Informed Consent for Psychotherapy

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. You will also receive this form in its entirety and sign stating that you have read it and understand it.

**It is very important that you read this document thoroughly and take the time to ensure you understand it.** When you sign this document, it will represent an agreement between us. We can discuss any questions you have regarding this form now or at any time in the future.

**PROFESSIONAL BACKGROUND**

I received my Masters of Arts in Social Work from California State University Chico in 2010. I am licensed by the state of California Board of Behavioral and Social Sciences to practice psychotherapy as a Licensed Clinical Social Worker (LCSW). My license number is 76134. My experience involves working with youth in the juvenile justice system and community court schools and working in the medical community as a medical social worker in the hospital, home health and hospice. I have formal training in Domestic Violence, Mindfulness, EMDR and Traumatic Stress studies. I am continually engaging in educational trainings and opportunities to learn more. My experience in the medical community has built a foundation and knowledge base of elder adult issues, the role of traumatic stress in whole person health and wellness, issues of chronic illness, pain and end of life needs. I approach the therapeutic relationship from a client centered lens with an integrative treatment approach. This means that I work with each client to develop a unique treatment plan to address their specific needs. I do not utilize a one size fits all approach and I believe that the client is just as important in this process as the therapist is. I examine all aspects of a client’s perspective including the systems that impact them. Treating the whole person is an important aspect for me in my therapeutic engagement with clients. This means that all the parts that make up a whole person (mind, body and spirit) will be examined and appropriate recommendations may be made to engage all the parts that can facilitate wellness.

I perform psychotherapy services under the fictitious business name of Integrative Counseling and Trauma Recovery Center doing business as Kristin B Free, LCSW. I own this business and am the sole proprietor, meaning I am the only person who has any ownership privileges of this business.

For the purposes of this consent the word “client” is utilized to represent any individual or treatment group (family, couple etc.) participating in therapy services with me, as the Licensed Clinical Social Worker.
PSYCHOLOGICAL SERVICES
Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include, but are not limited to, experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, changes in sleep patterns, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. The process of psychotherapy may bring about changes that were not originally intended. The issues we examine together may bring about a desire to change certain aspects of your life such as education, housing, employment and relationships. Change may sometimes be quick and tolerable, but it may sometimes be gradual and frustrating.

Psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. It requires honesty, being open to change and being present at sessions. To be most successful, you must work on things we discuss during our sessions and outside of our sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. During this initial assessment phase, we will decide if working together feels like a good fit for each of us. Therapy involves a commitment of time, energy and money, so it is important to select a therapist you feel can address your specific needs. It is equally important that I, as the therapist, am able to address your needs through my professional training, skills and knowledge. I do not diagnose, treat or advise on problems outside of the scope of my competencies or the scope of my practice. If you could benefit from treatments that I cannot provide, I have an ethical obligation to assist you in obtaining those treatments and will make every reasonable effort to do so.

By the end of the initial evaluation period, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan together. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

There are many other alternative treatments to psychotherapy including but not limited to, massage therapy, acupuncture, body work, meditation and yoga that may bring about positive benefits. It is impossible to predict how you may respond to these other forms of support, but important to acknowledge that each has it’s own benefits and limitations.

CONFIDENTIALITY
Issues discussed in therapy are legally protected as both confidential and “privileged.” This means that your relationship with me as my client, all information disclosed in sessions, and the written records of those

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sessions are confidential and may not be revealed to anyone without your written consent. However, there are limits to the privilege of confidentiality. These situations include:

1. Suspected abuse or neglect of a child, elderly person or a disabled person. In these situations, the law requires me to make a report to the proper authorities. If this situation should come up during our sessions, I will make every effort to inform you of my need to file a report and we will discuss the clinical implications.

2. When I believe you are in danger of harming yourself or another person or you are unable to care for yourself.

3. If you report that you intend to physically injure someone, the law requires me to inform that person as well as the legal authorities. If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient. If the client threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

4. If I am ordered by a court to release information as part of a legal proceeding. In the case of a legal proceeding, you still have the right to assert “privilege” and prevent me from providing any information about your treatment. I will make every effort to ensure your records are not released to the courts without discussing the matter with you. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it. It is also important to note that in any case a judge may order the release of your records even if we assert privilege. In that case I will seek legal counsel and only provide the information that must be provided as required by law.

5. When your insurance company is involved, e.g. in filing a claim, insurance audits, case review or appeals, etc.

6. In natural disasters whereby protected records may become exposed.

7. As required by the Patriot Act of 2001 Section 215.

8. An investigative order from a state board, commission or administrative agency that oversees my work as a therapist.

9. If requested by a coroner for investigation purposes.

10. In instances of a lawsuit instigated by you against me, the therapist.

I find it helpful to consult other professional therapists in case consultation. Furthermore, The National Association of Social Workers code of ethics requires me to seek consultation in any area I may need support in. During a consultation, I make every effort to avoid revealing the identity of my clients. The consultant is also legally bound to keep the information confidential. If you don’t object, I will not tell you about these consultations unless I feel that it is important to our work together.

