



PRACTICE POLICIES & TREATMENT CONSENT

This document is intended to provide the client with important information regarding the therapist practices, policies and procedures.

Risks and Benefits of Therapy

Therapy progress varies based on individual concerns. It can help reduce stress and anxiety, improve relationships, and address the issues that led to therapy. However, meaningful change requires active participation, honesty, openness, and a willingness to adjust thoughts, feelings, and behaviors.

Psychotherapy may bring emotional discomfort, including recalling painful memories or experiencing strong emotions like anger, sadness, or fear. Clients may face anxiety, depression, or insomnia. The therapist (Mary Lou Devlin, MFT) may challenge perceptions and suggest new ways to approach situations, which can feel difficult but is often part of the therapeutic process.

Addressing personal and interpersonal concerns may lead to unexpected changes in behaviors, employment, substance use, housing, or relationships. Any decisions about relationships remain solely the client's responsibility.

Clients often feel worse before they feel better. This is generally a normal course of events. Personal growth and change will be easy and swift at times, but more often change can be slow and frustrating, with no guarantee of specific or positive outcomes.

Confidentiality Policy

Marriage and Family Therapists protect client confidentiality, including identities, except in the following cases:

- **As mandated by law**
- **As permitted by law**
- **If the therapist is a defendant** in a civil, criminal, or disciplinary action related to therapy (client information may only be disclosed within that case)
- **With written authorization** from the client, in accordance with its terms

All session content and psychotherapy notes are confidential and cannot be shared without written consent, except where disclosure is required by law.

1. Mandatory Exceptions to Confidentiality

Some exceptions to confidentiality are well known, such as reporting child, elder, or dependent adult abuse, and the therapist's "duty to protect." Other exceptions may also be required by law.



2. When Disclosure Is Required by Law

Confidentiality may be broken in cases involving:

- **Child abuse or neglect** – This includes physical injury (non-accidental), sexual abuse, willful cruelty, unjustifiable punishment, or unlawful corporal punishment.
- **Elder or dependent adult abuse or neglect** – Defined as physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or deprivation of necessary goods or services leading to harm.
- **Serious threats of violence** – If a client makes a serious threat of physical harm against a reasonably identifiable person, the therapist must take reasonable steps to warn the victim(s) and notify law enforcement.
- **Self-harm or suicide risk** – If a client is in danger of harming themselves, the therapist may need to take protective action, such as contacting authorities, seeking hospitalization, or informing family members or others who can help.

3. When Disclosure May Be Required

Confidentiality may also be impacted in the following situations:

- **Legal proceedings** – If you place your mental health at issue in litigation, the opposing party may seek records. While information is protected, disclosure may be required by court order. If you are in or considering litigation, consult an attorney regarding potential disclosure.
- **Government agency requests** – If a government agency requests information for health oversight activities under its legal authority, the therapist may be required to comply.
- **Health insurance claims** – Confidential information may be needed to process insurance claims.
- **Complaints or lawsuits against the therapist** – If you file a complaint or lawsuit against me, or if I am a defendant in a related case, client information may be disclosed in that legal process.

4. "No Secrets" Policy for Conjoint or Family Therapy

When treating a couple or family, I view the entire group (the treatment unit) as the client.

- Records requests require authorization from all members of the treatment unit.
- Individual sessions within couple or family therapy are considered part of the overall treatment. While these sessions are confidential from outside parties, I may need to share relevant information with the treatment unit when clinically necessary.
- I will use my best judgment in deciding when and how to disclose such information, and when possible, I will allow the individual to share it themselves.
- If you have matters you wish to keep completely private, you may need to see an individual therapist separately.



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- Maintaining clinical discretion in sharing information prevents conflicts that could require ending therapy.

5. Clinical Consultation

As part of maintaining a professional psychotherapy practice, I may consult with other licensed professionals on clinical, ethical, or legal matters. These consultations do not involve sharing personally identifying client information.

