



## **Kimberly Warner-Getskow, LMFT**

*Licensed Marriage and Family Therapist*

*Valencia, California*

*CA License No. LMFT92540*

*(661) 367-1006*

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## **Office Policies & Agreement for Psychotherapy Services (Informed Consent for Psychotherapy)**

***This form provides you, the client/patient, with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to HIPAA preemptive analysis.***

### **Introduction**

This Agreement is intended to provide you (herein referred to as "Patient") with important information about the practices and policies of Kimberly Warner-Getskow LMFT (herein referred to as "Therapist") and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns about the contents of this Agreement should be discussed with Therapist prior to signing it.

### **Therapist Background and Qualifications**

Therapist has been practicing as a marriage and family therapist (MFT) since 2008. Therapist's theoretical orientation can be described as Humanistic-Existential which is a present-focused psychotherapy that involves focusing on the patient's purpose in life and desire to work towards personal insight and self-actualization. An integral component of this style of therapy includes the Therapist's ability to conduct therapy with the Patient by examining the Patient's subjective or conscious experience without any judgment, bias, expectation, or comparison.

### **Risks and Benefits of Therapy**

Psychotherapy is a process in which Therapist and Patient discuss a myriad of issues, experiences and goals for the purpose of creating positive change so Patient can experience life more fully. It provides an opportunity to more deeply understand oneself and any difficulties one may be experiencing. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular issues being addressed, as well as many other factors. Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. Therapist will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, or experiencing anxiety, depression, insomnia, etc. Therapist may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, Therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and her assessment of what will best benefit you. These approaches include, but are not limited to: existential, humanistic, behavioral, cognitive-behavioral, cognitive, psychodynamic, family systems, developmental (adult, child, family), or psycho-educational. Therapist provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as

these activities do not fall within her scope of practice. There is no guarantee therapy will yield any or all of the benefits above. It may involve some discomfort, including recalling and discussing unpleasant feelings or experiences, and may evoke strong feelings of sadness, anger, fear, or other negative emotions. At times Therapist may challenge Patient's perceptions and offer different perspectives. Issues the Patient presents may result in unintended outcomes, such as relationship change. Any decision as to his/her personal relationships is Patient's responsibility. During the therapy process, many find that they feel worse before they feel better; this is normal. Patient should discuss any concerns with Therapist.

### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. Therapist regularly participates in clinical/ethical/legal consultation with appropriate professionals and when clinically relevant. In such consultations Therapist will not reveal any personally identifying information regarding Patient.

### **Records and Record-Keeping**

Therapist generates notes/records regarding Patient's treatment. These constitute Therapist's clinical and business records, which Therapist must maintain by law, and are the sole property of Therapist. Should Patient request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patient with a treatment summary in lieu of actual records. Therapist also may refuse to produce a copy of the record under certain circumstances but may, as requested, provide a copy of the record to another treating healthcare provider. Therapist will keep Patient's records for 10 years after termination of therapy, or if treating a minor Patient, 10 years post the minor turning 18. Patient's records will then be destroyed in a manner preserving Patient's confidentiality.

### **Confidentiality**

The information disclosed by Patient is generally confidential and will not be released to any third party without written authorization from Patient, 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 patient is dangerous to him/herself or the person or property of another. Please refer to the **Notice of Privacy Practices** for a more inclusive explanation of confidentiality and exceptions to such confidentiality.

### **"No Secrets" Policy in Couples Counseling**

I practice by the standards set forth by the American Association of Marriage and Family Therapy. I consider the couple (the treatment unit) to be the Patient. If we contract for couple's therapy and either partner calls or emails me, the contact and information discussed in that contact may be addressed in the next session at the discretion of the Therapist. This "no secrets" policy is intended to allow me to continue to treat the couple by preventing, to the best extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being served. Thus, if you feel it necessary to talk about matters that you absolutely do not want to be divulged to your partner, you may want to consult with an individual therapist who can treat you individually regarding those matters.

