



FRANCO PSYCHOTHERAPY
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Informed Consent and Psychotherapy Agreement

About Franco Psychotherapy

Franco Psychotherapy is a Limited Liability Company located in Atlanta, GA providing professional psychological services to children, adolescents, adults, families and agencies. Psychotherapists (alternatively called counselors or therapists) practicing counseling for a fee must be licensed with the Georgia Composite Board of Professional Counselors, Social Workers & Marriage and Family Therapists for the protection of the public health and safety. Licensure of an individual with the department does not include recognition of any practice standards, nor necessarily implies the effectiveness of any treatment. Franco Bejarano, LCSW is the owner of Franco Psychotherapy. If you have any question, please contact him at the information above.

Things to know about confidentiality

All information you share with us, whether in sessions, email, or over the phone, become part of your clinical record. In general, communications between client and therapist are confidential. Such information will not be released to anyone, including other agencies, without your written consent. This is called having the "confidentiality of the therapist". Nevertheless, there are EXAMPTIONS one needs to be aware of where Confidentiality might be broken.

1. When you or other persons are in physical danger, the law requires me to tell others about it. Specifically:
 - a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect that person. I may have to tell the person and the police, or perhaps try to have you put in a hospital.
 - b. If you seriously threaten or act in a way that is very likely to harm yourself, I may have to seek a hospital for you, or to call on your family members or others who can help protect you. If such a situation does come up, I will fully discuss the situation with you before I do anything, unless there is a very strong reason not to.
 - c. In an emergency where your life or health is in danger, and I cannot get your consent, I may give another professional some information to protect your life. I will try to get your permission first, and I will discuss this with you as soon as possible afterwards.
 - d. If I believe or suspect that you are abusing a child, an elderly person, or a disabled person I must file a report with a state agency. To "abuse" means to neglect, hurt, or sexually molest another person. I do not have any legal power to investigate the situation to find out all the facts. The state agency will investigate. If this

might be your situation, we should discuss the legal aspects in detail before you tell me anything about these topics.

2. In general, if you become involved in a court case or proceeding, you can prevent me from testifying in court about what you have told me. This is called “privilege,” and it is your choice to prevent me from testifying or to allow me to do so. However, there are some situations where a judge or court may require me to testify.
3. There are a few other things you must know about confidentiality and your treatment:
 - a. I am required to keep records of your treatment, such as the notes I take when we meet. You have a right to review these records with me. If something in the record might seriously upset you, I may leave it out, but I will fully explain my reasons to you.
 - b. I may sometimes consult (talk) with another professional about your treatment. During these consultations, neither your last name nor other unique identifying information will be used. This other person is also required by professional ethics to keep your information confidential.
 - c. Furthermore, There might times where I ask if could record a session for educational or consultation purposes. I will fully ask your permissions prior to doing so. There might also be times where I ask if I could anonymously use your case for academic purposes for further advance the field of psychotherapy. I will also ask for your permission prior to this.
4. If you want me to send information about our therapy to someone else, you must sign a “consent to release information” form. I have copies which you can see so you will know what is involved.
 - a. If you have been referred directly to me by someone else, I may, as a good business practice, acknowledge to them that you have contacted me and thank them for the referral. I will not discuss your situation with them unless I have your written permission.
5. Confidentiality also extends to situations where I may see you in a public place (restaurant, store, business event, office building, etc.). I am required to keep your identity as my client private. I will not address you in public unless you speak to me first and if you approach me to talk I will not disclose where I know you from. If I am with other people, I will not introduce you to them to further protect your privacy as a client. Similarly, I will decline invitations to connect on social networking websites.
6. Any information that you also share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court. If you should choose to communicate with me via email, confidentiality cannot be guaranteed and information may be accessible to others.

7. In working with children (or adolescents under 18), legally the parent(s) or legal guardian(s) of the child are the client and confidentiality lies with the client; in order to establish and preserve the essential relationship and setting for a child's therapy, I honor what the child does or says in our sessions as confidential while providing parents and/or legal guardians summaries of treatment goals, plans and progress as we
8. In working with families (and couples), the family as an entity is our client and we are not providing individual therapy for either half of the couple or for any one member of the family although sessions with individuals in the family may be a part of the family therapy. We will not be a "secret keeper" nor will we facilitate secret keeping. If anything significant is revealed in an individual session that we feel the other party needs to be told, we will require it be brought up in the next session together so we can work through it or we may have to terminate the therapeutic relationship and refer you to another therapist.

Information, Authorization, Consent to Telehealth

Email

We use email to send and receive informed consent forms. Email, however, cannot be guaranteed as a secure means of transmitting/receiving your Private Health Information. Use of email should be for scheduling, billing or insurance matters only whenever possible. You may email us, but please understand that by doing so you are accepting the risk and limit of your confidentiality via email. Communications are saved under the clinical record and will be discussed at our next scheduled appointment. **There is a charge for time spent reading emails that go beyond brief exchanges about scheduling and payment issues. Please see fee outlined.**

Texting

Texting ideally should be used for brief notification regarding scheduling or notification of running late for an appointment. Our phones are protected with passwords but texts may show up when the screen is locked, which may be a breach of your confidentiality. If you choose to use texting to communicate sensitive information you do so with full knowledge and acceptance that this is a risk and limit of your confidentiality. We do not participate in discussions with clients via text messaging.

