

# **Julie Machado, MFT**

*Licensed Marriage & Family Therapist, MFC27937*

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## **INFORMED CONSENT**

**Introduction** This document is intended to provide important information to you (client) regarding your treatment. Please read it carefully and ask me any questions that you may have regarding its contents prior to signing it.

**Therapist Background and Qualifications** I, Julie Machado, MFT, have been practicing as a licensed marriage and family therapist (LMFT) since 1991, working mostly with adolescents, adults and families. My theoretical orientation is holistic and practical, using aspects of the following counseling theories: family systems, psychodynamic, cognitive and solution-focused (and others). I also use the Enneagram, Brainspotting, and have advanced training and experience in Nutritional Therapy. Your comfort with your therapist is one of the most important predictive factors for successful treatment. Feel free to ask me questions any time about my experience.

**Confidentiality** The information disclosed by clients 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. There are exceptions to confidentiality:

1. Instances of suspected child or elder abuse, or dependent adult abuse.
2. If the therapist learns of 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.
3. If you sign a Release of Information as part of your insurance form or if you are referred by an EAP or managed care company that requests information.
4. If you sign a Release of Information for me to share info with specific others.
5. If there is a court order for the therapist to appear or to produce records.
6. The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the client that the FBI sought or obtained the items under the Act.
7. Therapist may disclose information as necessary if using a 3<sup>rd</sup> party billing person or service in order to bill for services. Bank and credit card transactions may not be confidential.

**Minors and Confidentiality** Communications between therapists and clients who are minors (under the age of 18) are confidential. However, parents and guardians are often involved in a child's treatment. Consequently, in the exercise of professional judgment, I may discuss the treatment progress of a minor client with the parent or caretaker. Clients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with me.

**Fees & Insurance** Please inform me if you wish to utilize health insurance to pay for services. If I am a contracted provider for your insurance company, I will discuss the procedures for billing your insurance. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions, and sometimes also require additional information such as whether treated issues involve danger to self or substance abuse. You are responsible for verifying and understanding the limits of client's insurance coverage. If you give me incomplete or inaccurate insurance information, you may be responsible for the balance if I am unable to collect in full from your insurance plan(s). I cannot guarantee whether your insurance will provide payment for the services provided. Please discuss any questions or concerns that you may have about this with me or your insurance company.

**Payment** Fees are payable at the time services are rendered. If you request it, I will provide you a monthly statement, which you can submit to the third-party of your choice to seek reimbursement of fees already paid. If you find that you are unable to continue paying for your therapy, please inform me ASAP and we can together discuss any options that may be available to you.

**Social Media** I do not accept "friend" or contact requests from current or former clients on social networking sites (Facebook, LinkedIn, etc) out of concern for your confidentiality and my privacy.

**Confidentiality of E-mail, cell phone and fax communication** It is very important to be aware that e-mail and cell phone (also cordless phones) communication can be accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Faxes can be sent erroneously to the wrong address. Please notify me at the beginning of treatment if you want to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail in an emergency situations. Any Emails I receive from you may become part of your record.

**Records and Record Keeping** I may take notes during session, and will also produce other records regarding treatment. These notes constitute my clinical and business records, which by law, therapists are required to maintain. Such records are my sole property.

Should a client request a copy of my records, such a request must be made in writing. I reserve the right, under California law, to provide you with a treatment summary in lieu of actual records. I also reserve 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. I will maintain client records for ten years following termination of therapy, after which records will be destroyed in a manner that preserves confidentiality.

**Risks and Benefits of Therapy** Therapy is a process in which client and therapist will discuss issues, events, experiences and memories in an effort to create positive change. It can be useful for people who have some degree of emotional, mental, or psychological stress. It is a joint effort between you and your therapist – it requires your willingness to be honest; a desire to see improvements in your life; a willingness to change feelings, thoughts and behaviors; and efforts to follow through on ideas and plans discussed. Progress and success may vary. Therapy may also involve some discomfort, including revisiting unpleasant memories and experiencing strong feelings. Attempts to improve difficulties in a client's life may affect other aspects of life, including relationships.

You should address any concerns you have regarding progress in therapy with me at any time. If you are not happy with therapy, it is your responsibility to bring it up with me. Based on information you provide to me and the specifics of your situation, I will provide recommendations to you regarding treatment. You have the right to agree or disagree with my recommendations. I will also periodically provide feedback to you regarding your progress and will invite your participation in the discussion. Due to the varying nature and severity of problems and the individuality of each client, I am unable to predict the length of therapy or to guarantee a specific outcome or result.

**Services by use of Information Technology (Telemedicine)** Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine per the California Telemedicine Act of 1996. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that

1. You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment.
2. All existing confidentiality protections are equally applicable.
3. Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee (Caveat: I do not record video or phone or in person therapy sessions).
4. Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.
5. There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient or improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make in-person observations of clinically or therapeutically potentially relevant issues including body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally to the therapist.

**Physical Touch** I do not generally use physical touch in therapy. I may very rarely use non-sexual touch, such as touching your hand or shoulder, and will always ask your permission before touching you; you have the right to decline without fear of reprisal. Professional therapy never includes sex or sexual behavior.

**Professional Consultation** I regularly participate in clinical, ethical, and legal consultation with appropriate professionals, which is an important component of a healthy psychotherapy practice. During such consultations, I will not reveal any personally identifying information regarding you.

**Client Litigation** Should I be requested, required, subpoenaed, or ordered by a court of law to appear as a witness in a court or a legal action involving you, you agree to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at my usual and customary hourly rate. Please be aware that you as client might be waiving the psychotherapist-client privilege if you make your mental or emotional state an issue in a legal proceeding.

**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 [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling 916-574-7830.

**Termination of Therapy** You may end therapy at any time, but a final phone call or session is requested for closure. I reserve the right to terminate therapy at my 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, if your needs are outside my scope of competence or practice, or if you are not making adequate progress in therapy.

**Disclaimer:** I am not responsible for care received from professionals I refer you to. Also, our agreements do not involve other providers in the building, who operate independent practices (we are not in a group practice). 3/5/2020