

MINDFUL PRACTICE INC.

31805 Temecula Pkwy #552 Temecula, CA 92592

INFORMED CONSENT TO TREATMENT AGREEMENT

This document contains important information about the professional services and business policies of Mindful Practice Inc, professional clinical psychology consulting services. Please read this information carefully, and note any questions so they can be discussed.

THE PSYCHOTHERAPY PROCESS: BENEFITS AND RISKS

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you hope to address. There are many different methods I may use to deal with those problems including cognitive behavioral therapy, mindfulness-based practices, drama therapy, narrative, and art therapies, yoga for mood management, and somatic experiencing (SE). SE is a naturalistic, body-based approach to trauma and difficult life experiences. SE employs awareness of body sensation to help people “renegotiate” and heal rather than re-live or re-enact trauma. SE’s guidance of the bodily “felt sense,” allows the highly aroused survival energies to be safely experienced and gradually discharged. SE may employ touch in support of the renegotiation process, grounding, containment, support, mobilization, or awareness building. SE “titrates” experience (breaks down into small, incremental steps), rather than evoking catharsis - which can overwhelm the regulatory mechanisms of the organism. You will always be asked before being touched and have the right and my full support to decline. If you do not feel comfortable with touch, or if the session does not call for it, session work will not include touch.

Drama therapy uses drama as well as other creative arts techniques adapted to each individual’s comfort level. Activities draw from other creative arts such as movement, music, video, photography, art writing and poetry. Some tools used in Drama Therapy may include sand play, mask making, fabrics, puppets, and objects/props. Hands on exercises incorporate art materials such as clay, paint, chalk, pastels, markers and crayons. During the course of therapy the client’s work may remain in the possession of the therapist while such work is being used in sessions. Client may request the release of their work. Therapist maintains the right to keep a photographic copy of client’s work for the file. In the course of Drama Therapy enactment a client may experience a deeper expression or emotional release of feelings than may happen in traditional talk therapy. Drama Therapy may use techniques that involve physical touch that may occur during improvisations or other exercises when working with a partner

or in a group. When the client and the therapist mutually agree the time has come for the closure process, therapist will discuss with client this process which may include role playing, networking, relapse prevention, ongoing support and any concerns the client may wish to voice. A celebration of completing the process might include a culminating piece as a symbol of the client's achievement.

It is your responsibility to tell me when you are uncomfortable with any parts of the treatment. If you have any questions about treatments, please ask and I will do my best to answer your questions in full. You have the right to refuse or terminate treatment at all times, or to refuse touch, SE techniques, or any other intervention I may propose or employ.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Psychotherapy can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable sensations, feelings like sadness, guilt, anger, frustration, loneliness, and helplessness, or memories. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But, there are no guarantees as to what you will experience. There are no guarantees with therapy. However, your commitment to the process is essential for a helpful outcome.

MY PROFESSIONAL COMMITMENT

During the initial consultation period, typically about 1-3 sessions, you and the psychologist will jointly determine if she/he is an appropriate professional to work with you on your issues. If not, she/he will refer you to other mental health professionals. If at any time while working together, the psychologist determines that you would benefit from work with another mental health professional, this will be discussed this with you, and if needed, you will be provided with the names of other professionals. If the psychologist believes that it would help to better understand and help you, s/he may recommend psychological testing and/or consultations with a psychiatrist and other medical and allied health professionals. If at any time during the work together you have any questions about the services being provided, please ask for clarification. Your impressions about treatment plans, suggested procedures and goals, and your feelings about whether you are comfortable working with the psychologist, are all an important part of the process and are essential to a successful client-therapist relationship. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own

opinions about whether you feel comfortable working with me. At the end of the evaluation, I will notify you if I believe that I am not the right therapist for you and, if so, I will give you referrals to other practitioners whom I believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

PSYCHOTHERAPY SESSIONS AND MY AVAILABILITY

An office individual psychotherapy session usually is scheduled for 50 minutes in duration. We suggest that couple and family sessions be 75 or 100 minutes in duration. If you elect to schedule sessions for longer than 50 minutes, you will be charged a prorated fee.

If you will be late for a session, please call and leave a message. If the psychologist does not hear from you, she/he will wait for 15 minutes at the office, after which time she/he may not be available and you will need to reschedule. If you arrive late, your appointment time will not be extended, as this would infringe on other clients' sessions.

I am not immediately available by phone. When I am unavailable, my telephone is answered by voice mail that I monitor daily. I will make every effort to return your call on the same day you make it, with the exception of after hours, weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

EMERGENCY SITUATIONS

Although we check voice mails daily, we may not be available for immediate emergencies, nor are we available 24-hours a day. If you require a psychotherapist who can provide that type of service, please let us know and we will refer you to other mental health professionals who offer this service.