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 at our next
meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney. You may, at any time, discuss any concerns or questions you may have regarding confidentiality with me during session.

You acknowledge that a copy of the Notice of Privacy Practices (separate document) as required by the Health Insurance Privacy and Accountability Act (HIPPA) has been provided to you. You have been provided with a copy of that document and we have discussed those issues. Please remember that you may reopen the conversation at any time during our work together.

**By signing below, I am acknowledging that I have read and fully understand the confidentiality policy and limitations described above.**

Name (please print):  
Signature:  
Date:

**APPOINTMENTS, SCHEDULING AND CANCELLATION POLICY**  
Appointments will ordinarily be 50 minutes in duration, once per week at a time we agree on, although some sessions may be more or less frequent as needed and there may be times when you need a session that is longer than 50 minutes as is often the case with EMDR. The time scheduled for your appointment is assigned to you and you alone.

Missed and cancelled appointments pose issues for both of us. The work of psychotherapy can be challenging and there may be times, when the process feels challenging, that you may want to avoid coming. Should you feel this way, I encourage you to come to your session, even with your reservations, so we can discuss this and process this together. It is important to remember that this is sometimes a part of the process.

Because your session time is reserved for you and you alone, you will be billed for any sessions that you cancel with less than a 24-hour notice unless we both agree that the situation was emergent and unavoidable and we can fit you into another appointment time in that same week. Cancelling or rescheduling appointments must be done by telephone (530)531-3459. You may leave messages 24 hours per day. Other forms of contact, i.e. email, do not qualify as an approved form for cancellation. You will be billed a full session fee of $100.00 – not just a co-payment. *Insurance companies do not reimburse for failed appointments.* It is my policy that I will collect the full fee at the start of our next session.

If you are late for your session, I will wait 15 minutes. I understand that things happen that can sometimes interfere with our schedules despite our best intentions. We can still have a session if you show up late, but the session must end at the previously agreed upon time to respect other clients scheduled after you. You will still be billed for the entire 50-minute session.

**Initials __________**
PROFESSIONAL FEES
My fee schedule is as follows:

The standard fee for the initial individual intake is $135.00 and each subsequent 50-minute session is $100.00.

Family sessions are billed at $145.00 for the initial intake session and $110.00 for each subsequent 50-minute session.

Group sessions are billed at $60.00 per group.

90 minute EMDR sessions are billed at $150.00

Full payments or co-payment will be expected at the start of each session unless we have agreed upon a different payment arrangement. You can pay online with Visa, MasterCard, Discover or an HSA through the client portal prior to your appointment. This is preferred as it leaves more time in session for us to focus on the goals we have set. I accept cash, check and credit card. There will be a $25.00 processing fee for any returned check and I reserve the right to not accept future checks should this happen.

If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment. I encourage you to discuss any financial issues as they arise. I will allow a grace period of 2 business days. After that time, I will charge a $20 fee for late payments.

The code of ethics of my profession requires me to ensure you do not end up with a large bill that would create any undue hardship, therefore, I cannot allow clients to carry a balance of more than two unpaid sessions. If you are unable to pay your balance, I will discuss this with you and we will decide if it makes sense to pause your care or to refer you to other low cost services. I understand that issues may arise with clients that are unforeseeable and may create a financial hardship. I will be more than happy to discuss all viable options with you.

In addition to weekly appointments, it is my practice to charge this amount on a prorated basis (I will break down the hourly cost) for other professional services that you may require such as report writing, telephone conversations that last longer than 10 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me.

COURT POLICY
Please be advised that should the therapists and/or therapist interns of Integrative Counseling and Trauma Recovery Center be requested to write a letter on any court related matter, that they will not be stipulating in writing or in person as to an opinion. Therapists and/or interns may only provide observations and feedback. At no time will any therapists or therapist interns of Integrative Counseling and Trauma Recovery Center make a recommendation in regards to custody or any other court related matter.

If a court order is served and is requesting that a therapist or therapist intern of Integrative Counseling and Trauma Recovery Center be present in person and or there is a request for records, the client’s consent will be requested before turning over confidential information. When obtaining this consent, the client will be told exactly what has been requested by court and there is no guarantee that the information will be kept confidential. This includes a client’s mental health history; current status and inclusive records and may not be in the best interest of the client. The therapist client relationship does not render the therapist as an advocate.
COURT POLICY FEES

Please be advised that should a therapist or intern from Integrative Counseling and Trauma Recovery Center be ordered by court to write a letter to the court, the time shall be billed at $200 per hour.

