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Introduction to Therapy Services

Welcome!

Therapy involves a unique relationship: it is personal within a professional framework. The following paragraphs are written to describe how therapy works, including the business, legal, and ethical practices. My intention is to begin our work together with clarity and shared understanding. Please take a moment to read through this document. If you have any questions about what you read here, please let me know.

The areas that specifically address working with children and adolescents are highlighted in *italics*.

Our Therapy Process

BACKGROUND/CREDENTIALS

I am a Licensed Professional Clinical Counselor (LPCC #4548) through the California Board of Behavioral Sciences and a Registered Art Therapist (AT-R #17-210) through the national Art Therapy Credentials Board. If you would like to know more about me, or my background, you can read the bio on my website: www.JessicalIrving.com or ask questions at any time.

THE BENEFITS AND RISKS OF THERAPY

I approach my work with optimism. In therapy, people have a chance to experience their own humanness in a powerful way that can result in deep relief and a profound sense of moving beyond perceived limitations. Personal goals and values can become clearer and life more enjoyable. People may experience more groundedness, ease, balance, joy, and creativity. They may find a deeper sense of meaning and purpose in their lives and a greater capacity for intimacy and connection. They may also find that their comfort, stamina, and effectiveness in social, academic, and/or work settings expands.

Therapy may (or may not) also involve some discomfort, including remembering and exploring unpleasant events, sensations, and experiences. The process may evoke feelings of sadness, grief, fear, frustration, etc. There may also be times in which I will respectfully challenge your habitual ways of relating to yourself and the world. At all times, my intention will be to move through these processes in a way that encourages emotional safety and positive growth. It is also always your right to choose whether and how much you would like to share, disclose, or explore in any moment.

I want you to know that sometimes your goals in therapy may result in unintended outcomes, including changes in personal relationships. Please be aware that any decision to change the status of your personal relationships is completely your own choice.

In general, your desired changes may be easy and swift at times, but may also be slow and arduous at others. My hope is that we can address any concerns that may arise as an integral

part of our work together. Finally, even with our best efforts, there is no guarantee that therapy will meet your needs.

LIMITATIONS

As a Licensed Professional Clinical Counselor (LPCC #4548), I want you to know my limits — which serve to protect the clarity and purpose of our relationship:

- I do not give advice regarding the law, medicine, finances, or any other profession.
- While we may discuss nutrition, sleep, and physical health as they relate to your mental health and overall well-being, I encourage you to discuss any concerns, questions, or changes in these areas with your trusted medical professional.
- I do not perform custody evaluations or make recommendations to the court.
- If our work together includes family members, I will request that all adults involved authorize any release of information before releasing information.
- If your concerns are beyond my scope, experience, or competence, I will let you know and support your transition to another professional where your concerns can be optimally addressed.

HOW TO END THERAPY

As a client, you can choose to end therapy at any time. With this choice, I would prefer that we meet once more to help with closure and transition. With your request, I will also attempt to ensure a smooth transition to another therapist, if you desire, by offering referrals. Reasons to end therapy may include mutual recognition that your needs and goals have (or have not) been accomplished, that your goals are outside of my scope of competence or practice, and/or that your needs would be better served by another professional. An additional reason may include the development of a conflict of interest.

MY INTENTION

I am rigorous in holding awareness of the complexity involved in social, economic, and cultural diversity. I do not discriminate because of age, sex, gender identity, sexual or romantic orientation, marital or family status, race, class, religious beliefs, ethnic origin, residence or citizenship, veteran status, physical disability, health status, or criminal record. This is a personal intention and commitment.

Appointments & Billing

APPOINTMENTS & CANCELLATIONS

In general, therapy is most effective when it is consistent. Taking all factors into consideration, most clients attend one appointment (approximately 50 minutes) per week, and more if needed to deal with an immediate crisis. Once a client experiences the desired changes, sessions may be reduced to 1 to 2 times per month. We will discuss together what is best for you. The length of treatment may take several weeks, months, or years depending on your goals, desires, interest, finances, and other factors.

An appointment is a commitment to our work. If I am ever unable to start on time, I ask for your understanding and I will do my best to provide a full therapy session. If you are late, I ask for your understanding of my need to end our session on time, as I typically have sessions scheduled on the hour.

If you need to cancel or reschedule a session, please give 24 hours notice. I may charge my full fee for any session cancelled with less than 24 hours notice. To cancel or reschedule, please call or text: Jessica at 805-550-6184.

