



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

INFORMED CONSENT FOR OUTPATIENT SERVICES CONTRACT

Welcome to Garcia's Family Wellness Clinic, LLC (GFWC) where our vision is to provide better quality of life through mental health education and exceptional care. Since this is your first visit, we hope what is written here can answer some of your questions as you seek therapy. Please let us know if you want clarification on any of the topics discussed in this Outpatient Services Contract, or if you have any questions that are not addressed here. When you sign this document, you are stating that you understand and will adhere to the information in this Outpatient Services Contract.

PSYCHOTHERAPY SERVICES

We provide psychotherapy services for children, adolescents, adults, couples and families. The first appointment(s) serves as an intake appointment. We will want to hear about the difficulties that led to you making an appointment, goals for therapy, and general information about yourself and your current life situation. By the end of this first appointment, we will give you some initial recommendations on what we think will help. If we do not think we are able to best assist you, we will give you names of other professionals who we believe would work well with your particular issues. If you do not agree with our treatment recommendations or do not think our personality styles will be a good match for you, let us know and we will do our best to suggest a different therapist who may be a better fit.

If you and your therapist decide to work together in therapy, you will collaborate on a treatment plan that incorporates effective strategies to help with whatever difficulties you are hoping to reduce in therapy. Sometimes more than one approach is helpful. Individual, couples and family therapy sessions last 45-60 minutes (depending on your insurance benefits) unless otherwise arranged. Oftentimes, sessions are set for once each week, but this varies based on what seems most appropriate for your particular situation.

Therapy can be extremely helpful and fulfilling, and it takes work both in and out of sessions to be most effective. It requires active involvement, honesty, and openness in order to change thoughts, emotional reactions and/or behaviors. There are benefits and risks to therapy. Potential benefits include increased healthy habits, improved communication and stability in relationships, and lessening of distress. Some potential risks include increased uncomfortable emotions as you self-explore, and changes in dynamics or communication with significant people in your life. Sometimes couples that come for therapy choose to end their relationships. Although there are many benefits to therapy, there is no guarantee of positive or intended results. If during your work together with your therapist, noncompliance with treatment recommendations becomes an issue, we will make effort to discuss this with you to determine the barriers to treatment compliance. At times, treatment noncompliance may necessitate termination of therapy service. We encourage you to discuss any concerns you have about our work together directly so that we can address it in a timely manner. Other factors that may result in termination of therapy include, but are not limited to, violence or threats toward us, or refusal to pay for services after a reasonable time and attempts to resolve the issue.

Deciding when therapy is complete is meant to be a mutual decision, and we will discuss how to know when therapy is nearing completion. Sometimes people begin to schedule less frequently to gradually end therapy. Others feel ready to end therapy without a phasing out period of time. We may at times seek consultation with other therapists to ensure we are helping you in the most effective manner. We will give information only to the extent necessary, and we make every effort to avoid revealing the identity of my clients. The consultant is also under a legal and ethical duty to keep the information confidential.

MENTAL HEALTH EVALUATIONS

The testing process involves the completion of a variety of psychological assessment instruments and personal interviews. The total time of the evaluation may vary and will depend upon the questions you or the testing subject or the referral source that made the testing referral might have. The testing subject may experience emotional distress because of the personal nature of some of the information solicited by the testing process. The testing subject may interrupt or discontinue this testing process at any time.

After the testing process is completed, a report based on the results of the testing and information provided by the

