

## Client Agreement/Informed Consent

Mindful Solutions Mental Health & Support Services is a private practice offering psychotherapy and support services to individuals, couples, families, and groups. Consultation and/or supervision services are also available to professionals in the fields of mental health and social services.

Clients paying out of pocket are not subject to additional terms set forth by healthcare management organizations or other third-party reimbursement entities. Those clients whose third-party reimbursement source has been approved as a viable payment option may be subject to additional obligations and/or terms to such entities with regard to services or information.

State and professional standards suggest that clients be informed of all possible contingencies that might arise during the course of short or long-term treatment. Please ensure that you have thoroughly read, understood, and discussed all questions with the therapist before signing and commencing with treatment. This agreement and consent serves as your contract for service delivery, thus it must be completed before treatment can begin.

**This “Client Agreement/Informed Consent” exists between:**

Mindful Solutions Mental Health & Support Services  
Therapist: Lorena L Ybanez, LCSW  
Licensed Clinical Social Worker - Psychotherapist

**AND**

\_\_\_\_\_  
Client Name

**FOR**

Service:      ☒ PSYCHOTHERAPY                      SUPERVISION/CONSULTATION  
Treatment Unite:    ☒ INDIVIDUAL      COUPLE      FAMILY      GROUP  
Specify: \_\_\_\_\_

### Services:

Psychotherapy services are typically offered on a once-per-week basis. Although there are many definitions and philosophies of psychotherapy, Mindful Solutions Mental Health & Support Services offers many approaches to treatment in an effort to meet a client's unique needs and desired outcomes/goals. The following is a brief description of the philosophy behind the psychotherapy process:

*Psychotherapy in its broadest definition is about growth. It is about living more authentically and autonomously by removing defenses and other “survival” responses that were developed during one’s life, most often in childhood. One goal of therapy is to replace these functional, yet no longer appropriate, patterns with responses that are more congruent with the individuals’ present life and social environment. During the initial stages of therapy, an understanding of the process and a beginning awareness of the underlying issues take place.*

*During the intermediate stages of psychotherapy, the initial awareness and understanding progress to a more active status, in which old patterns begin to be replaced with more appropriate, healthy responses. Functionality increases, while negative emotional responses and behaviors decrease. A client becoming increasingly able to continue the growth process on their own designates the final stages of therapy. They, in essence and to varying degrees, become their own therapist. The safety and support of the therapeutic medium has been replaced with an internal autonomy and authenticity, allowing them to face their own issues and adjust their psychological course as necessary and desired.*

Consultation and supervision services are available to professionals in the fields of mental health and social services. The specific features of these services will be discussed and outlined with the client and therapist during the initial sessions.

### **Appointments, Attendance, & Cancellations:**

*Regular psychotherapy promotes faster healing and progress, so it is important that clients attend scheduled therapy sessions consistently. Specific policies and responsibilities are outlined below.*

The primary service offered by Mindful Solutions Mental Health & Support Services is weekly psychotherapy. Appointment days and times will be coordinated with the therapist. Services may be delivered in-person and/or telehealth.

- If I cannot attend a session, I agree to notify the therapist at least 24 hours in advance.
- I understand that I will be charged a cancellation fee for any session cancelled with less than 24-hours notice; this includes missed sessions where no notice is given. Fee will vary based on session rate.
- I will arrive on-time for scheduled appointments, and I understand that arriving late will result in a shorter session based on time of arrival.
- The therapist reserves the right to transfer/terminate services at any time, for any reason that is considered therapeutically appropriate.

*There are policies and procedures in place allowing for exceptions to the above. Please discuss any concerns or special circumstances you may have with the therapist. Please note that exceptions to the above attendance policy do not necessarily relieve responsibility for payment of those sessions.*

If your therapist is involved in an emergency, please be aware that a representative from Mindful Solutions Mental Health & Support Services will notify clients and assist in making future arrangements.

### **After Hours & Out of Office Policy/Procedure:**

If you need to contact the therapist outside of scheduled sessions, you may do so by leaving a message on the confidential voice mailbox at Mindful Solutions Mental Health & Support Services. Messages are checked frequently, and efforts are made to respond promptly. If needed, you should discuss other alternative means of contact with the therapist.

**If you are in crisis, please call the County of San Bernardino Crisis Response Team 24-hour hotline at (909) 458-9628 or dial 911.** Mindful Solutions Mental Health & Support Services is not a crisis facility and will not be held responsible for any damages occurring as a result of unmet crisis or acute care needs.