Please be advised that should a therapist or intern from Integrative Counseling and Trauma Recovery Center be court ordered to appear in court, the fee stipulation is as follows:

- $2,000 per day plus $200 per hour for travel to and from the court.
- $200 per hour for preparation

All therapist’s and interns of Integrative Counseling and Trauma Recovery Center will NOT be ON-CALL at any time. Should a case be trailed, or continued, the therapist will be paid in full for each day as well as an additional $1,000 per day as it hinders the therapist’s or intern’s ability to be available to their other clients.

All court fees must be received by cashier’s check 7 days prior to the court date. Should the court, calendar the hearing for another date, the therapist or intern must be re-issued a new subpoena with the new court hearing date.

Should the therapists or interns be on vacation, the party initiating the court order must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.

By signing below, I am acknowledging that I have read and fully understand the court policy and stipulation, including but not limited to the fee structure for all related court matters.

Name (please print):

Signature: Date:

INSURANCE

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, my billing service and 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.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Managed Health Care plans such as HMOs and PPOs often require advance authorization, without which they may refuse to provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If these stipulations are imposed by your insurance company, we will discuss this as soon as it is known and you may choose at that time to continue therapy, but you will then be responsible for paying for therapy out of your own pocket at my rate per session.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. (Diagnoses are technical terms that describe the nature of your problems and whether they
are short-term or long-term problems). All diagnoses come from a book entitled the DSM-V. There is a copy in my office and I will be glad to let you see it to learn more about your diagnosis, if applicable. Sometimes I must provide additional clinical information such as treatment plans or summaries, or copies of the entire record (in rare cases). If you choose to utilize your insurance to pay your bill for services I provide, it may be in your best interest to review with your insurance company what information they will need to have and how they store that information. Some people choose not to utilize their health insurance for payment for the reasons listed above. I will provide you with a copy of any report I submit, if you request it. **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 to use your insurance, authorization from the insurance company may be required before they will cover therapy 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 (which is called co-insurance) or a flat dollar amount (referred to as a co-payment) to be covered by the patient. Either amount is to be paid at the beginning of each session.

In addition, some insurance companies also have a deductible, which is an out-of-pocket amount, that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. This will typically mean that you will be responsible to pay for initial sessions with me until your deductible has been met; the deductible amount may also need to be met at the start of each calendar year. Once we have all the information about your insurance coverage, we will discuss what we can reasonably expect to accomplish with the benefits that are available and what will happen if coverage ends before you feel ready to end your sessions.

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by my provider contract.

If I am not a participating provider for your insurance plan, you may be able to utilize my services as an out of network provider. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, you will need to contact your insurance company to get a list of in network providers.

While I will make every effort to work with your insurance company for reimbursement, ultimately, you are responsible for the full payment of the services provided and you are responsible for understanding how your insurance company will cover and reimburse services.

**COMMUNICATIONS**

I do have a professional email address through Hushmail that allows for secure messaging. Regular email is not a HIPPA compliant communication system that protects your privacy. There is always a risk in using any type of electronic communication (fax, email, text and web based). I do understand that for some people electronic messaging is a preferred method of communication. For that reason, I have developed an electronic communications consent form that I will ask you to sign if you would like to communicate with me via electronic means. We will discuss preferred methods of communication and how to do so in a way that protects your privacy during our initial assessment. In no way are you required to communicate through electronic means.
If you need to contact me between sessions about a clinical matter and would like a quick response, please call me at (530)531-3459. I check my messages multiple times throughout the day and will make every effort to get back to you within 24 hours. I am unable to offer crisis intervention services. You are always welcome to contact me and I encourage you to do so if you need my support, but I cannot guarantee that I will be able to respond immediately.

Should you find yourself in a crisis situation, there are local 24-hour support services available to you through Butte County Behavioral Health at (530)891-2810 or you can go to the nearest emergency room. Please note, unless I have a signed written consent form from you, I will not be able to provide care coordination services of any kind with any of these agencies as it would be a breach of your rights to confidentiality.

I do not charge for phone conversations that are 10 minutes and under. If you do require more intensive phone support services between session I will charge for my time at a prorated rate of my hourly fee of $100. If we find that you are needing more support during the week, we may need to schedule more sessions as needed.

DUAL RELATIONSHIPS
It is clearly stated in the National Association of Social Workers Code of Ethics that as clinicians we are to avoid all types of dual relationships. Psychotherapy never involves sex, exploitation, friendship outside of the therapeutic relationship or business engagements as these are illegal, unethical and could threaten the objectivity of the therapeutic relationship. It is possible that during the course of treatment I may become aware of other preexisting relationships or conflicts of interest. If I do become aware of any type of situation that could compromise our relationship I will do my best to resolve these situations ethically. This may involve me bringing the conflict up with you so that we can make a decision about how to proceed with treatment in a way that keeps your best interest at the center. In some instances, termination may be necessary, but that would be discussed with you and every effort for a seamless transition of care would be made.