Rev: 10/08/2020



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

testing subject and others will be written. Upon your written consent to the Clinician who administered the testing, this report will be given to the person or agency that referred you or the testing subject for this service and a copy of this report will be kept in the testing subject's treatment record at GFWC. An appointment with the Clinician who did the testing may be scheduled to discuss the results of the psychological testing if needed. Mental health tools, instruments, questionnaires, psychological batteries or other related materials used for testing/evaluation are copyrighted by the corresponding publishing agency and copyright protections are between GFWC and the corresponding publishing agency and are used for the purposes of the evaluation. In addition, it is understood by the patient that they will not request these copyrighted materials and will defer to the evaluation report provided by GFWC Clinician for corresponding evaluation results. GFWC will provide a 15-minute free consultation with the patient in-person or over the phone to discuss their evaluation needs and our capacity to complete such evaluation. These may include General Mental Health Evaluations, IQ Testing, Evaluations for School, School/College Based Evaluations for Accommodations, Bariatric Evaluations, Diagnostic Clarification Evaluations, Treatment Recommendation Evaluations, Law Enforcement Candidacy Evaluations and additional evaluations not stated here. Most evaluations are completed in two separate days and on average each appointment may last 3-4 hours. We also offer concierge or home-based evaluations at an additional cost, please inquire with GFWC for additional information.

Limits of Confidentiality: Like all treatment records, reports and results of psychological testing are confidential and can be released only with a written consent authorizing such release. However, if the testing subject discloses information related to suspected threats of physical harm of self or others, occurrence of child, elder, or dependent adult abuse, or if commanded by court order, GFWC may be required to disclose such information to appropriate authorities or parties mandated by law.

Psychiatry Medication Management for Children, Adolescent, and Adults

Your Psychiatric care will be provided by a Psychiatric Mental Health Nurse Practitioner-Board Certified (PMHNP-BC) who is under the supervision of a board approved Medical Doctor Specializing in Psychiatry. Medications are often used as adjuncts to psychotherapy. Sometimes, you will be seeing someone else for therapy, and we will be responsible for your medication management. If this is the case, we will coordinate your medical care and medication goals with your therapist. If we are doing both your medication management and psychotherapy, we will work together to find the optimal combination of medication (if warranted) and therapy that help to fulfill your personal goals.

If a medication is indicated, we will discuss with you the nature of your disorder, the reason for the medication, and the likelihood of improving with and without medication. We will also explain any reasonable alternative treatment other than medications which have not been tried and an explanation why they should not be tried first. Further, you will understand the type(s) of medication being recommended; dosage and frequency of administration including a discussion of the initial dose, the maintenance dose and the dose range; probable side effect known commonly to occur and any side effects likely to occur in particular cases, as determined by your medical and psychiatric history or known medical conditions; and any possible long term effects which may occur after taking the medication for long periods or terminating the medication, including tardive dyskinesia or withdrawal. Finally, we will discuss the effect of sudden withdrawal of the drug against medical advice.

As many psychiatric conditions have an underlying biological basis, medications can be an important component of treating certain disorders. It is our belief that a biopsychosocial model to treatment incorporating biological aspects, psychological factors and social components provides most patients the best chances of improving. We will look at all these areas through the course of our treatment and decide which interventions are right for you.

Our normal practice is to conduct a thorough evaluation in the initial interview. This comprehensive evaluation is necessary whether we will provide you with therapy, medication management, or both, as it will allow us to better understand your history, your symptoms, and your reasons for seeking treatment. You will be required to bring any prior known medical documentation, current medications, or medical notes to your visit so that we can make the best decision for your care. Psychiatric Intake Appointments will range from 45-60 minutes, while follow-up routine care for established patients may range from 20-30 minutes. As this is a medical visit with a medical



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

provider, you may be requested to complete lab work such as, but not limited to complete blood count (CBC), complete blood chemistry analysis, erythrocyte sedimentation rate (ESR), urinalysis, B12, folate, electroencephalogram (EEG), electrocardiogram (EKG), and chest x-ray film, serum glucose, blood urea nitrogen (BUN), creatinine, Toxicology Screening (random and routinely scheduled). Lab work order will be provided to you by your clinician during your appointment to have completed at an external laboratory/clinic. This laboratory will be assigned to you; however, you may take the lab work order to the laboratory of your choosing. Patients who are prescribed controlled substances (example: Adderall, Concerta, Ativan, etc.) will be required to schedule monthly appointments with their Clinician as a standard practice. It is up to the patient or guardian to ensure a monthly follow up appointment is created.

