

## INFORMED CONSENT

### **Introduction**

This Agreement is intended to provide \_\_\_\_\_ [client name] (herein referred to as Client) with important information regarding the practices, policies and procedures of Judi Mackey, MA, LMFT (herein referred to as the "Therapist) to clarify the terms of the professional therapeutic relationship between the Therapist and the Client. Any questions or concerns regarding the contents of this Agreement should be discussed with the Therapist prior to signing it.

### **Confidentiality**

The information disclosed by the Client is generally confidential and will not be released to any third party without written authorization from the Client, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, when a patient makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another.

### **Sessions and Appointments**

A standard psychotherapy session runs for fifty minutes. This allows times for writing progress notes, thinking about the just completed therapy session, returning phone calls, and taking a short break so that the Therapist is alert and ready for the next client. In the event the Client must cancel or reschedule a session, it is important that the Therapist be informed as soon as possible so that another client can use that time. The Therapist asks that the Client provide 24 hours notice of any cancellation or need to reschedule an appointment for a later date. In the event that unexpected circumstances prevent the Client from giving 24 hours notice, the usual session fee will be changed.

### **Fees and Fee Arrangements**

The agreed upon fee between the Therapist and the Client is \$150.00, unless Client is a member of Kaiser Permanente or Tricare West in which the Client will follow insurance guidelines for payment. In all other cases the Therapist reserves the right to periodically adjust the fee. The Client will be notified of any fee adjustment in advance. From time-to-time, the Therapist may engage in telephone contact with the Client for purposes other than scheduling sessions. The Client is responsible for payment of the agreed upon fee for any telephone calls longer than ten minutes. In addition, from time-to-time, the Therapist may engage in telephone contact with third parties at the Client's, or the Client's, request and with advance written authorization. The Client is responsible for payment of the agreed upon fees for any telephone calls longer than ten minutes.

Clients are expected to pay the full amount of the fee at the end of each session, or as agreed to by the parties involved, or the insurance company guidelines. The Therapist must operate on strict cash or check basis (also use apps such as Venmo, Cash App, PayPal, and Zelle, some have a small fee attached), with a superbill made available if

the Client would like to submit to insurance for reimbursement (other than KP and Tricare). If the Client's check is returned for non-sufficient funds, the Client will be responsible for the session fee, plus a \$15 nonsufficient funds charge. This payment must be made in cash or money order.

### **Therapist Availability**

The Therapist's phone number is confidential and has a voice mail system that allows the Client to leave a confidential message at any time. The Client may also leave an email or text message, with non-confidential information in order to protect privacy. The Therapist will make every effort to return calls/texts/emails within 24 hours (or by the next business day), but cannot guarantee the calls will be returned immediately. The Therapist is unable to provide 24-hour crisis service. In the event that Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911, or go to the nearest emergency room.

### **Records and Record Keeping**

Therapist may take notes during session, and will also produce other notes and records regarding the Client's treatment. These notes constitute the Therapist's clinical and business records, which by law, the Therapist is required to maintain. Such records are the sole property of the Therapist. The Therapist will not alter his/her normal record keeping process at the request of any client. Should the Client request a copy of the Therapist's records, such a request must be made in writing. The Therapist reserves the right, under California law, to provide the Client with a treatment summary in lieu of actual records. The Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. The Therapist will maintain the Client's records for ten years following termination of therapy, or when the Client is 21 years of age, whichever is longer. However, after ten years, the Client's records will be destroyed in a manner that preserves the Client's confidentiality.

### **Client Litigation**

The Therapist will not voluntarily participate in any litigation, or custody dispute in which the Client, and another individual, or entity, are parties. The Therapist has a policy of not communicating with the Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in the Client's legal matter. The Therapist will generally not provide records or testimony unless compelled to do so. Should the Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the Client, the Client agrees to reimburse the Therapist for any time spent for preparation, travel, or other time in which the Therapist has made him/herself available for such an appearance at the Therapist's usual and customary hourly rate.

### **Psychotherapist-Patient Privilege**

The information disclosed by the Client, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between the Therapist and the Client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the client is

the holder of the psychotherapist-patient privilege. If the Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, the Therapist will assert the psychotherapist-patient privilege on the Client's behalf until instructed in writing, to do otherwise by a person with the authority to waive the privilege on the Client's behalf. When the client is a minor child, the holder of the psychotherapist-patient privilege is either the minor, a court appointed guardian, or minor's counsel. Parents typically do not have the authority to waive the psychotherapist-patient privilege for their minor children, unless given such authority by a court of law. The Client should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. The Client should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

### **Termination of Therapy**

The Therapist reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Client needs are outside of Therapist's scope of competence or practice, or the Client is not making adequate progress in therapy. The Client, has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the Therapist will generally recommend that the Client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done. The Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the Client.

### **Acknowledgement**

By signing below, the Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. The Client has discussed such terms and conditions with the Therapist, and has had any questions with regard to its terms and conditions answered to the Client's satisfaction. The Client agrees to abide by the terms and conditions of this Agreement and consents to allow the Client to participate in psychotherapy with the Therapist. Moreover, the Client agrees to hold the Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

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Client Name (Please Print)

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Signature of Client

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Date