

# The Mindful Connection

## Informed Consent for Psychotherapy Services

This agreement is intended to provide important information regarding the professional and therapeutic relationship between the Therapist (Marie de la Paz, PsyD) and the Client. Any questions or concerns regarding the contents of this Agreement should be discussed prior to signing.

### **Risks and Benefits of Therapy**

Similar to any other type of endeavor, there is risk in participating in psychotherapy. There is some risk of symptoms worsening. Please keep in mind that therapy is not for everyone. Should therapy appear to cause more harm than good, this issue will be discussed in session, and sometimes a referral to a different therapist or different resource, or sometimes termination is warranted. The possibility of symptoms worsening should be balanced with the fact that, oftentimes, things get worse before they get better.

A willingness to participate in the therapy process, which can sometimes include in-session experiential exercises and “homework assignments” that can bring the Client into contact with discomfort or emotional pain, is critical to therapy yielding change in the direction of living a more gratifying life for the Client. Personal growth and change may be easy and expedient at times, but may also be slow and difficult. The Client is invited to address any concerns they have regarding their progress in therapy with the Therapist.

### **Professional Consultation**

Professional consultation is an important component of a healthy therapy practice. As such, the Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, the Therapist will not reveal any personally identifying information regarding clients.

### **Records and Record Keeping**

The Therapist may take notes during session, and will also produce other notes and records regarding the Client’s treatment. These notes constitute the Therapist’s clinical and business records, which by law, the Therapist is required to maintain. Such records are the sole property of the Therapist. The Therapist will not alter the normal record keeping process at the request of any Client. Client request of their record should be made in writing. The Therapist reserves the right, under California law, to provide the Client with a treatment summary in lieu of actual records. The Therapist also reserves the

## The Mindful Connection

right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. The Therapist will maintain the Client's records for 10 years following termination of therapy. After 10 years, Client's records will be destroyed in a manner that preserves their confidentiality.

### Confidentiality

The information disclosed by the Client is generally confidential and will not be released to any third party without written authorization from the Client (if 12 years or older) or legal guardian, through completion of Release of Information, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse and neglect, when the Client makes a serious threat of violence towards a reasonably identifiable victim, or when a Client is assessed to be a danger to themselves or others.

### Client Litigation

The Therapist will not voluntarily participate in any litigation, or custody dispute. The Therapist has a policy of not communicating with the Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in the Client's legal matter. The Therapist will generally not provide records or testimony unless compelled or court ordered to do so. Should the Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the Client, the Client agrees to reimburse the Therapist for any time spent for preparation, travel, or other time in which the Therapist has made herself available for such an appearance at the Therapist's customary hourly rate.

### Psychotherapist-Client Privilege

The information disclosed by the Client, as well as any records created, is subject to the Psychotherapist-Client privilege. The Psychotherapist-Client privilege results from the special relationship between Therapist and Client in the eyes of the law. It is akin to the Attorney-Client privilege or the Doctor-Patient privilege. Typically, the Client is the holder of the Psychotherapist-Client privilege. If the Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, the Therapist will assert the Psychotherapist-Client privilege on the Client's behalf until instructed, in writing, to do so otherwise by the Client or Client's representative. The Client should be aware that they might be waiving the Psychotherapist-Client privilege if they make their mental or emotional state an issue in a legal proceeding. The Client should address any concerns they might have regarding the Psychotherapist-Client privilege with their attorney.

# The Mindful Connection

## Fee and Fee Arrangements

The usual and customary fee for service is \_\_\_\_\_ per 60-minute session. Family and couples sessions are 90 minutes in duration and are at the rate of \_\_\_\_\_ per 90-minute session. Therapist reserves the right to periodically adjust this fee. Client will be notified in advance of any fee adjustment.

Telephone contact with Client, or third parties for collaboration purposes, will be charged an additional fee when calls last beyond 10 minutes.

Clients are expected to pay for services at the time services are rendered. The Therapist accepts Zelle or Paypal only, if appointments are virtual. If appointments are in-person, in addition to Zelle and Paypal, the Therapist also accepts cash or check. A \$25 fee will be charged for any returned checks. Outstanding bills may be turned over to a collection agency.