INSURANCE

At this time, I do not accept most types of insurance, other than Cencal and the Victim Compensation Program. Aside from those two programs, clients will be responsible for their own fees, due at the time of each visit. If you choose to use your insurance, I would be happy to prepare a Superbill (HCFA) that you can submit to your insurance company to seek reimbursement for fees you have already paid. While insurance companies typically offer some reimbursement (or credit toward unmet deductibles), you may want to contact your insurance company directly to verify their policies and what your specific plan covers.

FEE AND FEE ARRANGEMENTS

Clients (or parents) are expected to pay for services at the time services are rendered, unless we make another mutual agreement. I accept cash, checks, and debit/credit card payments in office and on-line through Square. My standard fee for service is \$140 per session. I may adjust this fee periodically. Clients (or parents) will be notified of any fee adjustment in advance. I may also offer a sliding scale to clients who are experiencing substantial financial difficulties.

From time-to-time, I may engage in telephone communication with a client (or client's parents) for purposes other than scheduling sessions. The client (or client's parent) is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

When working with children and adolescents, consultations with parents/guardians can be an integral part of our process. While I will protect the child's confidentiality, these consultations can be a valuable opportunity to discuss progress and strategies for supporting both the child and the family. I offer brief (15-20 minute), periodic parent/guardian consultations by phone or in person at no charge, as needed. However, if parents or guardians would prefer a full session to explore concerns or strategies with more depth, my standard rates (\$140 per session) will apply. If you have any questions about this, please let me know.

AVAILABILITY

You may leave a confidential voicemail message with me at any time. I will make every effort to return calls within one business day (Monday, if a message is left over the weekend); but, I cannot guarantee that calls will be returned immediately. My number is: **805-550-6184**. Please be aware that, on occasion, cell phones can be unreliable.

You may leave email messages for me at: Jessica@Jessicalrving.com. If your email requests a response, I will respond to you as soon as I am able to do so. While email can provide an additional option for communication, it is not meant to take the place of a therapy session. My responses will most likely be brief. Also, be aware that although I take every precaution to ensure the confidentiality of your email messages, there is the possibility that email communications (as well as cell phone communications) can be intercepted. For this reason, please consider carefully what (and whether) you would like to communicate via email, text, or voicemail.

In general, I will be away from my work email and work cell phone during the evenings and weekends and will not check them or respond until the next business day. **If you should experience an emergency and are unable to reach me directly, please call 911 or SLO Hotline at 800-783-0607 immediately.**

Throughout the year, I may take time off for holidays or vacations. While I will make every effort to adjust my schedule to meet your needs around these times, please let me know if you ever feel concerned about your (or your child's) well-being while I am out. We can identify support strategies, which may include referrals for a trusted colleague during my absence. Should an

unexpected event occur that leaves me unable to continue services, I will make every effort to connect you with referral options.

Confidentiality and Records

CONFIDENTIALITY

Within certain legal limits (see below), information revealed by you during the course of therapy will be kept completely private and will not be revealed to anyone without your written permission. If you participate in therapy with significant others or family members, I will not disclose confidential information about your treatment unless all person(s) who participated in the treatment provide their written authorization to release that information.

Under certain legally defined situations, I am mandated to reveal information you tell me during the course of therapy to other persons without your written consent. These legally defined situations include:

- If you reveal to me active child physical/sexual abuse or neglect; or that someone you know, who has behaved abusively in the past, is in contact with minors and there is a reasonable suspicion that he or she may still be abusing minors; you reveal to me active abuse (i.e. physical; sexual; fiduciary) of a dependent adult (18-64) or an elder (65 and older).
- If you make a serious threat of intention to harm another person, I am required by law to warn the intended victim(s) and notify the appropriate law enforcement agencies.
- If I receive an order from the court by a judge to provide your treatment records.
- If you are actively suicidal with the intention of harming yourself.
- A federal law known as *The Patriot Act of 2001* requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents, and other items and prohibits the therapist from disclosing to the patient that the FBI sought or obtained the items under the Act.
- Please note that domestic or intimate partner violence is not reported unless witnessed by a child. However, if you are involved in domestic violence, I encourage you to take safety precautions for you and your family members. If you would like more information about community resources for domestic violence, please let me know.

Although parents can expect to be kept up to date about their child's progress in therapy, they will not be privy to detailed discussions between their child and me, unless they are invited to be part of the therapy with the child — or in the event of any serious concerns I might have regarding the safety of their child, including suicidal thoughts, intentions, or behaviors. In order to create a safe, effective, trust-based therapeutic environment, I must be able to offer the child a sense that the information they share can be held in confidence, until and unless they decide to share it.

