

Mary Lou Devlin, LMFT

Psychotherapist

License #37377

OFFICE POLICIES and TREATMENT CONSENT

This document is intended to provide the client with important information regarding the therapist practices, policies and procedures.

Risks and Benefits of Therapy

Progress and success in therapy may vary depending upon the problems or issues being addressed. Participation in therapy may benefit client by reducing stress and anxiety, decreasing negative thoughts and self-sabotaging behaviors, improving interpersonal relationships and resolution of the specific concerns that led client to seek therapy. Working towards these benefits; however, requires effort on the client's part. They require active involvement, honesty, openness, and a willingness to change thoughts, feelings, and/or behaviors.

Associated risks in psychotherapy include feeling some emotional discomfort, including remembering or talking about unpleasant events, feelings, or thoughts can result in experiencing considerable discomfort from strong feelings of anger, sadness, worry, and fear. Clients may experience anxiety, depression, or insomnia. The Therapist (Mary Lou Devlin, MFT) may challenge some of those assumptions or perceptions. The therapist may propose different ways of looking at, thinking about, or handling situations that cause client to feel upset, angry, depressed, challenged or disappointed. Attempting to resolve those issues is typically what brought the client to therapy in the first place. The issues presented by the client in therapy, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, housing, or relationships. The client should be aware that any decision on the status of a personal relationships is the sole responsibility of the client.

During the therapeutic process, many clients find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change will be easy and swift at times, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

Confidentiality

Marriage and family therapists do not disclose client confidences, including the names or identities of their clients, to anyone except a) as mandated by law, b) as permitted by law, c) when the marriage and family therapist is a defendant in a civil, criminal or disciplinary action arising from the therapy (in which case client confidences may only be disclosed in the course of that action), or d) if there is an authorization previously obtained in writing, and then such information may only be revealed in accordance with the terms of the authorization. All information disclosed within session and the written record (psychotherapy notes) pertaining to those sessions are confidential and may not be revealed to anyone without client's written permission, except where disclosure is required by law (see below).

1. Mandatory Exceptions to Confidentiality

Most mandatory exceptions to confidentiality are well known and understood. They include reporting child, elder and dependent adult abuse, and the so-called "duty to protect." There are other, lesser known exceptions also required by law.

2. When Disclosure Is Required by Law

Some of the circumstances where disclosure is required by the law are:

- a. Where there is a reasonable suspicion of child abuse. The definition of "child abuse or neglect" includes physical injury inflicted by other than accidental means upon a child by another person, sexual abuse as defined in neglect as defined in willful cruelty or unjustifiable punishment as defined in and unlawful corporal punishment or injury.
- b. Elder and dependent adult abuse and neglect is defined, *"Abuse of an elder or a dependent adult" means either of the following:*
 - i. *Physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment with resulting physical harm or pain or mental suffering; or*
 - ii. *The deprivation by a care custodian of goods or services that are necessary to avoid physical harm or mental suffering"*
- c. Therapists have a duty to warn when a client communicates to the therapist a serious threat of physical violence against a reasonably identifiable victim or victims. If there is a duty to warn, under the limited circumstances specified above, the duty shall be discharged by the therapist making reasonable efforts to communicate the threat to the victim or victims and to a law enforcement agency.
- d. If client threatens to harm him/herself or is in such a mental or emotional condition as to be dangerous to him/herself, I may be obligated to take protective action, including contacting the police, seeking hospitalization for client, or contact family members or others who can provide protection.

3. When Disclosure May Be Required

- a. Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated upon you, the defendant may have the right to obtain information about the professional services I provided to you and/or the records thereof, such information is protected. I cannot provide any information without client's written authorization (or that of client's legally-appointed representative), or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order therapist to disclose information.
- b. If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it to them.
- c. Disclosure of confidential information may be required by your health insurance carrier to process claims.
- d. If you file a complaint or lawsuit against me or if I am a defendant in a civil, criminal or disciplinary action arising from the therapy, client confidences may be disclosed in the course of that action).

4. "No Secrets" Policy for Conjoint or Family Therapy

- a. When I agree to treat a couple or a family, I consider that couple or family (the treatment unit) to be the client.
- b. Requests for records of the couple or the family will require authorization of all members of the treatment unit.
- c. During my work with a couple or a family, I may see a smaller part of the treatment unit (e.g., an individual or siblings) for one or more sessions. These sessions should be viewed as a part of the work that I am doing with the treatment unit, unless otherwise indicated.
- d. If you are involved in one or more individual sessions with me, please understand that

these sessions are confidential in the sense that I will not release any confidential information to a third party unless required by law to do so or if I have your written authorization. However, I may need to share information learned in an individual session with the entire treatment unit – that is, the family or the couple. I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and if appropriate, first give the individual being seen the opportunity to make the disclosure.

- e. If you feel it necessary to talk about matters that you absolutely want to be shared with no one, you will need to consult with an individual therapist who can treat you individually.
- f. Freedom to exercise clinical judgement in sharing information with the entire treatment unit, will prevent placing me in a situation where I might have to terminate the therapy.

5. **Clinical Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. I may participate in clinical, ethical and legal consultation with other licensed professionals. During such consultation, I will not reveal any personally identifying information regarding clients.

