



McNary Therapy, A Marriage & Family Practice, PC  
Kimberly McNary, LMFT MFC#80011  
12396 World Trade Drive, Su. 109  
San Diego, CA 92128  
619.333.6382  
therapy@kimberlymcnary.com

## INFORMED CONSENT

McNary Therapy, A Marriage & Family Practice, PC, is a California professional corporation engaged in the profession of marriage & family therapy. Kimberly McNary is a licensed Marriage and Family Therapist MFC80011, and employee of the corporation mentioned above.

### About the Therapy Process

It is your therapist's intention to provide services that will assist you in reaching your goals. Based upon the information that you provide to your therapist and the specifics of your situation, your therapist will provide recommendations to you regarding your treatment. We believe that therapists and clients are partners in the therapeutic process. You have the right to agree or disagree with your therapist's recommendations. Your therapist 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, your therapist is unable to predict the length of your therapy or to guarantee a specific outcome or result.

### Fees and Insurance

The fee for service is \$210 per 50-minute session. Ninety minute sessions are \$315. You have agreed to pay \$\_\_\_\_\_ / 50 min session. Fees are payable at the end of each session, with either a check, Venmo, Zelle, or cash. Please note that we NO LONGER ACCEPT CREDIT CARDS OR PAYPAL. Please let us know if you are unable to continue paying for your therapy. Scholarships rates are sometimes available, otherwise we will discuss referral options. This practice does not do insurance billing. It is your responsibility to submit claim forms for reimbursement to your own insurance company. If your insurance denies payment of any service, payment of sessions is your responsibility. Currently, we do not accept Health Savings Account credit cards for payment.

**Appointment Scheduling and Cancellation Policies** If you are unable to attend your scheduled appointment, you must call **at least 24 hours notice in advance, or you will be charged a full session fee.** Please understand that your insurance company will not pay for missed or cancelled sessions.

**Returned Checks** \$25 is required (in addition to the original amount) for any returned checks.

**Phone and Skype/Zoom Sessions** Phone and Skype sessions are charged at the same rate as regular sessions.

### Confidentiality

All communications between you and your therapist will be held in strict confidence unless you provide written permission to release information about your treatment.

**Exceptions to confidentiality:**

- a) Therapists are required to report instances of suspected child, dependent adult or elder abuse to the proper authorities.
- b) Therapists may be required or permitted to break confidentiality when they have determined that a client presents a serious danger of physical violence to another person or when a client is dangerous to him or herself. This includes cases where the client is gravely disabled and the therapist needs to protect the client from harm. You may not use confidentiality as a way to avoid legal punishment. Your therapist will not aid or abet committing a crime according to the federal law known as The Patriot Act of 2001. This law requires therapists in certain circumstances, to provide FBI agents with books, records, papers and documents and other items. It prohibits the therapist from disclosing to the client that the FBI sought or obtained the items under the Act.
- c) Kimberly McNary uses the services of a bookkeeper and shares basic contact & payment information for the purposes of bookkeeping for Kimberly McNary's business. Kimberly McNary's bookkeeper is covered under a non-disclosure agreement and will not release confidential information to anyone other than client at Kimberly McNary's request.

### **No-secret Policy for Family Therapy and Couple Therapy**

If you participate in couple or family therapy, your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information. Secrets within relationships sometimes can be destructive or counter-productive to the goals of therapy. If a client divulges such a secret to the therapist, the therapist will use her discretion about revealing it. Generally, the therapist will ask the client to divulge the secret – if the therapist believes the secret is destructive or counter-productive to the counseling process, she may refuse to continue working with the client until the client reveals the secret. In cases of danger, the therapist may reveal the secret to maintain safety.

### **Minors**

By signing below I am giving Kimberly McNary's consent to conduct therapy sessions with the minor listed below. Communications between therapists and clients who are minors (under the age of 18) are confidential. The holder of the privilege is the minor. I have been informed of the limitations of confidentiality in terms of the treatment of certain topics such as substance use and sexual activity. I accept Kimberly McNary's judgment in regards to releasing information related to the treatment of this minor. I understand that anytime Kimberly McNary' believes this minor is in danger of hurting him or herself, I will be notified immediately.

### **Therapist Availability/Emergencies**

Telephone consultations between office visits are welcome. However, your therapist will attempt to keep those contacts brief due to our belief that important issues are better addressed within regularly scheduled sessions. You may leave a message for your therapist at any time on his/her confidential voicemail. If you wish your therapist to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. Non-urgent phone calls are returned during normal workdays (Monday through Friday) within 24 hours. If you have an urgent need to speak with your therapist, please indicate that fact in your message and follow any instructions that are provided by your therapist's voicemail. In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance. If you have an urgent need to speak with your therapist, please indicate that fact in your message.

