

Dr. Seima Diaz, Ed.D., LMFT
Licensed Marriage Family Therapist #MFC89056

www.drseimadiaz.com

Tel: (714) 803-5144

Email: info@drseimadiaz.com

Contract for Psychotherapeutic Services Minor Consent for Treatment Form

Welcome to my therapy practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions so that we can discuss them. When you sign this document, it will represent an agreement between us.

PROFESSIONAL DISCLOSURE STATEMENT

QUALIFICATIONS

I am a Licensed Marriage and Family Therapist who holds a Doctorate in Education Psychology. I also have a master's degree in Counseling Psychology and a bachelor's degree in Behavioral Science. In addition to my therapy practice, I serve as a professor teaching masters level psychology to therapists in training. I am a speaker in the field of self-development and spiritual growth. I often host workshops and retreats in addition to guest speak at psychology related conferences and meetings of the mind.

NATURE OF COUNSELING

I believe everyone can overcome their unique struggles with the proper support and motivation. I am passionate about the healing process, and want everyone to know that they can heal themselves with the right tools and dedication. While my approach is holistic in nature and strives to awaken the mind, body, and soul connection innate in us all, I honor the uniqueness of each individual and tailor the therapeutic process to their individual needs. My goal is to empower people to adopt new ways of being that align with their specific beliefs, so that they can create the reality in which they desire.

The client and I will work together to co-create a healing experience for the client to learn about him/herself, cultivate self-love, and then create a life that reflects the truth of who he/she really is. We will explore and practice natural and alternative ways to heal.

I incorporate mindfulness to help clients build self-awareness and grounding tools to assist in self-regulating difficult thoughts and emotions. Mindfulness helps develop the ability to be more present to your experience so that you are tuned in and deliberately creating your future.

THE THERAPY PROCESS

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular struggles the client brings forward. There are many different methods I may use to deal with the struggles the client hopes to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort by the client and parents. In order for the therapy to be most successful, the client and parents will have to work on things we talk about during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of life, uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness may be experienced. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to greater insight and self-love, as well as improved relationships, problems solving skills, and overall quality of life. There are no guarantees of what each client will experience. When working with children, behavioral symptoms often increase before positive changes occur.

Our first few sessions will involve an assessment of the client's needs. By the end of the evaluation, I will be able to offer some first impressions of what our work will include if the client decides to continue with therapy. I ask that the client and parents evaluate this information along with their own opinions of whether they feel comfortable working with me. 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.

In accordance with in-person counselling, appointments for phone counselling sessions can be made between face-to-face appointments. With phone therapy, we will schedule our appointment time together in advance. Then, at the appointed time, I will call you on your preferred number, wherever you happen to be.

CONFIDENTIALITY

One of the most important rights of the person seeking counseling is confidentiality. Information revealed by you during counseling sessions will be kept strictly confidential and will not be revealed to any other person or agency without your written permission, with the following exceptions:

- (a) *Duty to Warn.* If an individual intends to take harmful, dangerous, or criminal action against another human being, or against himself or herself, it is the counsellor's duty to warn appropriate individuals or agencies of such intentions. Also, any actual or suspected acts of child, elder or disabled person abuse (including physical abuse, sexual abuse, unlawful sexual intercourse, neglect, emotional and psychological abuse) will need to be reported to the appropriate agencies by the counsellor.
- (b) *Court Subpoenas.* When lawyers believe that a client's counsellor may have valuable information for their case, they will subpoena her/his notes, records, and in some instances, even the counsellor themselves. In general, once a subpoena is served on a counsellor, it must be obeyed or the counsellor can be charged with contempt.
- (c) *Consultation.* Information about you may be discussed in confidence, without revealing your identity, with other counselling professionals for the purpose of consultation and providing you with the best possible service.
- (d) *Debt Neglect.* In the event that a client fails to honor, after reasonable efforts to collect; his/her debt, I may place the account in the hands of an agency or attorney for collection or legal action. This will necessitate the release of pertinent demographic information as well as accounting information. **NO THERAPEUTIC INFORMATION WILL BE RELEASED.**

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep client treatment records. I keep brief records, noting mainly that the client has been here, what interventions happened in session, and the topics we discussed. Should the client wish, he/she is entitled to receive a copy of his/her records, or I can prepare a summary for the client instead. Because these are professional records, they can be misinterpreted by untrained readers. If the client wants to see his or her records, I will offer to review them in my presence so we can discuss the contents. Clients have the right to request that I correct any perceived errors in their file. I maintain records (for 7 years after termination session) in a secure location that cannot be accessed

by anyone else. To protect the confidentiality of my clients, I do not offer records to parents, but will discuss with you how to best support your child through their therapy process.

CLIENTS' RIGHTS

The client has the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. The client can feel free to ask me to try something that he/she thinks will be helpful, as well as to refuse any counselling techniques. The client and his or her parent can ask me about my training for working with his/her concerns, and can request to be referred to someone else if the client and/or parent decides I'm not the right therapist for you. You are free to leave therapy at any time – though I would recommend that you participate in a termination session.

If you are dissatisfied with my services, please let me know. If I am not able to resolve your concerns, you may contact the Board of Behavioral Sciences to file a formal complaint.

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of marriage and family therapists. You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830.

PROFESSIONAL FEES

The fee for a standard therapeutic session of 60 minutes is \$_____. Extended sessions (those longer than 60 minutes) are billed at the same hourly rate. Please note your fee may change over the course of counseling. You will be given a verbal and written announcement before any changes are put into effect.