The therapist is not be available to respond to emergency situations. **IF YOU NEED IMMEDIATE ASSISTANCE, PLEASE CONTACT THE HOTLINE OR DIAL 911.**

When the therapist is out of the office for an extended period of time, instructions for on-call services will be detailed in the outgoing voice message of Mindful Solutions Mental Health & Support Services main number. The therapist will make all possible efforts to notify clients of any previously scheduled engagements that might compromise availability. The therapist will work with clients to make any necessary arrangements during extended periods of absence.

### **Sessions:**

Sessions typically last 50 minutes. They are expected to begin promptly and end at the scheduled time. Although it is understood that there may be instances when a client arrives late for a session, late arrival will not extend the scheduled ending time for the session. The therapist is also expected to be on time, and will offer an appropriate remedy if late (i.e. making the time up, prorating the fee, etc.)

Extended and/or extra sessions may be suggested by the therapist in an effort to compliment outcomes and goals. Such adjustments to regular sessions will be discussed and agreed to in advance by both client and therapist.

The total number of sessions is dependent on a number of factors including treatment goals, timeframe, rate of progress, etc. It should be noted again that psychotherapy resulting in lasting change is often a long-term process, lasting several months or longer. Please discuss any issues or concerns with the therapist so that an appropriate treatment plan can be formulated that captures a client's needs and desired outcomes/goals.

### **Fees & Payment:**

Mindful Solutions Mental Health & Support Services strives to accommodate all persons who express a need and desire to pursue services. Fee for service will be determined by the therapist. Policies regarding payment for services:

- Payment is due at the time of service delivery.
- I agree to pay a \$25.00 service charge for each check that is returned to Mindful Solutions Mental Health & Support Services.
- If using a third-party reimbursement source, contingencies and terms will be assessed by the therapist to determine the appropriate fee and/or payment procedures.

### **Request for Additional Documents and/or Other Services:**

Additional clinical documentation (i.e. client letters, biopsychosocial assessments/evaluations, clinical summaries/impressions, etc.) may be requested by client as an additional service. Verbal or written requests for documents must be made at least two weeks (14 days) in advance. Therapist reserves the right to deny any requests made for documents. Fees for requested documents will be determined at the time of request approval. Fees will vary based on the scope of work needed to complete the request.

Additional services performed by the therapist outside of typical therapeutic sessions (i.e. treatment/discharge panels, court/mediation appearances, academic/educational meetings, etc.) may be requested by client. Verbal or written requests for these services must be made at least two weeks (14 days) in advance. Therapist reserves the right to deny any requests. Fees for requested services will be

determined at the time of request approval. Fees will be charged at an hourly rate. **Court-ordered/mandated documents and/or appearances will be at the client's expense; this includes subpoenaed documents and/or appearances.**

- I agree to the above policies and procedures for requesting additional documents and/or other services.
- I understand the financial responsibility associated with these requests.

### **Possible Risks:**

There are certain risks associated with the therapeutic process that should be considered and understood before the commencement of psychotherapy. Risks are sometimes associated with a lack of knowledge regarding the therapeutic process; though, more commonly experienced risks are direct consequences of positive therapeutic movement. Common risks and misconceptions include:

- Long-lasting psychological change often requires a significant investment of time, often longer than a client's initial perception.
- Clients often experience deterioration in emotional and psychological stability at different times during the therapeutic process. This often occurs during the beginning stages of therapy, but may occur at any point, often brought on by an awareness of previously unconscious, emotionally laden material.
- Relationships are often affected as a result of therapy. Significant relationships will often experience varying degrees of tension. This is often the most prevalent within family relationships but may extend beyond into one's social and professional life.

### **Therapeutic Relationship:**

The relationship between therapist and client is the container through which change can take place. As such, this relationship is often one in which close emotional bonds develop. It is also a professional relationship in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends in the therapy office. Although this is sometimes difficult to understand, it is a necessary requirement for maintenance of the therapeutic environment. As such, the therapist cannot be expected to be involved in a social relationship or friendship of any kind that exists outside of the therapeutic environment.

### **Therapist Orientation & Credentials:**

There are many different approaches to the therapeutic process. The therapist will work with the client to provide the most appropriate interventions for the particular presenting issue and desired outcomes/goals. Please discuss any concerns or questions regarding treatment planning with the therapist at any time during the process.

The State of California, Board of Behavioral Science requires mental health providers to have appropriate and current credentials. Credentials should be visibly posted in the therapist's office.