If you have an emergency, please call 911 or the 24 hour emergency crisis line at 1888 724 7240.

### **Therapist Communications**

Your therapist may need to communicate with you by telephone, mail or other means. Please indicate your preference by checking one of the choices listed below. Please be sure to inform

your therapist if you do not wish to be contacted at a particular time or place, or by a particular means.

**My therapist may:**

\_\_\_\_ call me at my home. \_\_\_\_ call me on my cell phone. \_\_\_\_ call me at work. \_\_\_\_ send mail to my work

\_\_\_\_ communicate with me by email. \_\_\_\_ send a fax to me. \_\_\_\_ send mail to my home address  
Email communication is for non-emergencies only. Email is not a confidential medium of communication and is used only for appointment changes, referrals and non-clinical questions. If you are canceling an appointment with less than 24 hours notice, please call my business number.

**Social Media**

Kimberly McNary does not accept friend requests from current or former clients on any social networking site (including but not limited to professional social media sites). Adding friends can compromise client confidentiality, along with blurring boundaries of the therapeutic relationship. Your therapist will not follow clients on any social media interface, nor respond to posts by current/former clients. Messaging Kimberly via any social interface as a way to schedule or communicate is not encouraged. If clients need to contact Kimberly between sessions, the best way to do this is via phone call or email.

**Termination of Therapy**

You may discontinue therapy at any time. If you or your therapist determines that you are not benefiting from treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

You have the right to stop treatment at any time. If you make this choice, referrals to other therapists can be provided and you will be asked to attend a final 'termination' session. If at any time during the course of your treatment, I determine I cannot continue to treat you, I will terminate treatment and explain why this is necessary. Ideally, therapy ends when we agree your treatment goals have been achieved. Professional ethics mandate that treatment continues only if it is reasonably clear you are receiving benefit. Legal or ethical circumstances may arise which may compel me to terminate treatment. In these cases, appropriate referrals will be offered. Also, I do not diagnose, treat, or advise on problems outside the recognized boundaries of my competencies or scope of practice. Other situations that warrant termination include, but are not limited to, regularly becoming enraged or threatening during session, bringing a weapon or illicit drug onto the premises, persistent drug abuse, arriving under the influence of drugs or alcohol, or disclosing illegal intentions or actions.

**Litigation Limitation**

Kimberly McNary does not do court work. If you need these services, referrals to forensic professionals will be provided for you. My desire is to protect your psychotherapy from the intrusiveness of legal proceedings. By signing this form, you are agreeing that neither you nor your attorney will call me to testify in court or any other legal proceedings, nor will a disclosure of psychotherapy records be requested for legal proceedings.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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### INITIAL CONTACT INFORMATION

**Name of person initiating therapy:** \_\_\_\_\_

Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_ Zip \_\_\_\_\_

Employer: \_\_\_\_\_

**Name(s) of others who may be attending sessions:**

**#2: Name:** \_\_\_\_\_

Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_ City \_\_\_\_\_ State \_\_ Zip \_\_\_\_\_

**#3: Name:** \_\_\_\_\_

Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Address (if different from above): \_\_\_\_\_ City \_\_\_\_\_ State \_\_ Zip \_\_\_\_\_

**Who currently lives in your home?** \_\_\_\_\_

**Your medical doctor and / or psychiatrist:**

#1: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

#2: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who were you referred by?**

\_\_\_\_\_ May I thank them? \_\_\_\_\_

**Briefly summarize your reason for beginning therapy:** \_\_\_\_\_

**Person to notify in case of an emergency:** \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship to you: \_\_\_\_\_

**Have you ever received psychological or psychiatric or counseling services before?**

Yes \_\_ No \_\_ If yes, please indicate:

When? From whom? For what? Results?

\_\_\_\_\_  
\_\_\_\_\_

**Have you ever taken medications for psychiatric or emotional problems?**

Yes \_\_\_ No \_\_\_ If yes, please indicate:

When? From whom? Medication For what? Results?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Family History**

Have any of your BLOOD RELATIVES ever had any of the following:

WHO?