### **E-mail, Cellular Texting, and Computers**

It is very important to be aware that computers and email communication can be relatively easily accessed by unauthorized people, even when encrypted and protected by firewall and anti-virus software, and hence can compromise the privacy and confidentiality of such communication. Emails, in particular, are vulnerable to unauthorized access due to the fact that Internet servers have unlimited and direct access to all emails that go through them. It is important that you be aware that emails and important texts are part of the medical records. Additionally, Therapist's emails are not encrypted. Therapist's computers are equipped with a firewall, virus protection, and password-protected. On a regular basis, patient records are also backed up to an external hard drive and kept in a secure location. Please notify Therapist if you decide to avoid or limit in any way the use of any or all communication devices, such as email or cell phone. I understand that there are sometimes situations in which sending a text (SMS) message is the only way to contact me. Please be advised that these messages are in no way confidential and are also not guaranteed in any way to reach me. If I do not respond within five business days it is reasonable to assume that I did not intercept your message. If you communicate confidential or private information

via email or texting, Therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted by an unauthorized user, and will honor your desire to communicate on such matters via email/text. Please do not use email/texting for emergencies.

### **Social Media**

- **Friending**

I do not accept friend or contact requests from current or former patients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding patients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

- **Following**

I do not follow current or former patients on blogs, Instagram, Facebook, Twitter, or any other social media site. I believe casual viewing of clients' online content outside of the therapy hour can be misleading. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together during the therapy hour.

- **Interacting**

Even though it may be difficult to reach me by phone, it is the best way to do so. You may also send an email. Please do not use posting or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you need to contact me between sessions, the best way to do so is by phone.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation or custody dispute in which Patient and anyone else are parties. Therapist has a policy of not communicating with Patient's attorney and will generally not write or sign letters, reports, or declarations to be used in Patient's legal matter, and will generally not provide records or testimony unless compelled to do so. If Therapist is subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Patient agrees to reimburse Therapist for time spent for preparation, travel, or other time in which Therapist has made herself available for such appearance at the fee agreed upon by Therapist and Patient.

### **Psychotherapist-Patient Privilege**

The information disclosed by Patient and any records created are subject to the psychotherapist-patient privilege under the law, akin to the attorney-client or doctor-patient privilege. Typically the Patient is the holder of the psychotherapist-patient privilege. If Therapist is subpoenaed for records or deposition or court testimony, Therapist will assert the privilege on Patient's behalf until instructed in writing to do otherwise by Patient or Patient's legal representative. Patient should be aware that he/she may be waiving psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Patient should address any concerns regarding the psychotherapist-patient privilege with his/her attorney.

### **Minors in Therapy**

If you are under eighteen years of age, please be aware that the law may give your parents or guardians the right to obtain information about your treatment and/or examine your treatment records. In general but with some age

restrictions, if you access therapeutic services out of your own volition, and are deemed capable to act without parental consent, you will have confidentiality rights that mirror those of adult patients. In most cases where deemed appropriate I will provide parents/caregivers only with general information about our work together subject to your approval, or, if I feel it is important for them to know in order to make sure that you and people around you are safe. If I think it is appropriate, I will involve them if I feel that there is a high risk that you will seriously harm yourself or another/others. Before giving them any verbal or written information, I will discuss the matter with you, if possible. I will do the best I can to resolve any differences that you and I may have about what I am prepared to discuss.

### **Fee and Fee Arrangements**

The agreed-upon fee between Therapist and Patient is \$200 per 50-minute session. **Please note that a “Therapy Hour” is a 50 minute session and must begin and end on time in order to provide you with your full session.** Longer sessions may be charged pro rata. Therapist reserves the right to periodically adjust this fee and will notify Patient in advance of a fee adjustment. The fee may also be adjusted by contract with insurance or managed care organizations or by agreement with Therapist. Patient is to pay for services at time rendered, by cash or check. Occasionally Therapist may speak by phone with Patient for purposes other than session scheduling. Patient will pay the agreed-upon fee (on a pro-rata basis) for calls longer than 10 minutes. Telephone conversations, site visits, writing and reading of reports, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Therapist if any problems arise during the course of therapy regarding your ability to make timely payments. Therapist reserves the right to increase fees at any time. She will notify her clients of any fee increases within a reasonable amount of time. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Therapist can use legal or other means (courts, collection agencies, etc.) to obtain payment. Cash, checks, and credit cards are accepted (VISA/MASTERCARD/ DISCOVER/AMEX). Please note that there is a 2.7% transaction fee for all credit card transactions. Also note that billing statement from a credit card company will list “Kim Warner-Getskow” as institution purchased from. Patient will be responsible for paying a \$39 Insufficient Funds fee in the instance of a bank returned check.