Phone/Video

Cell phone communications cannot be guaranteed as a confidential form of communication. We utilize cell and Virtual business phone extensions as most of our clients do as well. We make every effort to ensure our phone conversations are held confidential within our ability to do so. When we have a conversation via cell phone you are acknowledging and accepting the risk and limits of your confidentiality. If you don't wish to take this risk, we advise you only use phone communication to schedule an appointment in person to discuss sensitive information as part of your Private Health Information. Under certain circumstances and only following initial face-to-face intake session, secure chat and video sessions.

Voicemail

Per the above policy with regard to cell phone use, please be informed that our voicemail system cannot be guaranteed confidential although we take every measure to protect your confidentiality. It is advised that you not leave sensitive information on voicemail, rather utilize voicemail to request a return call and/or to schedule an in-person appointment. When you leave a message, please leave your full name, brief reason for your call and return phone number (even if we have it on file). We check our voicemail frequently unless we are on vacation. Although we cannot answer phone calls while in session with clients, we will make an attempt to return calls within the same business day if possible. This may be late in the evening. When not possible, we will return all calls within 3 business days.

Telehealth

FrancoPsychotherapy only offers telehealth at this current time. We only use HIPPA compliant software for our sessions.

Communication Response Time

I'm required to make sure that you're aware that I'm located in the Southeast and we abide by Eastern Standard Time. Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers nor are we available at all times. If at any time this does not feel like sufficient support, please inform your therapist, and they can discuss additional resources or transfer your case to a therapist or clinic with 24-hour availability. We will return phone calls or text within 24 hours if possible. However, we do not return any form of communication on weekends or holidays. If you are having a mental health emergency and need immediate assistance, please follow the instructions below.

Appointments and Fees

Individual sessions last for 50 minutes. When I see couples or families the session will often be 1.5-2 hours long. One session hour lasts 50 minutes, so a 2- hour session would last for 100 minutes. **If you are unable to attend a scheduled session, please call to cancel or reschedule at least 24 hours in advance of your appointment to avoid being charged for the visit.** If you miss a session I have the right to bill your credit card directly, I will try to let you know but can not guarantee this will happen. **It is very important for you to know if you are using Out of Network Insurance reimbursement they will not reimburse for a missed session.** If there is a true, unavoidable emergency or serious or contagious illness, please call as soon as possible and I will work with you to reschedule and you may request waiver of the 24 hour policy.

My standard fee is \$130 per 50 minute session, although it may be adjusted on a sliding scale, if requested. The sliding scale is dependent upon gross household income and family size. The fee you will be charged is discussed and set during our first session. It may be renegotiated later in treatment depending on changes in your financial status. Changes in fees will be made only after

a discussion with you has taken place at least one session before the change is to be implemented. This fee is standard regardless of the number of people attending the session. I do not often do phone sessions, but can if it is determined to be beneficial for you. I would ask that this is kept to a minimum and that we discuss this before we agree to a phone session.

If I am doing work related to your treatment that is outside the bounds of our scheduled counseling, unless pre-discussed, you will be billed on an hourly basis for all the time I spend on your case. This includes travel time to another location (such as the hospital, your home, an attorney's office, or another setting), meeting with other professionals regarding your case, writing reports, preparation time, etc. My hourly fee for this type of work is the same as the fee you are charged for your therapy session.

Finally, you are free to terminate therapy at any time, and if requested, I can aid in finding another therapists of your choice.

Uses and Disclosure of Protected Health Information

I may use and disclose Protected Health Information without written authorization, excluding Psychotherapy Notes, for certain purposes as described below.

1. Treatment: I may use and disclose PHI in order to provide treatment to clients.
2. Payment: I may use or disclose PHI so that services are appropriately billed to, and payment is collected from, health plans.
3. Health Care Operations: I may use and disclose PHI in connection with health care operations, including quality improvement activities, training programs, accreditation, certification, licensing or credentialing activities.
4. Required or Permitted by Law: I may use or disclose PHI when I am required or permitted to do so by law. For example, I may disclose PHI to appropriate authorities if I reasonably believe that a client is a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. In addition, I may disclose PHI to the extent necessary to avert a serious threat to the health or safety of a client or the health or safety of others. Other disclosures permitted or required by law include the following: disclosures for public health activities; health oversight activities including disclosures to state or federal agencies authorized to access PHI; disclosures to judicial and law enforcement officials in response to a court order or other lawful process; disclosures for research when approved by an institutional review board; and disclosures to military or national security agencies, coroners, medical examiners, and correctional institutions or otherwise as authorized by law.
5. Records of Disclosure: Records of disclosure of PHI without client authorization will be maintained in the case record as required by HIPAA standards. Records of disclosure will include:
 - a. A description of the information to be disclosed;
 - b. Who (individual or organization) is making the request;
 - c. Expiration date of the request;
 - d. A statement that the individual has the right to revoke the request;

- e. A statement that information may be subject to re-disclosure by the receiving party;
- f. Signature of the client or their representative and date;
- g. If signed by a representative, a description of their authority to make the
- h. disclosure. Records of disclosure will be maintained for at least six years.

Uses and Disclosures Requiring Written Authorization

1. Psychotherapy Notes: Notes documenting the contents of a counseling session ("Psychotherapy Notes") will not be used or disclosed without written client authorization.
 2. Marketing Communications: I will not use health information for marketing communications without written authorization.
 3. Other Uses and Disclosures: Uses and disclosures other than those described in Section A above will only be made with written client authorization. Clients may revoke such authorizations at any time.
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My signature below indicates that I have received a copy of this information.

Client Name

Signature & Date

Therapist Name

Signature & Date