

Mary Lou Devlin, LMFT

Psychotherapist

License #37377

PRACTICE POLICIES & 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

Electronic correspondence through email and texting are popular mediums of communication today and they are very convenient ways to handle administrative issues like scheduling, but neither is 100% secure. Some of the potential risks you might encounter if we email or text include:

- Mis-delivery of email or text to an incorrectly typed address or phone number.
- Email accounts and smart phones can be “hacked,” giving a 3rd party access to email content and addresses.
- Email providers (e.g. Gmail, Comcast, and Yahoo) and phone providers (e.g. AT&T and Verizon) may keep a copy of each email or text on their servers, where it might be accessible to employees, etc.

1. **Telehealth Sessions**

I contract with an electronic health records provider that provides a secure, HIPAA

compliant platform for provision of telehealth sessions. It is secure and user-friendly.

I am only legally allowed to conduct online therapy with clients who reside in states where I am a licensed provider of mental health services. I am only licensed in California, therefore, if you do not legally reside in California, I cannot provide therapeutic sessions to you. Also, in the event you move out of the State of California, I will be unable to continue providing online therapy services to you.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine.

Potential risks when using information technology in therapy services include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

Potential benefits to telehealth therapy that you may enjoy include:

- a. **Convenience:** Telehealth appointments make it possible to have an appointment almost anywhere you have privacy and an internet connection. If you have a busy schedule or time-intensive job, this flexibility may be of interest to you.
- b. **Fewer Missed Appointments:** Even though you might recognize therapy as being important, sometimes other things just get in the way. Family obligations, too much traffic, or after-school activities make it impossible to add any other appointments. A busy life often causes missed appointments and interrupts the continuity of treatment. Being able to video conference affords you the time and power to take your appointment at the office or from the comfort of your home after a long day.
- c. **Ease of Access:** Sometimes a busy schedule isn't the only thing that interferes with therapy appointments. Perhaps a new baby or difficulty finding childcare

could be the difference between making it to your therapy appointment or skipping it. Or you may be traveling, and unable to meet with me in person. Telehealth conferencing allows us to meet wherever you are.

- d. **Expanded Reach:** Telehealth therapy allows me to meet my clients where they are, even beyond the local area. Moving to a new area in California no longer means we have to discontinue our work together.
- e. **Calming:** Consistency and routine can play significant roles in reducing anxiety, particularly living in the fast pace of Los Angeles. Traffic alone may be the deal breaker when it comes to seeking out therapy. Telehealth counseling eliminates these stress and anxiety factors.

2. **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.

3. **Text Messaging**

Text messaging is an even less secure mode of communication. I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. 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.

4. **Social Media**

I do not communicate with or contact any clients through social media platforms like Twitter, Instagram, Facebook, etc. I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship.

I may participate on some social network platforms in a professional or 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.

5. **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 clinical hour of 55-minute duration) and usually scheduled 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. Each 55-minute clinical hour fee is \$180 and payments must be made by check or credit card at the time of service. Therapeutic sessions or services that go beyond the usual time will be charged accordingly.
- c. Prior to our first meeting, you will receive an email invitation to create your own, secure Simple Practice Client Portal. Included with the intake information requested, you will be asked to provide credit card information. This information is required at least 24 hours before our first session.
- d. I require a credit card be kept on file to cover copays or co-insurance, session fees, cancellation fees, no-show fees, or fees for NSF checks.
- e. It should be understood that provision of your credit card indicates you are authorizing its use for the services described herein.
- f. You are certifying that you are an authorized user of the credit card and you will not dispute the scheduled payments with your credit card company, provided the transactions correspond to the terms indicated in these office policies.
- g. No prior notification will be provided for regular session fee, cancellation fees, or a no-show fee.
- h. 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 \$25 administrative fee plus any additional fees charged to me by my bank.
- i. 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.
- j. I reserve the right to increase my fees for therapeutic services. It is not my

customary practice to increase fees for continuing clients, but if the possibility arises, you will be given a 60-day notice of any fee increases.

3. **Good Faith Estimate Notice**

You have the right to receive a “Good Faith Estimate” explaining how much your medical and mental health care will cost. Under the law, health care providers need to give patients who don’t have insurance or who are not using insurance an estimate of the expected charges for medical services, including psychotherapy services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare services, including psychotherapy services. You can ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule a service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises.

4. **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. Note that insurance does not cover cancelled appointments. You will be liable for 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 me different information regarding your deductible and copay than they provide to you, so I encourage you to review your benefits and call your insurance company to verify what your out-of-pocket costs will be for each session. **I will need a copy of your insurance card (front & back) prior to our first session.**

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

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. 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. Ideally, therapy ends when we agree your treatment goals have been achieved. You have the right to stop treatment at any time. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used, if you are in default on payment, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, if your needs are determined to be outside my scope of competence or practice, or you are not making adequate progress in therapy. If therapy is terminated for any reason or you request another therapist, I will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source. You may choose to discontinue therapy at any time.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.