## ELISE BRAGANZA, LMFT

Licensed Marriage & Family Therapist

## Consent for Treatment

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by the therapist and the client. This frame helps to create the safety to take risks and the support to become empowered to change and grow. As a client in psychotherapy, you have certain rights that are important for you to know, as the main goal is your overall well-being. There are also limitations to those rights that you should be aware of.

<u>Risks and Benefits:</u> Psychotherapy is a process in which we explore many issues, events, experiences, and memories for the purpose of creating positive change so that you may achieve healing and experience life in positive ways. The outcome of your treatment depends largely on your willingness to engage in the therapeutic process that may result in surprising discomfort. Reaction to psychotherapy can manifest in verbal, nonverbal, and behavioral ways. Outside of therapy, you may appear calmer, more cooperative, and settled. You may also experience uncomfortable levels of feelings such as anger, frustration, helplessness, or sadness. Therapy often leads to healthier relationships, resolutions to specific problems, significant reduction in feelings of distress, and increased feelings of overall well-being and insight. While there is no guarantee of what you will experience, the goal and hope is that by working together, we will achieve the goals and benefits that are desired. If at any time you have questions or concerns regarding the services you receive, you are strongly encouraged to discuss them with me. I will answer any questions you have about the nature of the therapeutic process in which you will partake.

## Notice for Legal or Opinionated Letters:

I will not write any letters requiring opinions or recommendations in legal matters or other similar situations. I will not voluntarily participate in litigation.

<u>Confidentiality</u>: Confidentiality is essential to the therapeutic process. The privacy of all communication between a client and therapist is protected by law. As your therapist, I cannot tell anyone who my clients are, what is said in therapy, or release any information about our work together without a signed authorization to release information. There are some important exceptions to confidentiality. As a mandated reporter I am legally obligated to report the following situations.

- 1. Child Abuse If I have reason to suspect that a child is being abused or neglected, I am required to report to the appropriate agency.
- 2. Elder and Dependent Adult Abuse If I have reason to suspect that an adult over 65 or a dependent adult aged 18-64 is being abused, I am required to report to the appropriate agency.
- 3. Intent to Harm If you report your intent to harm another individual, I am required to take protective actions which may include informing law enforcement and the intended victim. This includes pregnant women who report using drugs.
- 4. Suicidality I am legally allowed to break confidentiality in order to take protective measures if I believe you are in danger of harming yourself. This may include contacting family members or others who can provide protection or to seek hospitalization for you.
- 5. Insurance Providers I may provide third-party payers requested information regarding services. These include, but are not limited to: types of service, dates/times of service, diagnoses, treatment plans, and progress of therapy.

6. Consultation - In the event I am collaborating or coordinating the proper treatment for you, or find the need to consult with other professionals in their area of expertise, I may share information about you without disclosing your name as part of professional consultation.

Social Media and Out-of-Office Relationship: Due to the importance of your confidentiality and the importance of minimizing unethical dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, Instagram, LinkedIn, etc.). In the event that we see each other accidentally outside of the therapy office, I will not acknowledge you first. I believe that allowing you to make the choice to acknowledge me first, protects your confidentiality and privacy.

Additional Limits of Confidentiality via Electronics: While using every reasonable means to protect and encrypt conversations and records of treatment, when doing therapy by internet or other electronic means, such encryption, cannot be guaranteed. By agreeing to engage in therapy or communication by internet or other electronic means, myself and you, the client will each assure that any text messages or recorded discussions will be destroyed within fifteen days of receipt. You, the client, are encouraged to protect your own confidentiality by controlling access to your communications with me - such as by using passwords only known by you, controlling access to your computer, text messages and voicemails, deleting data as agreed to, etc.

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Record Keeping: I am required by law to keep treatment records. These records are the sole property of the therapist. If you should request a copy of your records, the request must be made in writing. I reserve the right, under California law, to provide a summary in lieu of actual records. I will keep records for seven years from the discharge date of psychotherapy. At that time they will be destroyed in a manner that preserves client confidentiality.

Sessions: Psychotherapy sessions typically last 45–55 minutes. During in-person sessions, I will have a clock within view so that you may take note of the time during your session. During Telehealth sessions, you may want to note the time on your own.