## Insurance

The Therapist does not accept any insurance at this time. A superbill can be provided to the Client for each session. This receipt, which includes certain session and mental health information (such as diagnosis), can be provided by the Client to their insurance for reimbursement for the session fee. Please check with your insurance provider regarding their reimbursement policy for out-of-network providers, as insurance policies greatly vary across different insurance providers. Some insurance companies provide partial reimbursement, while some do not provide any reimbursement.

## Cancellation Policy

The Client is responsible for payment of the agreed upon fee for any missed session(s). The Client may be charged the agreed upon fee for any session(s) for which the Client failed to give a least **24 hours notice of cancellation**. Cancellation notice can be emailed to the Therapist at [drmdelapaz@gmail.com](mailto:drmdelapaz@gmail.com).

## Therapist Availability

The quickest way to contact the Therapist is via email ([drmdelapaz@gmail.com](mailto:drmdelapaz@gmail.com)). The Client is advised that the Therapist's email is not secure and, therefore, any confidential mental health information is not protected. The Client should try their best to limit the content of email communication to scheduling, cancelling and coordinating of appointments only. The Therapist will make every effort (but cannot guarantee) to respond to emails within 2 business days, except if the Therapist has notified the Client in advance of absence due to vacation or medical leave. If you would like to email mental health

## The Mindful Connection

information to the Therapist, the Client may do so via secure messaging through the Simple Practice Client Portal.

The Client can also choose to reach the Therapist via google voice (650 275 3321). The Therapist's google voice mail system is confidential and allows the Client to leave a message at any time. When leaving messages, the Client is encouraged to leave their phone number, and times that are best to reach them. Similar to email correspondence, the Therapist will make every effort to return calls within 2 business days, but cannot guarantee the calls will be returned immediately.

**The Therapist is unable to provide 24-hour crisis service.** In the event that the Client is feeling unsafe or requires immediate medical or psychiatric assistance, they should call 911, or if they can safely transport, go to the nearest emergency department.

### Termination of Therapy

The Therapist reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, the Client's needs are outside of the Therapist's scope of practice, or the Client is not making adequate progress in therapy. The Client has the right to terminate therapy at their discretion. Upon either party's decision to terminate therapy, the Therapist will invite the Client to participate in at least one termination session. The termination is intended to facilitate a healthy termination experience and give both parties an opportunity to reflect on the work that has been done. When indicated, the Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the Client.

### Electronic Communication and Information

The following statement is acknowledged and agreed to by the Client regarding the use of email communication with the Therapist: **"I understand that clinical information should be communicated in person or via phone to my Therapist, or via secure messaging through Simple Practice's Client Portal, and not via email. I understand that the confidentiality of communication through e-mail exchanges cannot be guaranteed. I understand if I choose to correspond with this Therapist, Marie de la Paz, Psy.D, via e-mail, I agree to accept the risk that a breach of confidentiality may occur. I understand that this Therapist may not receive email in a timely fashion and that if my communication is urgent, it is best to use telephone. I understand that if this is a clinical emergency, I need to call 911 or go to the nearest emergency department."**

# The Mindful Connection

## Social Media

Due to ethical considerations, the Therapist is not allowed to have contact with any client via social media including, but not limited to, popular websites such as, but not limited to: LinkedIn, Twitter, Instagram, and Facebook. Any invitations the Client decides to send to the Therapist via social media will not be accepted, and similarly, messages sent via social media will not be responded to.

## COVID restrictions

Due to safety considerations stemming from the current global pandemic, therapy appointments are all virtual at this time, until further notice. Virtual therapy appointments are conducted via video through the Simple Practice platform or via telephone. If the appointment is via video, a unique link to each video appointment will be emailed either the day before or morning of the scheduled appointment. If the appointment is via telephone, the Therapist will call the Client from a blocked number. Virtual appointments will be charged at full rate.

## Acknowledgement

By signing below, the Client acknowledges that they have reviewed and fully understands the terms and conditions of this Agreement. The Client has discussed such terms and conditions with the Therapist, and questions about this Agreement have been answered to the Client's satisfaction. The Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with the Therapist. Moreover, the Client agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment. The Client also acknowledges that they have been given and reviewed notice of privacy practices.

---

Client Name (please print)

---

Signature of Client (or authorized representative)

Date

~~~~~

I understand that I am financially responsible to the Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.

# The Mindful Connection

---

Name of Responsible Party (Please print)

---

Signature of Responsible Party

Date