GFWC does not provide on-call services. This means that we do not have care after the clinician leaves the clinic. If after hour emergency care regarding your mental health medication (such as emergent side effects) are needed please visit your nearest Emergency Room or Hospital for immediate care. Your signature of this Informed Consent, acknowledges that you understand that we do not have on call services and that you will abide by this policy and understand that we are not an emergency facility or crisis care center.

TELEHEALTH, TELEPSYCHIATRY, AND TELE-EVALUATIONS

Telehealth services offered by GFWC may include the practice of psychological health care delivery, psychiatry medication management, consultation, diagnosis, treatment, referral to resources, education and recommendations. The Services provided may also include chart review, health information sharing, and non-clinical services, such as patient education. The information you provide may be used for diagnosis, therapy, follow-up and/or patient education, and may include any combination of the following: (1) a review of health records, and/or test results via asynchronous communications; (2) live two-way interactive audio and video; (3) interactive audio with store and forward; or (4) output data from medical devices and sound and video files. The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. Benefits include improved access to care by enabling you to remain in your home while the GFWC provider provides psychotherapy services at distant/other sites. More efficient psychological health care delivery, evaluation and management. Obtaining expertise of a specialist as appropriate. Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies. In rare events, the provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth session or a referral to a local psychologist or counselor as applicable. Some risks include in very rare events, security protocols could fail, causing a breach of privacy of personal health information. If you need to receive follow-up care, please contact your GFWC provider. In the event of an inability to communicate as a result of a technological or equipment failure, please contact GFWC office 210-481-4265 or info@garciasfamilywellness.com.

Working with Pre-Licensed School Student, Post-Graduate Licensed Associate, and Post-Doctoral Fellow

GFWC ongoingly employs Pre-Licensed School Students, Post-Graduate Licensed Associates, and Post-Doctoral Fellows. A Pre-Licensed School Student is a school student that may or may not be licensed to practice working under the direct supervision of a fully licensed clinician supervising their work as part of their graduate program requirement to graduate and become licensed. A Post-Graduate Licensed Associate is typically a Clinician that has graduated with their Master's degree and is licensed to practice under the supervision of a fully licensed supervisor, this is temporary process that post-graduates must complete to become independently licensed. This level of licensure shows that the Clinician has met the educational criteria, graduated, and has the foundational clinical expertise to practice as an Associate or related license. A Post-Doctoral Fellow, is typically a Clinician that has graduated with their Doctoral degree and is typically licensed to practice under the supervision of a fully licensed Clinician (typically a Psychologist or Psychiatrist), this is temporary process that post-doctoral fellows must complete to become independently licensed. This level of licensure shows that the Clinician has met the educational criteria and graduated and has the foundational clinical expertise to practice as a Post-Doctoral Licensed Psychologist Fellow or Licensed Psychologist with Provisional Status or related license. Your Clinician's website profile, which can be found here: <https://www.garciasfamilywellness.com/ourstaff>, will dictate their license credential and supervision status with their respective supervisors information.



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

AVAILABILITY BETWEEN SESSIONS

If needed, you can leave your therapist a message on our 24-hour voicemail box at 210-481-4265. When you leave a message, include your telephone number even if you think we already have it, and best times to reach you. We make every effort to return calls in a timely manner. In the rare occurrence that a message is missed or accidentally deleted, if you do not hear back from us within one three business days, please attempt to call us again and leave a second message. If we are unavailable for an extended time, such as on vacation, your therapist will inform you when they will be available again or you may call and speak with the Office Manager.

If you or a family member are experiencing a **medical, psychological, or psychiatric emergency or crisis situation** and cannot wait for us to return your call, go to the nearest emergency room or call 911. GFWC is not a crisis or emergency facility. Do not contact us by phone, email, messenger, patient portal, or fax in an emergency, as we may not get the information quickly. You may also choose to call the National Suicide Prevention Lifeline at 1-800-273-8255 or our local Bexar County Crisis Helpline number at 210-223-7233; both numbers are available 24/7.