Due to the California Board of Behavioral Sciences' (BBS) regulations, I am unable to provide mental health services while a client is out of the state of California.

Medicare: I have excluded myself and chosen the opt-out option from Medicare services and coverage. I will not provide a Superbill for services if requested to be submitted to Medicare for reimbursement or coverage.

<u>Cancellation Policy</u>: Your regular attendance is part of your commitment to the psychotherapy process. Sessions are typically scheduled on a consistent day and time, which is then reserved for you as my commitment to that process. There is a 24-hour notice cancellation policy whereby a minimum of 24-hours is required for rescheduling or canceling an appointment. A no show or late cancellation fee may be applied if notice is given under 24-hours. This fee is listed in your Good Faith Estimate and is not covered by your insurance. Payment in full for the no-show/late cancellation session is expected before your next appointment. Should these fees go delinguent beyond two sessions, therapy may be terminated. If for some reason you find that you are unable to continue paying for therapy, please inform me so I may help you consider options or referrals that may be available to you.

Kaiser Members: The client may lose their appointment time and services after three (3) late cancel/no shows within a year. The no show/late cancellation fee is not applicable to Kaiser members.

Fees and Financial Terms: Fees are due at each therapy session. Your fee for service is indicated in your Good Faith Estimate. Only a debit/credit/HSA/FSA card on file is accepted as payment and is required to schedule a session. Additional fees may be charged for services performed outside the therapy session (i.e. phone

consultations, collaborating treatment, legal proceedings, etc.) and may be at a different rate to be discussed prior to providing that service. It is your responsibility to pay any deductible amount, co-pay/co-insurance amount, or any other balance not paid by your insurance the day and time service is provided. In the event payments are not received within 60 days of being billed, a 1½% (18% APR) service charge may be added to your account, in addition to any collection charges. I am able to provide a Superbill to you for services completed, should you want to submit to your insurance for reimbursement. I am not responsible for knowing, understanding, communicating with your insurance provider, or submitting any reimbursement forms on your behalf to your insurance provider.

<u>Telephone and Emergency Procedures:</u> You can reach me by calling my confidential voicemail at (925) 255-5569. I check my voicemail regularly and will make every effort to contact you within 24-hours. Please note that phone calls that go beyond 15 minutes may be charged at your hourly session rate, prorated for the time used. I am unable to provide 24-hour crisis service. In the event that you are feeling unsafe, highly distressed, or you require immediate medical or psychological assistance, contact one or more of the following:

- Call The Contra Costa Crisis Hotline 24/7 at 988, (800) 273-8255, or text 'HOPE' to 20121
- Call or go to the nearest Emergency room
- Call 911

<u>Termination:</u> I reserve the right to terminate therapy for reasons that include, but are not limited to:

- Failure to follow treatment recommendations
- Failure to participate in therapy, or sporadic attendance
- If you have missed (no-show) two consecutive appointments without notification
- Conflict of interest
- If your issues are out of my scope of competence or practice

If either you or I decide to terminate therapy, one or possibly more termination sessions are recommended. These sessions are intended to facilitate a positive termination experience and to reflect on the work that has been done. I will also attempt a smooth transition to another therapist by offering referrals to other therapists in the area if applicable, as well as collaborating treatment with another therapist regarding psychotherapeutic work that had been done within our sessions.

In the event of my incapacitation or death, the Executors of my Professional Will will be licensed therapists working within the Silver Fern Child & Family Therapy, Inc. Group Collective. They will contact you regarding this information and how to proceed with treatment should you desire ongoing mental health treatment.

<u>Acknowledgement:</u> I have read this statement, asked any questions that I have regarding it's content, and understand and agree to the information on this form. I agree to abide by the terms and conditions of this agreement and consent to treatment by Elise Braganza, LMFT. I agree to hold Elise Braganza, LMFT 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.

NOTICE TO CLIENTS: The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of marriage and family therapists. You may contact the board online at <u>www.bbs.ca.gov</u>, or by calling (916) 574-7830.

Client Name (please print)

**Client Signature** 

Date