

# DEL MUNDO PSYCHOLOGICAL, APC

17621 Irvine Boulevard, Suite 214, Tustin, CA 92780  
www.delmundopsych.com

## AGREEMENT FOR SERVICE / INFORMED CONSENT

### **Introduction**

This Agreement is intended to provide \_\_\_\_\_ (herein "Client") with important information regarding the practices, policies, and procedures of Del Mundo Psychological and its providers (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

### **Therapist Background and Qualifications**

Each therapist at Del Mundo Psychological is licensed either by the Board of Psychology or Board of Behavioral Sciences to provide mental health services in the state of California. For detailed information about your provider's background, please visit our website, www.delmundopsych.com.

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

Psychotherapy is a process in which Therapist and Client discuss a myriad of issues, events, experiences, and memories for the purpose of creating positive change so Client can experience his/her life more fully. It provides an opportunity to better and more deeply understand oneself, as well as any problems or difficulties Client may be experiencing. Psychotherapy is a joint effort between Client and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed, as well as many other contextual factors.

Participating in therapy may result in a number of benefits to Client, including, but not limited to reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, better comfort in social, work, school, or family settings, increased capacity for intimacy, and improved self-confidence. Such benefits may also require substantial effort on the part of Client, including active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts, and behaviors. A minor client may benefit most from psychotherapy when his/her parents, guardians, or other caregivers are supportive of the therapeutic process. There is no guarantee that therapy will yield any or all of the benefits listed above.

Participating in therapy may also involve some discomfort including remembering and discussing unpleasant events and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Client's perceptions and assumptions and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of 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 may be easy and swift at times but may also be slow and frustrating. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

### **Professional Consultation**

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

### **Records and Record Keeping**

Therapist may take notes during session and will also produce other notes and records regarding Client's treatment. These notes constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Del Mundo Psychological. Therapist will not alter the normal record keeping process at the request of any client. Should Client request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the

right, under California law, to provide Client with a treatment summary in lieu of actual records. Therapist also reserves the 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. For a minor Client, a legal guardian will generally have the right to access the records regarding Client. However, this right is subject to certain exceptions set forth in California law. Should a legal guardian request access to Therapist's records, such a request will be responded to in accordance with California law. Therapist will maintain Client's records for ten years following termination of therapy. For a minor Client, Therapist will maintain Client's records for ten years following termination of therapy or when Client is 25 years of age, whichever is longer. After the aforementioned time period, Client's records will be destroyed in a manner that preserves Client's confidentiality.

### **Confidentiality**

The information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder, and dependent adult abuse, when a client makes a serious threat of violence towards a reasonably identifiable victim, or when a client is dangerous to him/herself or the person or property of another. If Client participates in marital, family, or relational therapy, Therapist will not disclose confidential information about treatment to any third party unless all persons who participated in treatment provide written authorization. However, it is important to note that Therapist utilizes a "no secrets" policy when conducting marital, family, or relational therapy. This means that Therapist is permitted to use information obtained in individual therapy sessions when working with other members of Client's family.

### **Minors and Confidentiality**

Communications between Therapist and a minor (under the age of 18) Client are confidential. However, legal guardians who provide authorization for treatment are often involved in minor clients' treatment. Legal guardians should be aware that Therapist is not a conduit of information from Client. Psychotherapy can only be effective if there is a trusting and confidential relationship between Therapist and Client. Although a legal guardian can expect to be kept up to date about Client's progress in therapy, he/she will typically not be privy to detailed discussions between Therapist and Client. However, legal guardian can expect to be informed in the event of any serious concerns Therapist might have regarding the safety and well-being of Client, including suicidality. Additionally, Therapist, based on Therapist's professional judgment, may discuss the treatment progress of minor clients with legal guardian(s).