If you live locally, there is a likely possibility that we may encounter each other in public. This is unavoidable in small communities. To protect your privacy, I will not initiate contact or acknowledge that I know you. If you choose to say hello, I will respond with a simple hello, but you should know that this may open the door for questions from any people you are with and could breach your rights. I will only respond with a cordial hello and simple acknowledgement as I do not discuss any part of my work outside of my office. You may also choose not to acknowledge me at all and that is perfectly acceptable. It is entirely your choice and whatever choice you make, there will be no judgement made. Your rights to confidentiality are the most important part of our relationship and I will respect that, always.

TERMINATION OF THERAPY
Ideally, we will reach a place in our relationship where you will no longer need me and that is always the goal. With that in mind, we will begin discussing termination of the therapeutic relationship at the very beginning of therapy. You will be asked to determine what will constitute you no longer needing my supportive services and we will discuss this often. This is a fluid process and there are many factors that can change it. It would be impossible and lengthy to list all of those here. The therapeutic process is different for each client. Some situations may be resolved in a short period of time and some may require more extensive therapy. Either way, termination is a mutual process. If at any time during your treatment, you are unable to proceed with therapy for any reason, I would ask that you come for at least two more sessions so we can plan for this together.
If during our work, I assess that I am not effective in helping you to achieve your goals, I will discuss this with you and termination of treatment may be initiated at that time. If you require transfer to another professional who may be better suited to meet your needs, I will assist with that process. Your responsibility is to make a good faith effort to fulfill the treatment recommendations to which you have agreed. If you have any concerns or reservations at any time during treatment I encourage you to express those immediately so that we may resolve those issues or plan to address them in other ways. You always reserve the right to terminate treatment at any time.

The National Association of Social Workers Code of Ethics requires me to make every effort possible to avoid any type of abandonment of my clients and I take this very seriously. However, there are always situations that could happen that are unpredictable and out of our control. In the event of my becoming seriously ill or of my death, I have prepared a professional will and there is a trusted colleague who will take care of my clients ensuring that their needs are met and they are connected to other therapists who can address their needs.

Additionally, I reserve the right to terminate a client who becomes verbally or physically abusive, threatening or harassing to me or any members of my family immediately. Repeatedly coming to sessions under the influence of drugs or alcohol, bringing weapons to sessions or the use of the therapeutic relationship to commit illegal crimes are conditions for termination of services. Failure or refusal to pay for services after a reasonable amount of time is another condition for termination of services.

**SOCIAL MEDIA POLICY**

I maintain professional and personal social media accounts. For this reason, the way I conduct myself online and in regards to my business is explained in a separate policy that I will ask you to read and sign.

**PROFESSIONAL RECORDS**

I am required by law to keep appropriate records of the psychological services that I provide. I choose to utilize a practice management system that keeps client records in the form of electronic health records. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, your billing records and all forms you have signed. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. You also have the right to request that a copy of your file be made available to any other health care provider at your written request.

Using practice management software and maintaining electronic health records provides the added bonus of allowing clients to schedule appointments online, make changes to an already scheduled appointment, and even pay with a credit card or health savings account (HSA) card prior to the appointment. It also provides you the opportunity to review and sign the treatment plan we develop. You have the option to have reminders sent to you to ensure you remember your scheduled session via text or email. We will discuss this option in detail.
OFFICE POLICIES
Please turn your cell phone to silent mode upon entering the building and do not talk on cell phones in any part of the office building. If you need to make a call, please step outside of the building.

TREATMENT CONCERNS
I am committed to providing you with the highest quality care. If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients. If you believe that I have been unwilling to listen or respond, or that I have behaved unethically, you may contact my licensing board, The Board of Behavioral Sciences, and they will provide a review of the services I have provided.
Board of Behavioral Sciences
www.bbs.ca.gov
1625 N Market Blvd # S200
Sacramento, CA 95834
(916)574-7830

ACKNOWLEDGEMENT
By signing this Informed Consent for Psychotherapy, you acknowledge that you have read and understood this policy statement and you have had your questions answered to your satisfaction. This form represents an agreement between us that we will both honor the provisions put forth. You agree to abide by these provisions and hold me free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from treatment.

I accept, understand and agree to abide by the contents and terms of this agreement and further, consent to participate in evaluation and/or therapy. I understand that I may withdraw from therapy at any time. I have also received a copy of the Notice of Privacy Practices which describes how medical information about me may be used and disclosed and how I can get access to this information.

If I am signing this form electronically I acknowledge that I have read and fully understand the limits to confidentiality, the cancellation policy and the court policy and fee structure and my single signature here represents this fact.

Name (please print) ____________________________________________

Client Signature: ____________________________________________ Date: _______________

Therapist Signature: _________________________________________ Date: ________________