PROFESSIONAL CONSULTATION

To maintain my development as a clinician, I participate in continuing education and clinical consultation with colleagues. However, during such consultations, I do not reveal any personally identifying information regarding my clients.

To support the effectiveness of therapy, I prefer to work collaboratively with my clients' physicians, psychiatrists, pediatricians and other professionals — should my client's goals call for a more comprehensive approach. In this case, any contact with a client's physician, etc. would require that client's written authorization.

RECORDS AND RECORD KEEPING

Under California law, I am required to keep confidential records of my work with clients. These notes constitute my clinical and business records. I will maintain these records for at least ten years following the end of therapy or when a client is 21 years of age, whichever is longer. However, after ten+ years, records will be disposed in a manner that preserves confidentiality.

Parents may have the right to access records regarding their child who is a client. However, this right is subject to certain exceptions set forth in California law. Should a parent request access to my records, such a request will be responded to in accordance with California law.

CLIENT LITIGATION & THERAPIST-CLIENT PRIVILEGE

The information disclosed by a client, as well as any record created, is subject to the therapist-client privilege. Therapist-client privilege results from the unique relationship between a therapist and client in the eyes of the law; this privilege is akin to attorney-client privilege or doctor-patient privilege. Typically, the client is the holder of the therapist-client privilege. If I receive a subpoena for records, deposition testimony, or live testimony in a court of law, I will assert the therapist-client privilege on my client's behalf until instructed, in writing, to do otherwise by my client. A client should be aware that he/she might be waiving the therapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. A client should address any concerns he/she might have regarding the therapist-client privilege with his/her attorney.

When a client is a minor child, the holder of the therapist-client privilege is either the minor, a court appointed guardian, or minor's counsel. Parents typically do not have the authority to waive the therapist-client privilege for their minor children, unless given such authority by a court of law.

In general, I do not make any recommendation as to custody or visitation regarding a minor client. I am willing to provide referrals to legal resources, including child custody evaluators. Moreover, I generally do not provide records or testimony unless legally required to do so. Should I be subpoenaed or ordered by a court of law to appear as a witness in an action involving my client, my client (or parents of client) must agree to reimburse me for any time spent for preparation, letter-writing, travel, or other extra-session time at my current hourly rate.

POLICY REGARDING CONSENT FOR THE TREATMENT OF A MINOR CHILD

As a therapist, I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of a parent to give consent for therapy, I will require that a parent submit supporting legal documentation, such as a custody order, prior to the commencement of services.

Updated 4/2023

Health Insurance Portability & Accountability Act (HIPAA)

Notice of Privacy Practices

I. 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.

II. I HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)

I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I've created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. I must provide you with this Notice about my privacy practices, and such Notice must explain how, when, and why I will "use" and "disclose" your PHI. A "use" of PHI occurs when I share, examine, utilize, apply, or analyze such information within my practice; PHI is "disclosed" when it is released, transferred, has been given to, or is otherwise divulged to a third party outside of my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And, I am legally required to follow the privacy practices described in this Notice.

However, I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI on file with me already. Before I make any important changes to my policies, I will promptly change this Notice and post a new copy of it in my office. You can also request a copy of this Notice from me, or you can view a copy of it in my office.

III. HOW I MAY USE AND DISCLOSE YOUR PHI.

I will use and disclose your PHI for many different reasons. For some of these uses or disclosures, I will need your prior written authorization; for others, however, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

A. Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. I can use and disclose your PHI without your consent for the following reasons:

1. For Treatment. I can use your PHI within my practice to provide you with mental health treatment, including discussing or sharing your PHI with my trainees and interns. I can disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are involved in your care. For example, if a psychiatrist is treating you, I can disclose your PHI to your psychiatrist to coordinate your care.

2. To Obtain Payment for Treatment. I can use and disclose your PHI to bill and collect payment for the treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for the health care services that I have provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies, and others that process my health care claims.

3. For Health Care Operations. I can use and disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professionals who provided such services to you. I may also provide your PHI to my accountant, attorney, consultants, or others to further my health care operations.

4. Patient Incapacitation or Emergency. I may also disclose your PHI to others without your consent if you are incapacitated or if an emergency exists. For example, your consent isn't required if you need emergency treatment, as long as I try to get your consent after treatment is rendered, or if I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think that you would consent to such treatment if you were able to do so.