### **Insurance**

Patient is responsible for all fees not reimbursed by his/her insurance or managed care company or any other third-party payor, including but not limited to the patient’s insurance co-pay. Co-pay is remitted directly to the Therapist. Patient is responsible for verifying and understanding the limits of his/her coverage, as well as co-payments and deductibles. Therapist is a contracted provider with MHN Health Net & Kaiser and has agreed to a specified fee. If Patient wishes to use benefits of his/her health insurance, Patient agrees to inform Therapist in advance. If a portion of Patient’s therapy costs are covered by insurance, the insurance company will require, at minimum, diagnosis and dates of service, and may also require a written progress report and treatment plan. When Patient signs his/her insurance claim form, he/she waives the right to confidentiality and grants the insurance company access to his/her records. If Therapist is not a contracted provider with Patient’s insurance/managed care company and Patient wishes to use his/her insurance, Therapist will provide Patient with a statement which Patient can submit to a third-party payor to seek reimbursement of fees already paid. Please note that some insurance companies do not cover couples therapy and that it is the responsibility of the patient to determine the limitations of their insurance policy.

### **Cancellation Policy**

Patient is responsible for payment of the agreed-upon fee for missed (“no-show”) session(s) or any session(s) for which Patient failed to give Therapist a minimum of **24 hours notice of cancellation**. Cancellation notice should be left on Therapist’s time-stamped voicemail at (661) 367-1006. Insurance companies generally do not pay for missed, late, or canceled sessions. Therefore, if Patient is using his/her insurance to cover any therapy costs, Patient will be responsible for the full fee for such missed or late-canceled sessions, not just the co-pay amount.

### **Therapist Availability**

If you need to contact Therapist between sessions, please leave a message at (661) 367-1006 and your call will be returned as soon as possible. Therapist has a confidential voicemail system and Patient may leave a message at any time. Therapist will make every effort to return non-urgent calls within 72 business hours, but cannot guarantee calls will be returned immediately. Patient will be given notice in the event of the Therapist’s absence, such as being out of

town. Therapist is unable to provide 24-hour crisis service. If Patient is feeling unsafe or needs immediate medical or psychiatric evaluation, he/she should call 911 or go to the nearest emergency room.

### **Emergency Procedures**

Due to not being able to provide 24-hour crisis services please adhere to the following emergency protocol. If unable to reach Therapist refer to your crisis plan/safety plan (if applicable). Obtain emergency services through calling 911 or going to the nearest emergency room.

### **Dual Relationships**

In general, dual or multiple relationships hold the potential to be unethical and are typically avoidable. Therapy *never* involves sexual or any other dual relationship that impairs Therapist's objectivity, clinical judgment or can be exploitative in nature. Therapist will never acknowledge working with anyone without his/her written permission. Therapist will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships.

### **24 Hour Clean and Sober Policy**

Patients are expected to remain sober for 24 hours prior to our session. I assert the right to terminate any session if I believe that a patient is under the influence or has used substances within the past 24 hours that impairs his/her ability to participate in treatment. If the session is terminated due to substance use, it is considered a no-show and the client will be charged the regular session fee.

### **Termination of Therapy**

Therapist reserves the right to terminate therapy at her discretion, for reasons including but not limited to untimely fee payment, noncompliance with treatment recommendations, conflict of interest, failure to participate in therapy, or Patient needs are outside of the Therapist's scope of practice or competence. Patient also has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate, Therapist will usually recommend Patient participate in at least one termination session to facilitate a positive termination experience and allow both parties to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist or other appropriate source by offering referrals to Patient.

**Acknowledgment of Office Policies & Procedures (Informed Consent)**

By signing below, Patient acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Patient has discussed the terms and conditions with Therapist and any questions have been answered to Patient’s satisfaction. Patient agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Patient agrees to hold 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.

\_\_\_\_\_  
Patient Name (please print)

\_\_\_\_\_  
Signature of Patient (or authorized representative)

\_\_\_\_\_  
Date

**I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company, or any other third-party payor.**

\_\_\_\_\_  
Name of Responsible Party (please print)

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date