### **Client Litigation**

Therapist will not voluntarily participate in any litigation or custody dispute in which Client and another individual, or entity are parties. Therapist has a policy of not communicating with Client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's legal matter. Therapist will generally not provide records or testimony unless compelled to do so. Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Client, Client agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made themselves available for such an appearance at Therapist's usual and customary rate of \$160 per 45 minutes.

### **Psychotherapist-Patient Privilege**

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Client in the eyes of the law, akin to the attorney-client privilege or the doctor-patient privilege. Typically, the client is the holder of the psychotherapist-patient privilege. If Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Client's behalf until instructed, in writing, to do otherwise by Client or Client's representative. Client should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney. For a minor Client, the holder of the psychotherapist-patient privilege is either the minor, a court appointed guardian, or minor's counsel. Parents typically do not have the authority to waive the psychotherapist-patient privilege for their minor children, unless given such authority by a court of law.

### **Fee and Fee Arrangements**

The usual and customary fee for service is \$160 per 45-minute session. Sessions longer than 45 minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee. Client will be notified of any fee adjustment

in advance. In addition, this fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party payors, or by agreement with Therapist.

The agreed upon fee between Therapist and Client is \_\_\_\_\_ per 45-minute session. Therapist reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance.

From time-to-time, Therapist may engage in telephone contact with Client for purposes other than scheduling sessions. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Client's request and with Client's advance written authorization. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Clients are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, major credit cards, and in some cases, FSA/HSA cards.

Therapist reserves the right to use the services of a collection agency when other reasonable efforts to obtain payment or arrangements for payment of services have been exhausted.

**Insurance**

If utilizing insurance coverage, Client is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Client is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles. Should client experience a lapse in insurance coverage, client becomes responsible for payment of services at the above noted rate.

If using out of network insurance benefits, Therapist can provide Client with a superbill statement, which Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

**Cancellation Policy**

Client is responsible for payment of the agreed upon fee for any missed session(s) or for any session(s) for which Client failed to give Therapist at least a 24 hour notice of cancellation. Cancellation notice should be left at 714-340-8279.

**Therapist Availability**

The office is equipped with a confidential voicemail system that allows Client to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day) but cannot guarantee the calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she should call 911 or go to the nearest emergency room.

Client should also be aware of the following resources that are available in the local community to assist individuals in crisis:

|                                   |                             |                                      |
|-----------------------------------|-----------------------------|--------------------------------------|
| Crisis Hotline: 877-727-4747      | Youth Shelter: 949-494-4311 | Domestic Violence Help: 800-799-7233 |
| Rape Crisis Hotline: 714-957-2737 | Hospital: 714-771-8113      | General Resources: 211               |

**Therapist Communications**

Therapist may need to communicate with Client by telephone, mail, or other means. Please indicate acceptable means of Therapist communications by checking the appropriate choices below.

- \_\_\_ Therapist may call me at this number \_\_\_\_\_.
- \_\_\_ Therapist may send mail to this address \_\_\_\_\_.
- \_\_\_ Therapist may send email to this email address \_\_\_\_\_.

**Electronic Communications**

Client should be aware that email and other electronic communications such as faxes and text messages may be unknowingly accessed by unauthorized persons and consequently compromise the privacy and confidentiality of such communications. Faxes and text messages can easily be sent erroneously to the wrong number. Therapist's emails are encrypted, and Therapist's computer is equipped with a firewall, a virus protection, and a password, but Therapist cannot ensure the security of Client's devices. Please notify Therapist if you decide to avoid or limit in any way the use of any or all electronic communication devices, such as email, cell phone, or faxes. If you communicate confidential or private information via these methods, Therapist will assume that you have made an informed decision, will view it as your agreement to take the risk that such electronic communications may be intercepted, and will honor your desire to communicate in such a manner. Please do not use electronic communications for emergencies.

Therapist does not accept requests to add current or former clients on social networking sites. Adding clients on these sites and/or communicating via such sites is likely to compromise client privacy and confidentiality. For this same reason, Therapist requests that Client not communicate with Therapist via any interactive social networking websites or applications.