RATES AND INSURANCE

Therapy is a commitment of time, energy and financial resources. If you have health insurance, it is important for you to verify your mental health benefits, so you understand your coverage prior to your appointment. Some insurance companies require a precertification/pre-authorization before the first appointment, or they will not cover the cost of services. We also offer flexible financing options through PayPal should you require those benefits. Please ask our Office Manager for more information at 210-481-4265.

Our current fees are as follows:

- Counseling Intake Sessions.....\$120.00(\$150 for psychologists)
- Counseling Sessions..... \$85.00 (\$115 for psychologists)
- Counseling Intake Sessions with a Licensed Associate.....\$100.00
- Counseling Sessions with a LicensedAssociate.....\$65.00
- Mental Health Evaluations.....\$2,500*(savings program available)
- Psychiatric Medication Management Intake Appointment.....\$150.00
- Psychiatric Medication Management Follow-Up Appointment.....\$120.00
- Patients with insurance: A quote will be given to you prior to starting services*

We are happy to assist you by having our Office Manager file claims to your insurance company on your behalf. However, you, not your insurance company, are responsible for payment of the fee for therapy. Acceptable forms of payment include cash, check, major credit/debit cards, PayPal, PayPal Financing and payment is expected at the time of scheduling.

GFWC verifies insurance benefits as a courtesy for our clients. There are times when insurance misquotes benefits. In the event of a misquote, clients are still responsible for their copay/coinsurance/deductible amount that insurance reports after claims are submitted, unless patient is a Medicaid patient. Clients can call their insurance company to check their own benefits as well by calling the number on the back of their insurance card.

Most insurance agreements require you to authorize us to provide a clinical diagnosis and sometimes additional clinical information. If you request it, we will provide you with information to send to your insurance company. This information will become part of the insurance company's files. Insurance companies claim to keep information confidential, but you should check with your insurance company directly if you have questions about their confidentiality practices.

Reschedule, Cancellation, and No-Show Policy

At Garcia’s Family Wellness Clinic (GFWC), we strive to provide the best customer experience and care for you and your family. As your personalized team of clinicians, assigned specifically to you and/or your family, we make



3519 Paesanos Parkway, Suite 105
 Shavano Park, TX 78231
 Office: 210-481-4265
 Fax: 210-587-2416
 info@garciasfamilywellness.com
 www.garciasfamilywellness.com

the time commitment to prepare and specialize the treatment for just you and no one else during your scheduled time. As such, we have taken time from our own family and cared ones. At GFWC, we understand that emergencies may occur and may be out of your control; however, please know that your Clinician has created time to prepare to be on time and ready for your appointment. As such, new and existing patients are required to agree to our “Reschedule, Cancellation, and No-Show Policy”.

This policy is required to be reviewed, signed, and returned before being able to start or resume services. To schedule any service at GFWC, you must agree to the following scheduling fees that will apply if you have a late cancellation or have a no-show with your provider. The following are the Scheduling Fees for the following services.

Scheduling Fees:

| | |
|--|----------|
| Counseling Intake Appointment..... | \$120.00 |
| Counseling Follow Up Appointment..... | \$85.00 |
| Psychiatric Medication Management Intake Appointment..... | \$150.00 |
| Psychiatric Medication Management Follow-Up Appointment..... | \$120.00 |
| Psychological Testing Appointment..... | \$170.00 |

GFWC cancellation policy requires the patient(s), guardian, or parents to call GFWC at 210-481-4265 or their assigned therapists’ mobile number 48 hours or more in advance to reschedule or cancel their appointment. Emails and voicemails are not considered appropriate means to cancel or reschedule your appointment, please call within working business hours Monday through Friday 8am-12pm and 1pm-5pm. Appointments that are cancelled 48 hours or less or a no-show occurred, or the patient is 15 minutes late (which will be considered a no-show) will incur a Scheduling Fee as shown above. As a result, this Scheduling Fee is used to compensate for services that were planned for that day. To schedule another appointment, the respective above Scheduling Fee will apply again.