B. Certain Other Uses and Disclosures Also Do Not Require Your Consent or Authorization. I can use and disclose your PHI without your consent or authorization for the following reasons:

1. When federal, state, or local laws require disclosure. For example, I may have to make a disclosure to applicable governmental officials when a law requires me to report information to government agencies

and law enforcement personnel about victims of abuse or neglect.

2. When judicial or administrative proceedings require disclosure. For example, if you are involved in a lawsuit or a claim for workers' compensation benefits, I may have to use or disclose your PHI in response to a court or administrative order. I may also have to use or disclose your PHI in response to a subpoena.

3. When law enforcement requires disclosure. For example, I may have to use or disclose your PHI in response to a search warrant.

4. When public health activities require disclosure. For example, I may have to use or disclose your PHI to report to a government official an adverse reaction that you have to a medication.

5. When health oversight activities require disclosure. For example, I may have to provide information to assist the government in conducting an investigation or inspection of a health care provider or organization.

6. To avert a serious threat to health or safety. For example, I may have to use or disclose your PHI to avert a serious threat to the health or safety of others. However, any such disclosures will only be made to someone able to prevent the threatened harm from occurring.

7. For specialized government functions. If you are in the military, I may have to use or disclose your PHI for national security purposes, including protecting the President of the United States or conducting intelligence operations.

8. To remind you about appointments and to inform you of health-related benefits or services. For example, I may have to use or disclose your PHI to remind you about your appointments, or to give you information about treatment alternatives, other health care services, or other health care benefits that I offer that may be of interest to you.

C. Certain Uses and Disclosures Require You to Have the Opportunity to Object.

1. Disclosures to Family, Friends, or Others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in sections III A, B, and C above, I will need your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I haven't taken any action in reliance on such authorization) of your PHI by me.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

You have the following rights with respect to your PHI:

A. The Right to Request Restrictions on My Uses and Disclosures. You have the right to request restrictions or limitations on my uses or disclosures of your PHI to carry out my treatment, payment, or health care operations. You also have the right to request that I restrict or limit disclosures of your PHI to family members or friends or others involved in your care or who are financially responsible for your care. Please submit such requests to me in writing. I will consider your requests, but I am not legally required to accept them. If I do accept your requests, I will put them in writing and I will abide by them, except in emergency situations. However, be advised, that you may not limit the uses and disclosures that I am legally required to make.

B. The Right to Choose How I Send PHI to You. You have the right to request that I send confidential information to you to at an alternate address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail). I must agree to your request so long as it is reasonable and you specify how or where you wish to be contacted, and, when appropriate, you provide me with information as to how payment for such alternate communications will be handled. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

C. The Right to Inspect and Receive a Copy of Your PHI. In most cases, you have the right to inspect and receive a copy of the PHI that I that I have on you, but you must make the request to inspect and receive a copy of such information in writing. If I don't have your PHI but I know who does, I will tell you how to get it. I will respond to your request within 30 days of receiving your written request. In certain situations, I may deny your request. If I do, I will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed.

If you request copies of your PHI, I will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, I may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

D. The Right to Receive a List of the Disclosures I Have Made. You have the right to receive a list of instances, i.e., an Accounting of Disclosures, in which I have disclosed your PHI. The list will not include disclosures made for my treatment, payment, or healthcare operations; disclosures made to you; disclosures you authorized; disclosures incident to a use or disclosure permitted or required by the federal privacy rule; disclosures made for national security or intelligence; disclosures made to correctional institutions or law enforcement personnel; or, disclosures made before April 14, 2003.

I will respond to your request for an Accounting of Disclosures within 60 days of receiving such request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date the disclosure was made, to whom the PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you make more than one request in the same year, I may charge you a reasonable, cost-based fee for each additional request.

E. The Right to Amend Your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your

PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file one, you have the right to request that your request and my denial be attached to all future disclosures of your PHI. If I approve your request, I will make the change to your PHI, tell you that I have done it, and tell others that need to know about the change to your PHI.

F. The Right to Receive a Paper Copy of this Notice. You have the right to receive a paper copy of this notice even if you have agreed to receive it via e-mail.

V. HOW TO COMPLAIN ABOUT OUR PRIVACY PRACTICES

If you think that I may have violated your privacy rights, or you disagree with a decision I made about access to your PHI, you may file a complaint with the person listed in Section VI below. You also may send a written complaint to the **Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W., Washington, D.C. 20201**. I will take no retaliatory action against you if you file a complaint about my privacy practices.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me:
Jessica Irving, M.A., PCCI: 805-550-6184

VII. EFFECTIVE DATE OF THIS NOTICE: This notice went into effect on April 14, 2003.