Electronic Communication Policy

1. General Considerations

Electronic communication, including email and text messaging, offers convenience for administrative matters such as scheduling. However, it is not entirely secure. Potential risks include:

- Mis-delivery of email or text to typos in addresses or phone numbers.
- Unauthorized access through hacking.
- Storage of messages on third-party servers (e.g. Gmail, Comcast, and Yahoo) and phone providers (e.g. AT&T and Verizon), where they may be accessible to employees, etc.

2. Telehealth Sessions

I use a secure, HIPAA-compliant platform for telehealth sessions. I am legally permitted to provide therapy only to clients residing in California. If you relocate outside of California, I will no longer be able to offer therapy services.

The **California Telemedicine Act of 1996** defines telemedicine as the use of technology to deliver medical services remotely. If you choose telehealth therapy, you should be aware that:

- You may withdraw consent at any time without impacting future care or benefits.
- Confidentiality protections apply to telehealth just as they do for in-person sessions.
- You have the right to access your medical records, with copies available for a reasonable fee.
- Identifiable images or information from telehealth sessions will not be shared without your consent.
- Telehealth has both benefits and risks.

Potential risks include limitations in the therapist's ability to observe non-verbal cues, such as body language, hygiene, posture, and physical condition, which may impact clinical assessment.

Potential benefits include:

- **Convenience** – Sessions can be conducted from any private location with an internet connection.



- **Fewer missed appointments** – Telehealth helps maintain treatment consistency despite busy schedules or logistical barriers.
- **Ease of access** – Ideal for those with childcare responsibilities, travel obligations, or transportation issues.
- **Expanded reach** – Clients who move within California can continue therapy uninterrupted.
- **Reduced stress** – Eliminates travel time and logistical challenges, particularly in high-traffic areas.

Use of AI Technology in Therapy Services

With your permission, I may use secure, AI-powered tools to record sessions or dictated notes to create written session notes. These tools are designed to support accurate documentation and are **HIPAA compliant** and **HITRUST Certified**.

How Your Information is Protected

These certifications mean the platform follows strict privacy and security rules to keep your information safe. **HIPAA** compliance ensures that your health information is protected under federal law. **HITRUST** certification means the system is regularly tested and uses strong safeguards, such as encryption and secure storage, to protect your information at every step. In short, your information is treated with the same level of care as it would be in any healthcare setting.

How Recordings and Transcripts Are Handled

Any audio recordings created during a session or for dictation are **automatically deleted within minutes** once the transcription is complete. They are not stored or saved.

The written transcripts are kept **only for a short time** — up to 7 days, or until your therapist signs and finalizes your progress note, whichever happens first. After that, they are **permanently deleted**.

During the brief time transcripts are available, they remain **confidential and secure**. Only your therapist can access them, and they are used **only to verify the accuracy of your progress note**. They are never shared, reused, or used for any other purpose.

3. Email Communication

Traditional email is not a secure means of communication and should be used only for administrative purposes such as scheduling and billing. Clinical matters should be discussed during sessions or via phone. If you have an urgent matter or you're experiencing a crisis, please call **911**, the National Suicide Prevention Lifeline at **988**, or go to the nearest emergency room.

4. Text Messaging

Text messaging is even less secure than email. I do not use text messaging for clinical discussions and will only respond to texts related to last-minute scheduling changes. Please do not send text messages about therapeutic matters.



5. Social Media

I do not engage with clients on social media (e.g., Facebook, Instagram, Twitter) to maintain confidentiality and professional boundaries. If you encounter me online, we can discuss it in session. I do not respond to client messages on social media.

6. Website

I may maintain a professional website to provide information about my practice. You are welcome to access it for resources, but it will not serve as a platform for direct communication.

This policy is designed to protect your privacy and ensure ethical, professional communication in compliance with California law.

Contacting Therapist

If you need to reach me between sessions, my telephone is answered by voicemail. Please leave a message with your availability for a return call but be aware that I may not receive your message until the following business day. I will make every effort to return your call the same day apart from weekends and holidays.

If you have an urgent matter or you're experiencing a crisis, please call **911**, the National Suicide Prevention Lifeline at **988**, or go to the nearest emergency room.