Appointments that result in late cancellation or no-show will result in a Scheduling Fee, as referenced above, automatically to the credit card on file or alternative credit card from the client or guardian in order to schedule the next follow up appointment. If the Scheduling Fee is not paid, a follow up appointment will not be able to be scheduled and patient will be discharged from our clinic, community references are provided to all patients; see below.

Scheduling Fees are not applicable to Medicaid patients who are seeing a credentialed Medicaid Provider

Automatic Discharge of a Patient Policy:

This policy pertains to patient(s) who cancel with less of 48 hours of notice or no-show to their scheduled appointment, as stated above, to **2 consecutive appointments** will result in the automatic discharge from our clinic. You may elect to schedule a follow up appointment at one of the following agencies or any other of your choosing:

| | | |
|---|---|---|
| <p><u>The Center for Healthcare Services</u> 6800 Park Ten Blvd., Suite 200-S San Antonio, Texas 78213 Adult: (210) 261-1250 Children: (210) 261-3350</p> | <p><u>San Antonio Behavioral Healthcare Hospital:</u> 8550 Huebner Rd, San Antonio, TX 78240 (210) 541-5300</p> | <p><u>Clarity Child Guidance Center:</u> 8535 Tom Slick, San Antonio, TX 78229 (210) 616-0300</p> |
|---|---|---|

CONSENT TO PHOTOGRAPH, PHONE, TEXT, MESSAGING, VOICEMAILS BY THIRD PARTIES

This section gives us consent to take your photograph for your electronic health records chart and for that purpose only. You photo will not be used for any other purpose and will be safely secured in our electronic health records system that is encrypted and HIPAA secured. In addition GFWC (we) will not share, sell or rent any contact information with third parties. As such you signature below acknowledges that by submitting this form, you are agreeing to receive text messages from GFWC and their related employees or contractors.

SOCIAL MEDIA POLICY

In order to maintain your confidentiality and our respective privacy, our therapists do not interact with current or Rev: 10/08/2020



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

former clients on social networking websites. We do not accept friend or contact requests from current or former clients on any social networking sites including Twitter, Facebook, LinkedIn, etc. We will not respond to friend requests or messages through these sites.

PROFESSIONAL RECORDS

Both law and the standards of our profession require that we keep appropriate treatment records. If we receive a request for information about you, you must authorize in writing that you agree that the requested information released.

CONFIDENTIALITY

In general, law protects the confidentiality of all communications between a client and a mental health clinician, and we can only release information to others with your written permission.

However, there are several exceptions, which are have indicated below. More information is provided about this in your HIPAA statement.

In judicial proceedings, if a judge orders the records released, we must release the records. In addition, we are ethically and legally required to take action to protect others from harm even if taking this action means we reveal information about you. For example, if we believe a child, elderly person or disabled person is being abused or neglected, we are mandated to report this to the appropriate state agency. If we believe a client is threatening serious harm to another person or property, we must take protective action (through notifying the potential victim, the police, and/or facilitating hospitalization of my client). If we believe a client is a serious threat to harming him/herself, we must take protective action (arranging hospitalization, contacting family/ significant others for notification, and/ or contacting the police). We would make reasonable effort to discuss any need to disclose confidential information about you, and we are happy to answer any questions you have about the exceptions to confidentiality.

MINORS

If you are under 17 years of age or younger, please be aware that the law may provide your parents the right to examine your treatment records. Your parents are always entitled to the following information: current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Before giving them any information, your therapist will discuss the matter with you, if possible, and do their best to handle any objections you may have with what is prepared to be discussed.

COURT RELATED SERVICES

We do not provide or perform evaluations for custody, visitation or other forensic matters. Therefore, it is understood and agreed that we cannot and will not provide any testimony or reports regarding issues of custody, visitation or fitness of a parent in any legal matters or administrative proceedings.