Telephone conversations that are brief and are used to transmit logistical information, schedule, appointments, etc., are not subject to charges. More lengthy conversations, wherein advice is sought or therapeutic issues are discussed, are billed at 100% of the hourly fee, based on the amount of time needed, with a minimum increment of 15 minutes. Other services like telephone consultations with other treating professionals (e.g. teachers, physicians, other therapists), email communications to be read, consultations to schools, meetings, reading or writing reports, etc. are not included in the above fees and will be billed separately at 100% of the hourly fee, with additional cost for travel.

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, even if I am called to testify by another party. Involvement in legal issues are subject to a separate fee schedule due to the difficult and disruptive nature of court proceedings.

Payment is expected at the time of service. If there are services for which you are not present, (i.e. phone consultation, collateral contact with other professionals, report writing, etc.) you will be billed at the end of the month and are expected to pay the invoice upon receipt. A \$35 late fee will be added for all accounts not current past 30 days. A \$35 fee will be charged on returned checks; payment in full, including this charge, is expected within 5 days of notification.

OFFICE POLICIES

Payment for Services: Payment is due at the end of each session. I accept cash, check, and VISA or MASTERCARD. If you choose to pay by credit card, there is a \$5 processing fee.

Insurance Reimbursement: If you have a PPO, I can provide a superbill at the end of each month with a diagnostic code that you can submit to your insurance company for reimbursement. You will be

reimbursed only after you have met the out-of-pocket deductible. It is your responsibility to call your insurance provider to find out if it provides out-of-network benefits and what the deductible is.

Good Faith Estimate Notice for Uninsured Clients and Private Pay Clients: 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.

Cancellation: I have a 24-hour cancellation policy. If cancellation happens less than 24 hours before our scheduled session, the responsible party is responsible for the full fee.

Office Hours & Telephone/E-Mail Contact: When I am not available to answer phone calls, my phone is answered by voicemail that I monitor frequently. I make every effort to return calls/emails/texts within 24 hours, with the exceptions of holidays. If I will be unavailable for an extended time, I will provide the responsible party with the name of a colleague to contact, if necessary.

Sensitive, clinical information is to be discussed over the phone or in-person. Potential risks of using electronic communication may include, but are not limited to; inadvertent sending of an e-mail or text containing confidential information to the wrong recipient, theft or loss of the computer, laptop or mobile device storing confidential information, and interception by an unauthorized third party through an unsecured network. In addition, e-mail or text communication may become part of the clinical record.

Social Media: I have professional Instagram, Facebook, and YouTube accounts that you are welcome to follow for informational purposes. They are not intended to take the place of or provide professional guidance. I will not follow you back unless you ask me to.

Emergency Procedure: In case of an emergency between sessions, please call 9-1-1, call the Orange County Crisis Hotline at (877) 727-4747, contact the client’s personal physician, or proceed to the nearest emergency facility *immediately*; do not wait to contact me by telephone.

Divorced Parents: For parents who are divorced or separated, I ask that one parent be identified as the responsible party (if insurance is billed this must be the holder of the insurance policy), and parents make payment arrangements between themselves according to their legal agreements.

Termination: The client has the right to end therapy at any time without any moral, legal, or financial obligations other than those already accrued. I ask that the responsible party contacts me by phone if such decision is made.

I have the right to terminate therapy with the client under the following conditions:

- a) When I believe that therapy is no longer beneficial to the client.
- b) When I believe that the client will be better served by another professional. If possible, I will assist the responsible party in finding another qualified mental health professional.

c) When the responsible party has not paid for the last two sessions, unless prior arrangements have been made.

d) When the client fails to show up for his/her last two therapy sessions without 24-hour notice.

If any of these situations apply, I will inform the responsible party of my decision and I will give them names of other therapists for future counseling needs.

MINORS

If you are under 18 years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else.

In this case, I will notify them of my concern. I will provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

FOR PARENTS OF CHILD CLIENTS

1. When working with an individual child, I respect his/her right to confidentiality. I will consult with you regularly about your child's progress. Both parents are entitled to know the nature and progress of the child's therapeutic services. However, I recommend you not ask your children direct questions about their therapy experiences so as not to inhibit their participation or progress.
2. I will often speak with parents regarding their child and sometimes involve parents in their child's treatment. This should *not* be understood to mean that the parents are clients.
3. If I am seeing your child in individual sessions, please tell me prior to the beginning of the session whether there have been any unusual events since our last session or issues of concern you wish to discuss. This interchange must be brief so as not to interfere with the child's therapy session. If more time is needed, please call for a separate appointment or request a telephone consultation.
4. *Please do not leave the office while your child is in session.* Some children need to know that their parent is waiting for them, and sometimes I involve the parent in a session.
5. Since I often use art and play materials in therapy with children, please dress your child in clothing appropriate for messy play.
6. *If your child may be ill, please cancel your appointment* for the health of your child and others.

Acknowledgment and Consent to Treat Minor

I hereby grant permission to Dr. Seima Diaz to counsel my child, _____ .

Parent/Guardian Signature

Printed Name

Date

Parent/Guardian Signature

Printed Name

Date

Involvement in Court Proceedings Waiver

The undersigned will neither individually nor jointly involve Dr. Seima Diaz in any litigation nor will she be requested or required to provide testimony in court. The reason for this is so that treatment is not compromised, the therapeutic relationship with the child & family is maintained, and the child experiences their therapist in a clear, consistent, therapeutic role and not as a detective.

Dr. Seima Diaz will not offer opinions, recommendations or reports regarding child custody.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____