Appointments and Fees

1. Appointments

Sessions are typically **60 minutes**, scheduled weekly. Longer sessions may incur additional charges at my discretion. The initial sessions focus on assessing your needs and determining if we are a good fit for your treatment goals.

2. Fees

- Session fee: **\$180 per 60-minute session**, payable by credit card at the time of service. Extended sessions are charged pro rata.
- Before our first session, you'll receive an email invitation to create a secure **SimplePractice Client Portal**, where you'll provide intake information and a credit card at least **24 hours in advance**.
- A credit card on file is required for **copays, co-insurance, session fees, cancellations, no-shows, or NSF checks**.
- Providing your credit card authorizes its use for these charges, and you agree not to dispute payments that align with these policies.
- **No prior notice** is given for charges related to session fees, cancellations, or no-shows.
- **Fee adjustments** may be considered in cases of financial hardship.



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- If **payment is overdue for more than three sessions** and no arrangements have been made, treatment may be terminated.
 - While fee increases are rare for existing clients, I reserve the right to adjust fees with **60 days' notice**.

3. Cancellation Policy

Appointments are reserved specifically for you. **24-hour notice** is required for cancellations or rescheduling. **Late cancellations or no-shows are billed at the full session rate**, as insurance does not cover missed appointments.

4. Good Faith Estimate Notice

If you are uninsured or not using insurance, you have the right to a **Good Faith Estimate** of your expected treatment costs. If your bill exceeds the estimate by **\$400 or more**, you can dispute it. For details, visit <https://www.cms.gov/nosurprises>.

Insurance

1. In-Network Coverage

I am in-network with some insurance plans. If using insurance, be aware that:

- You may have a **deductible** (the amount you must pay before benefits apply) and a **copay or co-insurance** due at each session.
- If a deductible applies, you will be charged the **full contracted rate** until it is met.

As a **courtesy**, I verify benefits before our first appointment. However, **insurance information is not final until claims are processed**, and discrepancies can occur. I encourage you to verify your coverage directly with your insurer.

Before our first session, I require a **copy of your insurance card (front & back)**. I will submit in-network claims on your behalf, and you authorize your insurance carrier to pay benefits directly to **Mary Lou Devlin, LMFT**. You are responsible for **any unpaid balances**.

2. Out-of-Network Coverage

- Depending on your current health insurance provider, your plan may include out-of-network benefits that partially reimburse fees for my services. Please contact your provider to verify the reimbursement rates you would be eligible to receive. As a courtesy, I provide monthly superbill statements upon request that you can submit for reimbursement.
- **It is your responsibility** to verify your coverage, as not all conditions are reimbursed.
- When inquiring, refer to the following procedure codes:
 - Procedure Code 90791 – Diagnostic Evaluation w/out Medical Services



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- Procedure Code 90837 – Psychotherapy, 55 minutes
 - Keep in mind that all insurance companies will require a mental health diagnosis to process your claim.
 - Clients must **submit claims directly** to their insurance provider.
 - Insurance companies may require **confidential information** to process claims.
 - **Full session fees are due at the time of service.**

Termination of Therapy

Ending therapy is a normal part of the process and should be approached intentionally. The length and structure of termination depend on the duration and intensity of our work together. A planned termination phase allows for closure and review of progress.

After initial intake and assessment, we will decide together if I am the right provider to support your goals. Ideally, therapy ends by mutual agreement when goals have been met or when ongoing treatment is no longer clinically necessary.

You may end therapy at any time for any reason. However, I encourage scheduling a final session to allow for closure and transition planning.

I may recommend or initiate termination, with advance discussion and notice, in situations such as:

- Non-compliance with treatment recommendations
- Repeated missed appointments or late cancellations
- Nonpayment of fees
- Concerns outside my scope of practice or licensure
- Ethical conflicts or dual relationships
- Therapy no longer being effective or used constructively

If I initiate termination, I will offer referrals and support your transition to another provider, if desired.

If you do not schedule sessions for three consecutive weeks without prior arrangement, this will be considered a discontinuation of treatment, and the therapeutic relationship may be ended.