If we are contacted by an attorney regarding your treatment (either at your behest or related to a legal matter you are involved in) please note the following:

- We charge a \$1500 retainer prior to any preparation or attendance of legal proceedings, which will be charged on the card on file.
- We charge \$600/hour to prepare for and/or attend any legal proceeding and for all court related services, which will be charged on the card on file.
- Charges for court related services are **not** covered by insurance.
- Court related services include, but not limited to: talking with attorneys, preparing documents, traveling to court, depositions and court appearances.
- If the court or attorneys do not pay our fee, you will be charged for the time we spend responding to legal matters and may be subject to collections should the fees not be paid in a timely manner.
- You will also be charged for any costs we incur responding to attorneys in your case, including but not limited to, fees we are charged for legal consultation and representation by our attorneys.



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

COMPLAINTS

If you have a concern or complaint about your treatment or about your billing statement, please talk to us about it. We will take your concerns seriously, openly, and respond respectfully. You may request to speak with the Director, Assistant Director, or Office Manager.

QUESTIONS

If during the course of your treatment, you have any questions about the nature of your treatment or about your billing statement, please ask.

A FINAL WORD

The therapeutic relationship is a very personal and individualized partnership. We want to know what you find helpful and what, if anything, may be getting in the way. We want you to feel free to share with us what we can do to help.



3519 Paesanos Parkway, Suite 105
 Shavano Park, TX 78231
 Office: 210-481-4265
 Fax: 210-587-2416
 info@garciasfamilywellness.com
 www.garciasfamilywellness.com

Notice of Privacy Practices

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

| YOUR RIGHTS | YOUR CHOICES | OUR USES AND DISCLOSURES |
|---|---|---|
| <p>You have the right to:</p> <ul style="list-style-type: none"> • Get a copy of your paper or electronic medical record • Correct your paper or electronic medical record • Request confidential communication • Ask us to limit the information we share • Get a list of those with whom we've shared your information • Get a copy of this privacy notice • Choose someone to act for you • File a complaint if you believe your privacy rights have been violated | <p>You have some choices in the way that we use and share information as we:</p> <ul style="list-style-type: none"> • Tell family and friends about your condition • Provide disaster relief • Include you in a hospital directory • Provide mental health care • Market our services and sell your information • Raise funds | <p>We may use and share your information as we:</p> <ul style="list-style-type: none"> • Treat you • Run our organization • Bill for your services • Help with public health and safety issues • Do research • Comply with the law • Respond to organ and tissue donation requests • Work with a medical examiner or funeral director • Address workers' compensation, law enforcement, and other government requests • Respond to lawsuits and legal actions |

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say "yes" to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

operations. We are not required to agree to your request, and we may say “no” if it would affect your care.

- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes
- In the case of fundraising:
- We may contact you for fundraising efforts, but you can tell us not to contact you again.
-

Our Uses and Disclosures

How do we typically use or share your health information?

Rev: 10/08/2020



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

We typically use or share your health information in the following ways.

- **Treat you**
We can use your health information and share it with other professionals who are treating you.
Example: A doctor treating you for an injury asks another doctor about your overall health condition.
- **Run our organization**
We can use and share your health information to run our practice, improve your care, and contact you when necessary.
Example: We use health information about you to manage your treatment and services.
- **Bill for your services**
We can use and share your health information to bill and get payment from health plans or other entities.
Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

Board Complaints Information:

Texas Behavioral Health Executive Council who presides over the following Boards:

- Texas State Board of Examiners of Marriage and Family Therapists
- Texas State Board of Examiners of Professional Counselors
- Texas State Board of Examiners of Psychologists

<https://www.bhec.texas.gov/contact-us/index.html>
333 Guadalupe St, Tower 3, Room 900 | Austin, Texas 78701
(512) 305-7700, 800-821-3205 24-hour

Texas Board of Nursing

https://www.bon.texas.gov/discipline_and_complaints_policies_and_guidelines_filecomplaint.asp
333 Guadalupe, Suite 3-460 Austin, TX 78701-3944
Phone: (512) 305-7400; | Fax: (512) 305-7401

Texas Medical Board

<http://www.tmb.state.tx.us/page/place-a-complaint>
333 Guadalupe, Tower 3, Suite 610, Austin, TX 78701
1-800-201-9353



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

Informed Consent for Outpatient Services Contract

Please ask before signing below if you have any questions about psychotherapy or our office policies. Your signature indicates that you have read our Outpatient Services Contract and agree to enter therapy under these conditions. Your signature below indicates that you are making an informed choice to consent to therapy and understand and accept the terms of this agreement.