If a situation should arise in which you believe that immediate help is needed and your psychologist is not available, we suggest that you call your primary care physician or any hospital emergency room. You can also call 911, the Riverside

County crisis line at 1-800-724-7240, or the Suicide and Crisis Hotline at 1-800-255-6111.

PSYCHOTHERAPIST-CLIENT CONFIDENTIALITY, CLIENT SAFETY, AND CLIENT RECORDS

The confidentiality of communications between a client and a psychotherapist is important and in general is protected by law. Subject to legal exceptions, information given in therapy will not be shared with anyone without the client's written permission. The following outlines some, but not all, of the circumstances when California or Federal law allows, or requires, a psychotherapist to breach a client's confidentiality. This section also explains other policies that I have regarding confidentiality and the sharing of information.

If a client communicates directly to me a threat of physical harm to an identifiable person, I am required by law to warn the intended victim and notify the police.

If I believe that a client is in such mental or emotional condition that he/she poses a danger to him/herself or others, or the property of another person, I may breach confidentiality or contact others to facilitate the client's safety.

I am allowed by law to take protective action, which may include initiating psychiatric hospitalization of a client for up to 72 hours, even if I must do so without a client's voluntary consent.

A psychotherapist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when his or her professional judgment indicates that such a danger exists. If I have a reasonable suspicion of child abuse or neglect, or abuse of a dependent, or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.

In most legal proceedings, a client may assert the Psychotherapist-Patient privilege to protect information about his or her treatment. However, certain legal activities or court actions, such as a client making his/her mental or emotional state an issue in a court proceeding, may limit a therapist's ability to maintain confidentiality. A court may also order a therapist to disclose confidential client information. If you are involved in a legal proceeding, please speak with your attorney about the limits of confidentiality.

At times it may be necessary to consult with other health professionals regarding your case. When I am out of the office (i.e., on vacation, out of town), another professional may be available to cover emergency calls from clients and that professional may be advised of client issues that could arise. In addition, I may occasionally find it helpful to consult with another professional about a client's case. In such a consultations, I make every effort to conceal the identities of the

client(s). Other mental health professionals who cover emergencies or with whom I consult are also legally bound to maintain confidentiality.

In the event that group therapy services are provided, the psychotherapist or practice of professionals involved in conducting or co-conducting the group therapy cannot be held responsible for a breach of confidentiality on the part of group members.

When a client shares information with the therapist outside of the presence of other persons participating in the therapy (such as a spouse or other family members), we cannot guarantee that the information will be kept in confidence from the other therapy participants. This is commonly referred to as a “no secrets policy”. This means that we may use our clinical discretion and choose to share such information with the other participants in the therapy.

Minor children also hold privilege. We believe that good psychotherapy treatment for minors requires that their confidentiality be respected and protected. Information will generally not be shared with parents or others outside of the therapy unless circumstances meet the mandated or permissible reporting criteria described in this section, or if the minor child discloses information which suggests that they are engaging in serious, at risk behavior.

Most insurance agreements require you to authorize your psychotherapist to provide clinical information, for example, a diagnosis, a treatment plan or summary, or even a copy of the entire record. Once the insurance company has this information, the psychotherapist has no control over what the insurance company does with it. If you are using insurance and requesting that we provide information to your insurance company for billing, you are authorizing that we release information to your insurance company.

If the use of a collection agency becomes necessary, we will furnish them with the required information to collect the fees due.

While this summary of exceptions to client confidentiality should prove helpful in informing you about the potential breaches of confidentiality, you should be aware that the laws governing these issues are often complex and we are not legal representatives. We encourage active discussion of these issues. However, if you would like more specific advice, formal legal consultation may be desirable.

This office maintains confidential client records for ten years after the termination of therapy. After the ten-year post termination period, the client’s records will be destroyed so as to protect client confidentiality.

INFORMATION FROM PREVIOUS PROFESSIONALS

In order to more effectively provide care, it may be important for us to obtain records from any previous or concurrently treating professionals. To this end, your psychologist may ask you to sign a Release of Confidential Information form for each of the previous and current records. We believe that the most comprehensive care is facilitated by an exchange of information between your psychologist and pertinent health care professionals involved in your case.

PAYMENT, FEES, INSURANCE and TERMINATION OF SERVICES

Our fees are based on fee schedules per 50-minute session. Payment is based on our standard rate (\$215.00) Payment is expected when services are rendered unless other arrangements have been made. To avoid using therapy time for check writing, it is suggested that you prepare your payment in advance of the session. Payments may be in cash or check made out to Mindful Practice Inc. There will be a \$35.00 charge on all returned checks. Sliding fee schedules will be determined on an individual basis and need.