Alcoholism Yes No \_\_\_\_\_

Depression Yes No \_\_\_\_\_

Mental Illness Yes No \_\_\_\_\_

Epilepsy Yes No \_\_\_\_\_

Neurological Disorder Yes No \_\_\_\_\_

Suicide Attempts Yes No \_\_\_\_\_

Hallucinations Yes No \_\_\_\_\_

Drug Problems Yes No \_\_\_\_\_

Psychiatric Treatment Yes No \_\_\_\_\_

**Education/Employer(or for child, parent's current employer)**

Highest grade/degree completed? \_\_\_\_\_ College/Graduate

Major(s): \_\_\_\_\_

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

If student, school attending \_\_\_\_\_



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## HIPAA Patient Notice of Privacy Practices

Due to the “Privacy Rule” established by the Department of Health and Human Services, any personal healthcare information is protected and kept confidential for your privacy. The Privacy Rule establishes a standard for certain health care providers to obtain their patients’ consent for uses and disclosures of health information in order to carry out treatment, payment, or healthcare operations.

We respect the privacy of your personal medical records. We will take precautions to secure and protect that privacy. When appropriate we will provide only the minimal information necessary in order to provide health care that is in your best interest. Please carefully read our “Office Policies and Procedures” for more details.

With your consent, disclosure of your personal health information may be shared for purposes of treatment, payment, or health care operations with hospitals, pharmacies, health plans, co-treaters, and laboratories.

You may refuse to consent to the use or disclosure of your personal health information, but this must be in writing. Under this law, if you refuse to disclose your Personal Health Information (PHI), we have the right to refuse to treat you. If you choose to give your consent, at some future time you may request to refuse to disclose all or part of your PHI. You may not revoke actions that have already been taken which relied on a previously signed consent. You have the right to receive accounting of any disclosures we have made.

You have the right to receive a copy of your PHI at this counseling center, but your request must be submitted in writing. In certain situations your therapist may deny your request. If so, you will be told in writing the reasons for denial and your right to have the denial reviewed. If you request copies of your PHI, you will be charged no more than \$.25 each page. Your therapist may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

You have the right to have your therapist amend your PHI. If we deny your request, you may file a disagreement with us and prepare a rebuttal, which will be added to your PHI.

All of our therapists and employees undergo training to understand and comply with government rules and regulations regarding the Health Insurance Portability and Accountability Act (HIPAA), with particular emphasis on the “Privacy Rule.” We strive to achieve the very highest standards of ethics and integrity in performing services for our patients.

We have implemented a Compliance Program that we believe will help us prevent any inappropriate use of your PHI. We welcome your input regarding any service problem so that we may remedy the situation promptly.

If you have any questions, please ask to speak with Aloma DeVaux, HIPAA Compliance Officer, at 619 298-8722x110. You may also file a complaint to the Secretary of Health and Human Services if you believe we have violated your privacy rights.

I acknowledge receipt of this notice.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Client Signature \_\_\_\_\_ Date \_\_\_\_\_



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### **Consent for Videotaping of Sessions**

In order to provide the best possible therapy for you, Kimberly McNary, LMFT MFC#80011, tapes her sessions to meet with supervisor consults or training groups on a regular basis. At some point you may also be asked to participate in a therapy session which will be observed live by a consultant or training group. In this case, you will know in advance.

With your consent, Kimberly McNary will present your case via video tape to therapists/supervisors she consults with. In addition, a summary of the presenting problem will also be included in this presentation. Absolutely no identifying information is presented to the consultation group or training group. All consultant or training groups follow the same confidentiality guidelines as Kimberly McNary. If by chance someone in the group was to know you or a member of your family, they will be asked to immediately leave the group and will not be permitted to participate in the portion of the meeting involving your case. In addition, you have a choice on whether you would like to be videotaped and whether you want just Kimberly viewing or it is ok to share at a consult meeting.

Please note that due to liability concerns, Kimberly McNary, LMFT, and any associated of McNary Therapy, A Marriage & Family Practice, PC do NOT allow any videotaping or audiotaping without the therapist's explicit consent. Please initial below.

I understand that I am not allowed to record my sessions via audio, video or by other means without the Therapist's explicit consent.

I am willing to be recorded by video to be reviewed with a consultation and/or training group.

I prefer to have just Kimberly view my taped sessions.

I am willing to participate in a live consultation and/or training group with minimal background - relationship and individual clinical history revealed.



**Authorization for Taping of Counseling Sessions**

I, \_\_\_\_\_, hereby give permission for my Therapist, Kimberly McNary to videotape my counseling sessions. I understand that the purpose for this taping is for my therapist to consult with his/her supervisor consultants to ensure the best possible treatment planning for my case, as well as keep our sessions focused.

I also understand that all therapy is bound by the laws of confidentiality, and that neither my counselor nor the consultant or training group will disclose any information about my identity or the details of my treatment outside of their consultation.

I know that I can revoke this release in writing at any time I choose to.

\_\_\_\_\_  
Client(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date