Initial here if you chose to sign electronically below _____.

I have read and agree to the terms in the outpatient services contract (pages 1-7).

Client Name: _____

Client Signature: _____ Date: _____

Guardian Signature (if minor): _____ Date: _____

Guardian Signature (if minor): _____ Date: _____

Notice of Privacy Practices

I have read the notice of privacy section (pages 8-11).

Initial here if you chose to sign electronically below _____

Client Name: _____

Client Signature: _____ Date: _____

Guardian Signature (if minor): _____ Date: _____

Guardian Signature (if minor): _____ Date: _____



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

Client's Primary Reason for Evaluation/Counseling Concerns:

Previous Mental Health/Substance Use Diagnosis:

Psychiatric Medications (Name, Dosage, Frequency):

History of Mental Health Treatment (Psychiatrist and Counselors):

| Psychiatrist or Counselor Progress | Date Range | Primary Reason for Treatment | |
|---------------------------------------|-----------------|------------------------------|-------------------------------|
| Example: Dr. Jones, Psychiatrist | 05/2019-Present | Depression | Mild progress on medications. |
| Example: Dr. Jane, LPC | 05/2019-Present | Anxiety | Feel the same, no progress. |

| Psychiatrist or Counselor Progress | Date Range | Primary Reason for Treatment | |
|---------------------------------------|------------|------------------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



3519 Paesanos Parkway, Suite 105
 Shavano Park, TX 78231
 Office: 210-481-4265
 Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

Previous Physical Health Diagnosis:

Physical Health Medications (Name, Dosage, Frequency):

Any Known Allergies:

Additional Information:



3519 Paesanos Parkway, Suite 105
 Shavano Park, TX 78231
 Office: 210-481-4265
 Fax: 210-587-2416
 info@garciasfamilywellness.com
 www.garciasfamilywellness.com

Demographic Information

| | | |
|---|---|----------------------------------|
| Client Legal Name: | | Date: |
| Client Preferred Name: | | Preferred Pronouns (He/His/Him): |
| Legal Sex: <input type="checkbox"/> M <input type="checkbox"/> F <small>*While GFWC recognizes a number of genders / sexes, many insurance companies do not. Please be aware that your legal name and sex you have listed on your insurance must be used on documents pertaining to insurance, billing and correspondence. If your preferred name and pronouns are different from these, please let us know.</small> | | |
| DOB: | Email: | |
| Parent/Guardian's Name(s): | | |
| Address (City, State, Zip Code): | | |
| Additional Email: | | |
| Best number to reach you: | May we leave a message? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Policy Holder Name: | DOB: | |
| Relationship to client: | | |

Emergency Contact/Guardian Information

| | |
|----------------------------------|-------------------------|
| Name: | Relationship to client: |
| Address (City, State, Zip Code): | Phone Number: |

Preferred Pharmacy Contact Information

| | |
|----------------------------------|---------------------|
| Pharmacy Name: | |
| Address (City, State, Zip Code): | Phone & Fax Number: |



3519 Paesanos Parkway, Suite 105
 Shavano Park, TX 78231
 Office: 210-481-4265
 Fax: 210-587-2416
 info@garciasfamilywellness.com
 www.garciasfamilywellness.com

Insurance Information

Check here if no insurance will used (do not proceed with below insurance information).

