

DECLARATION OF PRACTICES AND PROCEDURES

Christina L Garcia, M.Ed, LPC #84334 TX

Qualifications: I hold a Master of Education in Clinical Mental Health from Lamar University. I am licensed as a Counselor, LPC #84334, with the Texas Licensed Professional Counselors Board of Examiners, PO Box 149347, Austin, Texas 78714-9347, (512) 834-6658 (tel.). I am certified as a Special Teacher and Early childhood-4th grade teacher in the state of Texas.

Counseling Relationship: As a Licensed Professional Counselor my goal is to help those who are hurting, as well as work with families with children with ADHD, ID and/or Autism Spectrum Disorder. We all face difficulties in life and sometimes need help working through those difficulties. I will walk with you through life's difficulties and together we will experience a better life. My experience includes crisis intervention, parenting guidance, couples counseling and trauma and mental illness. I use sound, evidenced-based counseling techniques. Using a HIPPA/PHI compliant platform, I offer all sessions via telehealth (online or phone). I also meet families in their homes or in public locations as deemed necessary. I look forward to walking with you through life's difficult times and celebrating with you better times.

Areas of Expertise: I specialize in crisis counseling, suicidal ideation, trauma, and Cognitive Behavioral Therapy (CBT), DBT and EMDR. I work with clients from all backgrounds with all issues. I have worked with the LGBTQ community, addressed depression, anxiety, PTSD, abuse, chronic illness, and ADHD just to list a few.

Fee Scales: The fee for my services is \$100.00 per session (50 minutes). Initial sessions are \$100 for 45 minutes. If travel is involved, the fees may change. However, all fees will be discussed before charged. I also offer 30 minute sessions for \$55. I will provide, upon request, a statement for you to file with your insurance. I offer a sliding scale for clients through a 3rd party organization, [Open Path Collective](#). The client will need to participate in this organization and offer justification. Payment is due in full at the time of service. Clients are seen by appointment only.

Cancellation Policy: *Clients may be charged up to the full session fee for appointments that are broken or canceled without 48-hour notice.* Clients who are behind payment more than two sessions, and/or have a balance owed on their account, will need to bring their balance to zero prior to scheduling future services.

Services Offered and Clients Served: I work with individuals, families, and couples. I provide both online and phone sessions that are HIPPA/PHI compliant. I also offer in person sessions at In These Shoes Therapy and Wellness located in Clear Lake. My services are focused on the client's needs, a person-centered approach with the purpose of helping the client reach his/her/their personal goals. I work with ages 4 and up.

Code of Conduct: I follow by the American Counseling Association Code of Ethics. <https://www.counseling.org/resources/aca-code-of-ethics.pdf>, as well as the state law in which the client resides. However, if there is a discrepancy that arises between the two, the state law will preside over the ACA Code of Ethics.

Emergency Situations: My clients are provided my cell phone in case of an emergency in between sessions. However, as I explain to my clients, confidentiality and around the clock services cannot always be guaranteed. As stated on my message, if the client feels they are having an emergency, they are instructed to hang up and dial 911 or go to the nearest emergency room for assistance. The national suicide hotline number is 1-800-273-8255. My clients are informed that all intermediary contacts (email, phone, text, and/or client portal) will be responded to within 48 hours. Conversations in between sessions will be charged as a session if it lasts at least 30 minutes or longer.

Physical Health: It is advisable for all clients to obtain regular physical exams during treatment. It is also advisable for clients to allow for their medical physician to correspond with me in order to provide the best holistic treatment possible. Clients will be provided a release of records form to allow communication between me and the clients' primary care doctor and/or psychiatrist.

Privileged Communications: All communication is considered privileged except in the following situations:

1. The client signs a written release of information indicating informed consent of such release.
2. The client expresses intent to harm him/herself or someone else.
3. There is a reasonable suspicion of abuse/neglect against a minor child, elderly person (65 or older), or a dependent adult.
4. A subpoena or other court order is received directing the disclosure of information.

When working with couples, all communication discussed in individual sessions will be treated under confidentiality guidelines unless the individual has given written permission for me to share such information in the couple's sessions.

