Privacy Practices.

Contacting Me

I can be reached by calling (781) 502-6646. While I am often not available immediately by telephone, I monitor my voicemail frequently and will return your call within 24 hours. If you feel you cannot wait for a return call or you are experiencing a psychiatric emergency, please call 911 or go to your nearest emergency room. When I am on vacation, another professional will be available should you have concerns that cannot wait until my return.

Consent to Counseling

Your signature below indicates that you have read this Agreement and agree to its terms.

Client Signature _____

Date _____