### **Confidentiality:**

State laws and professional ethics require that information provided to mental health practitioners remain confidential. Mindful Solutions Mental Health & Support Services makes every effort to ensure confidentiality is maintained with respect to all aspects of treatment. Clients must agree to the following exceptions to confidentiality, in which case information may be disclosed to the appropriate authorities, agencies and/or individuals:

- If the therapist has reason to believe that you may harm yourself or others.
- If the therapist has reason to believe that you are involved in or have knowledge of abuse or neglect of a child; or abuse, neglect, or exploitation of a person who is elderly or is a dependent adult.
- Ordered disclosure by state or federal courts, or as specified under state/federal law.

In addition, Mindful Solutions Mental Health & Support Services requires disclosure of information in the following circumstances:

- A signed release form granting permission to designated third parties to receive/release information (as needed).
- Discussion of the case with a clinical supervisor, as well as anonymous discussion with peer clinicians.
- In the case of minors, information will be shared as necessary per previously agreed upon standards based on the age and maturity of the minor (see next section for more information).
- When a third-party reimbursement source (i.e. healthcare management company) is being utilized, specific contingencies and standards often involve disclosures of information.
- **“No Secrets” Policy:** When treating a couple, family, or group, secrets between a member of the treatment unit and the therapist are not permitted. Information will be discussed and shared openly among all members of the treatment unit.
- **Visitor Policy:** Visitors participating in a session(s) with the client are not awarded the same level of confidentiality as is required for the client. All visitors must be pre-approved by the therapist and client before they are allowed to participate in treatment.

In the rare case that emails or text messages are exchanged between therapist and client with therapy related discussions, confidentiality is not guaranteed but will be protected to the best possible ability.

### **Consent & Confidentiality When Treating Minors:**

Signed consent from a parent or legal guardian will be obtained prior to treating a minor under the age of 18. The therapist will discuss the limitations, procedure, and implications with regards to information sharing, including records and progress.

Minors under the age of 18 may pursue treatment without the permission of a parent or legal guardian. The therapist reserves the right to treat a minor without parental consent upon consideration of age, maturity, circumstance and/or emancipation. A minor is emancipated if he/she is on active duty with the armed services, is married, or is 16 years of age or older and resides separate and apart from his/her parents, managing conservator, or guardian and manages his/her own financial affairs.

### **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 competence or practice, or the client is not making adequate progress in therapy. The client (or the parents/legal guardians if the client is a minor) has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the therapist will generally recommend that the client participate in at least one, or possibly more, termination sessions. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been

done. The therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the client.

**Access to Client Record:**

Clients may request access to their (or their minor's) record at any time. The request must be made in writing and submitted to the therapist. The therapist reserves the right to deny a request if she feels that a record review might present a negative impact on the client. A client may request one of the following options:

- Record Inspection: Access to complete record within five (5) days of written request.
- Copy of Record: Hard copy of complete record within fifteen (15) days. (\$0.25 fee per page)
- Record Summary: Written summary of complete record within ten (10) days, or up to thirty (30) days for more extensive records.

*In the case of minors: If a minor consented, or could have consented, to their own treatment he/she must provide written authorization to the therapist allowing a parent/legal guardian to have access to their record.*

**Grievance/Complaint:**

Clients have the right to file a confidential grievance if they have an unresolved concern regarding their therapy/therapist, or any issue involving any representative of Mindful Solutions Mental Health & Support Services. A grievance can be filed with the state licensing board by following the procedure outlined on the Board of Behavioral Science' website: [www.bbs.ca.gov](http://www.bbs.ca.gov).

***NOTE: The State of California, Department of Consumer Affairs encourages consumers to be aware of their rights regarding health/mental health services. Visit the Department of Consumer Affairs website and search "consumer and patient rights": [www.dca.ca.gov](http://www.dca.ca.gov)***

**Agreement & Authorization:**

I have read, fully understand, and agree to the content of this document, including policies, responsibilities, and terms as set forth by Mindful Solutions Mental Health & Support Services and its representative(s). I understand my rights and responsibilities as a client/consumer, and I consent to services as identified above.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Therapist Signature**

\_\_\_\_\_  
**Date**

**Agreement and consent on behalf of a minor:**

\_\_\_\_\_  
**Client Name (print)**

\_\_\_\_\_  
**Parent/Legal Guardian Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent/Legal Guardian Signature**

\_\_\_\_\_  
**Date**

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