When working with minors, all communication discussed will be treated under confidentiality guidelines. However, the parents will be provided with status updates as requested.

Court Deposition/Subpoena: Clients understand that for a therapist to participate in court, it requires asking other clients to adjust their schedules to another day and/or time. For that reason, clients that need my assistance in a court matter understand that all fees are to be collected prior to the court date. Clients understand that by obtaining and securing my services, they will have access to my services for the duration of that particular day. If the court date is rescheduled, the client will notify me within 48 hours. If the client does not notify me within the 48 hours, the client understands that if he/she/they need me on a different day, they may be required to pay all fees again. If the client needs for me to be available for additional days, he/she/they will need to pay the required fees prior to those days. All clients will sign this document at the time of intake in order to provide notification should a court issue arise.

If the client's attorney is subpoenaing the client's progress notes and/or assessments, a fee of \$5/page will be assessed. If a letter is needed, a fee of \$100/letter will be assessed. If a psychological evaluation is needed, a fee of \$950/evaluation will be assessed.

In the state of Texas, a court-ordered subpoena can require me to release records or require my testimony at a court hearing. In the state of Virginia, a client can request information to not be used as evidence in a court proceeding. Therefore, I do have the option, ethically and legally, to file a "motion to quash." Therefore, if subpoenaed, the client will be informed regarding the content of the requested records and/or potential nature of requested testimony before the release of information. It is at that time the client is able to provide consent. However, in the absence of the informed consent from the client, there is not an ethical basis for my releasing of information under a judge's order (court order).

Child(ren)/Adolescent Client with Divorced Parents: *The parent requesting counseling services for their child will need to supply a copy of the divorce decree stating they have complete and/or shared responsibility to seek counseling services for the child(ren)/adolescent(s). If the child(ren)/adolescent's parent shares the responsibility in obtaining counseling services, the parent understands that I have the duty to inform the other parent.*

Client Responsibilities: In order for counseling to be the most effective, it is vital for you, the client, to be as forth coming, honest, and provide the most effort as possible. Perfection is not expected. There will be times a suggestion or skill may be suggested, as the client, your concerns, thoughts, feelings, and suggestions regarding this skill is vital to the process. With your input, we can make necessary adjustments to better serve your end goals. If at any time you no longer feel that a change in treatment or professional is needed, please let me know and I will be happy to refer you, or we will locate a treatment that will better suit your needs. If you are currently seeking treatment with another therapist, for your benefit, you will need to either discontinue services with the other therapist or with my services.

Potential Counseling Risk: With counseling, risk is possible as the client examines his or her feelings, thoughts, behaviors, current and/or past relationships. This can cause inner turmoil as the client processes through the stages of change. During the course of treatment other issues may arise the client may not have been aware of initially. As this develops, the client should feel free to share all new feelings and concerns so they too can be addressed.

Service Agreement: I the client have read this and/or have had it read to me, asked the opportunity to ask any questions I may have regarding this document and fully discuss said questions with my counselor. I feel that my questions have been fully answered. I agree to act responsibly as the client as agreed to in this document. I understand that as the client, I have responsibilities just as my therapist as responsibilities to the therapeutic process and my failure to act accordingly will hinder my healing. I therefore agree to enter into counseling with this Counselor and to cooperate fully and to the best of my ability, as shown by my signature below. I fully understand that I have a right to withdraw my consent from counseling at any time and for any reason, however, I agree to a session with my counselor prior to discuss my concerns prior to withdrawing in an effort for my counselor to help me secure a solid referral source. I understand that my counselor has made no specific promises about treatment results, the effectiveness of procedures, or the number of sessions for counseling to be effective.

_____ Date: _____

Client Signature

I, _____, give permission for Christina L Garcia to conduct counseling and/or appropriate assessments with my (relationship) _____, _____ (name of minor).

I, the therapist, have discussed the issues above with the client. My observations of this client's behavior and responses give me no reason, in my professional judgment, to believe that this person is not fully competent to give informed and willing consent.

_____ Date _____

Signature of therapist