****PLEASE PROVIDE A COPY OF ALL INSURANCE CARDS (FRONT AND BACK)****

| | |
|--|--|
| Primary Insurance Name: | Insurance Primary Holder Name: |
| Legal Sex: <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth |
| Phone Number: | Address: |
| Member ID: | Group Number: |
| Insurance Phone Number: | Insurance Fax Number: |
| Insured's Employer: | |
| Relationship to client: | |
| Secondary Insurance Name: | Secondary Insurance Primary Holder Name: |
| Legal Sex: <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth |
| Phone Number: | Address: |
| Member ID: | Group Number: |
| Insurance Phone Number: | Insurance Fax Number: |
| Insured's Employer: | |
| Relationship to client: | |



3519 Paesanos Parkway, Suite 105
Shavano Park, TX 78231
Office: 210-481-4265
Fax: 210-587-2416
info@garciasfamilywellness.com
www.garciasfamilywellness.com

**AUTHORIZATION FOR RELEASE OF MENTAL HEALTH, ALCOHOL & DRUG ABUSE,
AND OTHER PERSONAL HEALTH INFORMATION**

I, _____ hereby authorize Garcia's Family Wellness Clinic, LLC
(Patient/Parent/Guardian/Power of Attorney) (Facility/Therapist/Counselor)

to exchange/release any and all records or information regarding _____
(Name of Patient)

The following items must be **checked** to be included in the use and/or disclosure of other health information:

- HIV/AIDS related treatment
- Mentally health information
- Psychotherapy notes
- Sexually transmitted diseases
- Drug/alcohol diagnosis, treatment/referral

to _____,
(receiving Agency/person) (Address, City, State,

Zip Code) for the purpose of (please check all that apply):

- Continuing (health and mental health) treatment or care and continuity of care
- Therapist transition
- Billing, payment and financial matters and arrangements
- Consultation, advise and representation
- Housing or other arrangements and services
- Other _____

This consent is valid for 12 months unless specified here: _____

I understand that I have the right to inspect and copy the information to be disclosed and may revoke this authorization at any time. Any such revocation will not affect materials disclosed prior to the revocation. The above-named person authorized to receive this information may use the information only for the purposes outlined above and may not redisclosed it without my written authorization.

Initial here if you chose to sign electronically below _____.

Adult Client Name or Legal Guardia/Parent Name

Signature of Adult Patient or Parent

Date

NOTICE TO PATIENT AND RECEIVING AGENCY:

Under the provisions of HIPAA, and applicable Federal and State Alcohol and Substance Abuse Confidentiality Acts, there may not be redisclosure of any of the information provided pursuant to this release unless the patient, and/or parent of the patient who is a minor, specifically authorizes such disclosure. A separate release is required for psychotherapy notes.



3519 Paesanos Parkway, Suite 105
 Shavano Park, TX 78231
 Office: 210-481-4265
 Fax: 210-587-2416
 info@garciasfamilywellness.com
 www.garciasfamilywellness.com

CREDIT CARD ON FILE

Payments are due at the time of service. GFWC requires a credit, debit, or flex spending/HSA card on file in order to schedule sessions. The credit card on file can be used in order to pay for any copays, co-insurance, deductibles, no shows/late cancellations or out of pocket payments if no other payment method is used at the time of the session or if a late cancellation or no show is incurred (in which case, the credit card on file will be charged our full fee on the day of scheduled session). Clients may also pay by cash or check at each session. Your credit card will be stored in a HIPAA compliant electronic health system and this document will be safely destroyed.

| | | |
|--|----------------------------------|----------------|
| Client Name: | | |
| Cardholder Name: | | |
| Credit Card Number: | | |
| Expiration Date: | Billing Zip Code of Credit Card: | Security Code: |
| Initial here if you chose to sign electronically below _____ | | |
| Cardholder's Signature: | | Date: |

I understand that by signing below, I am authorizing GFWC to charge my card in the manner indicated by the Reschedule, Cancellation, and No-Show Policy. These balances may include copays, co-insurance amounts, out of pocket payments, deductibles, no-show or late cancellation fees.

Client/Guardian/Parent Signature: _____ Date: _____