We do accept insurance payments in some cases (must be pre-determined by your therapist). You will need to submit your insurance card to Mindful Practice Inc. so we can determine eligibility. Please review our website to determine what insurance groups we are accepting at present and which insurance companies your psychologist is accepting. It is your responsibility to know what, if any, mental health services are covered by your insurance policy. We also are limited to the number of clients and sessions that we can take on as insurance covered payments. You understand that, by using your insurance, you authorize me to release such information to your insurance company. I will try to keep that information limited to the minimum necessary.

In the event that a client, for whatever reasons, requires a deposition from your psychologist, requires court testimony from your psychologist, or requests written correspondence or the preparation of reports from your psychologist, the client shall be responsible for all of administrative and professional costs to be reimbursed at a rate of \$215.00 per hour.

Therapy is a personal commitment. When you make an appointment, that time is reserved for you. If you are unable to make an appointment, cancellation by phone is expected. **IF YOU DO NOT GIVE AT LEAST 24 HOURS ADVANCE NOTICE TO CANCEL AN APPOINTMENT, YOU WILL BE CHARGED FOR THE FULL SESSION FEE.** You will not be charged for appointments canceled with at least 24 hours advance notice.

In the unlikely event that payment is not made in a timely manner, the use of a collection agency may become necessary, in which case you would receive written notification of my intent to do so. Your psychologist reserves the right to terminate therapy at their discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment

counselor. I will continue to breathe smoothly. I assume full responsibility for any and all damages, which may incur through participation.

Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. By signing, I affirm that a licensed physician has verified my good health and physical condition to participate in such a fitness program. In addition, I will make the instructor aware of any medical conditions or physical limitations before class. If I am pregnant, become pregnant or I am post-natal or post-surgical, my signature verifies that I have my physician's approval to participate. I also affirm that I alone am responsible to decide whether to practice yoga and participation is at my own risk. I hereby agree to irrevocably release and waive any claims that I have now or may have hereafter against Mindful Practice Inc. and its instructors.

I have read and fully understand and agree to the above terms of this Liability Waiver Agreement. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law in the State of California

Signature:

Date:

TELEHEALTH Release

I consent to engage in telehealth with Mindful Practice Inc. as part of my psychotherapy. I understand that "telehealth" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telehealth also involves the communication of my medical/mental information, both orally and visually, to health care practitioners located in California or outside of California.

Because of recent advances in communication technology, the field of tele-therapy has evolved. It has allowed individuals who may not have local access to a mental health professional to use electronic means to receive services. Because it is relatively new, there is not a lot of research indicating that it is an effective means of receiving therapy. An important part of therapy is sitting face to face with an individual, where non-verbal communication (body signals) are readily available to both therapist and client. Without this information, tele-therapy may be slower to progress or less effective. With the telephone, the client's tone of voice, pauses and choice of words become especially important and therefore an important focus of

the sessions. With, therapy via email, the written word is the exclusive focus. What is important here is that you are aware that tele-therapy may or may not be as effective as in-person therapy and therefore we must pay close attention to your progress and periodically evaluate the effectiveness of this form of therapy.

Because I may not have met you in person, I may request that you be interviewed by a professional in your area and allow me to talk to that individual before proceeding with therapy.

With tele-therapy, there is the question of where is the therapy occurring – at the therapist’s office or the location of the client? The law has not yet clarified this issue, therefore it is my policy to inform clients that they are receiving services from my office and therefore are bound by the laws of the State of California. In addition, clients must reside within the State of California. These laws are primarily related to confidentiality as outlined in this form and my disclosure form.

I understand that I have the following rights with respect to telehealth:

1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

2) The laws that protect the confidentiality of my medical information also apply to telehealth. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding.

I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

3) I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.

In addition, I understand that telehealth based services and care may not be as complete as face-to-face services. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic services (e.g. face-to-face services) I will be referred to a psychotherapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not be improve, and in some cases may even get worse.

- 4) I understand that I may benefit from telehealth, but that results cannot be guaranteed or assured.
- 5) I understand that if I am in need of emergency mental health services, I may contact my local emergency room at _____.
- 6) I understand that I have a right to access my medical information and copies of medical records in accordance with California law.
- I have read and understand the information provided above. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction.

Signature of patient/parent/guardian/conservator.

If signed by other than patient, indicate relationship.

Print Name

Name: _____ Age: _____

Birth Date: ____/____/____

Address: _____

City: _____ Zip: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Okay to leave texts and email yes no