Electronic Communication

1. **Email Communication**

Traditional email is not a secure form of communication. Email should only be used for administrative purposes. That means that email exchanges with me should be limited to things like setting and changing appointments, billing matters and other related issues. Please refrain from emailing about clinical matters. All clinical matters should be discussed on the phone or during our scheduled therapy sessions. The telephone or face-to-face contact simply is the most secure mode of communication. If you are having a life-threatening emergency, please call 911 or go to the nearest emergency room.

2. **Text Messaging**

Text messaging is an even less secure mode of communication. I will not text message or respond to text messages from anyone in treatment with me unless it is regarding last minute notification of delay/cancellation of imminent appointment. Please do not text message. Again, telephone or face-to-face contact simply is the most secure mode of communication. If you are having a life-threatening emergency, please call 911 or go to the nearest emergency room.

3. **Social Media**

I do not communicate with or contact any clients through social media platforms like Twitter, Instagram, Facebook, etc.

I may participate on some social network platforms in a professional and non-professional capacity. If you should encounter me accidentally on one of those sites, you should discuss it with me during our regularly scheduled session. Please do not try to contact me through those network sites. I will not respond and will terminate any online contact no matter how accidental.

4. **Website**

I reserve the right to launch a website for professional use. You are free to access it. It will be solely for professional reasons to provide information to others about my practice.

Contacting Therapist

If you need to reach me between sessions, my telephone is answered by voicemail. Please leave a message with your availability for a return call, but be aware that I may not receive your message until the following business day. I will make every effort to return your call the same day apart from weekends and holidays.

If you have a life-threatening emergency, please dial 9-1-1 immediately or go to the nearest emergency room.

Appointments and Fees

1. Appointments

Session times are typically 55 minutes (one appointment hour of 55-minute duration) and usually once a week. Sessions running longer than 55 minutes will be charged pro rata for additional time, at therapist's discretion. The first 2-4 sessions will be used to assess your needs. During that time, we can both decide if I am the best person to serve you in achieving your treatment goals.

2. Fees

- a. You will be expected to pay your agreed upon session fee for each session at the time of service. Payment schedules for other professional services will be agreed to when they are requested.
- b. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment. If you are paying by check and I am unable to cash it due to insufficient funds, please note that you will be billed a \$35 administrative fee plus any additional fees charged to me by my bank.
- c. If your account has not been paid for more than 3 session days and arrangements for payment have not been agreed upon, I reserve the right to terminate treatment.
- d. The initial assessment appointment typically runs 75 minutes and is billed at \$175 for the session. Thereafter, my hourly fee is \$150/hour. To maximize our time together, please have your check prepared in advance of our meeting.
- e. I also accept credit card payments. You will need to complete and sign a Credit Card Payment Authorization Form. This form gives me permission to charge your credit card for each session so we do not need to take valuable session time to collect and record your payments. Credit Card charges will appear as Devlin Enterprises on your monthly credit card statement.

3. Cancellation

Scheduling an appointment involves reserving time specifically for you. I require 24-hour advanced notice for cancelling or re-scheduling appointments. If you cancel within less than 24 hours, you will be billed at the full session amount.

Insurance

1. In Network

I am in-network with some insurances. If you are using your insurance, please be aware that you may have a deductible (an amount you must pay before your insurance benefits take effect) and

will likely have a copay or co-insurance payment due at the time of service. If a deductible applies, you will be charged the full contracted rate for services until the deductible is satisfied.

As a courtesy, I will verify your benefits with your insurance company ahead of our first appointment. There is no guarantee that the information is accurate until your insurance is billed. Occasionally insurance companies give us different information regarding your deductible and copay than they provide to you, so we encourage you to review your benefits and call your insurance company to verify what your out-of-pocket costs will be for each session. **Please bring your insurance card to your first session if you are using insurance.**

2. Out of Network

- a. If you have health insurance, please let me know and I will provide you with a monthly insurance statement that you can submit to your insurance company for reimbursement.
- b. It is the responsibility of the client to check with his/her insurance company to determine coverage; not all issues/conditions/problems are reimbursed by insurance companies.
- c. It is the responsibility of the client to submit all billing forms directly to the insurance company for reimbursement.
- d. Disclosure of confidential information may be required by your health insurance carrier to process claims.
- e. Full payment of therapist fee is due at the time of service.

Termination of Therapy

As referenced above, after the first couple of sessions, we will determine if I am the person best suited to help you achieve your treatment goals. The length of your treatment and the timing of termination of therapy depend on the specifics of your treatment plan and the progress you make. I will discuss a plan for termination with you as you approach the completion of your treatment goals. You may choose to discontinue therapy at any time. Other reasons for termination may include, but are not limited to: untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, client needs are outside therapist's scope of competence or practice, or client is not making adequate progress in therapy. In any of these cases, I will attempt to ensure a smooth transition to another therapist by offering referrals to the client.

Acknowledgement

Client agrees to sign acknowledgment that he/she has reviewed the office policies and treatment consent and fully understands the terms and conditions. Client further acknowledges that any questions or concerns have been addressed between Client and Therapist.

Please see separate Acknowledgement signature page. This Client Copy is for your use and reference.