

# Agreement for Services/ Informed Consent for Minors

## **Introduction**

This agreement has been created for the purpose of outlining the terms and conditions of services to be provided by \_\_\_\_\_, for the minor child(ren) \_\_\_\_\_ and is intended to provide [name of parent(s)/legal guardian(s)] \_\_\_\_\_ and/or \_\_\_\_\_ 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.

## **Policy Regarding Consent for the Treatment of a Minor Child**

Therapist generally requires the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of the Representative to give consent for psychotherapy, Therapist will require that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services. The law does provide for any minor 12 years or older that understands therapy to receive services without parental consent.

## **Process of Therapy**

Therapists use a variety of techniques, invitations, and interventions including, dialogue, homework, expressive arts, imagery, play therapy techniques, along with other experiential modalities that invite clients to communicate, solve problems, and learn to maintain positive interactions by discovering the unproductive interactions that get them stuck and hopefully support connecting with oneself and then with others. We support clients to transcend, heal, and get beyond old and possibly ineffective patterns of interactions that interfere with fulfilling relationships. We invite clients to go beyond just the story and join issues that arise in the moment, keeping the focus on self and taking responsibility for what they can change. Clients can at any time accept or refuse an invitation.

## **Risks and Benefits of Therapy**

A minor Client will benefit most from psychotherapy when his/her parents, guardians, or other caregivers are supportive of the therapeutic process. Psychotherapy is a process in which Therapist and Client, and sometimes other family members, 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 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, increased comfort in social, school, and family settings, and increased self-confidence.

Such benefits may also require substantial effort on the part of Client, as well as his/her caregivers and/or family members, including an active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts and behaviors. 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, feelings, and experiences. This discomfort may also extend to other family members, as they may be asked to address difficult issues and family dynamics.

The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge the perceptions and assumptions of the Client or other family members, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships.

During the therapeutic process, some 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. Regular participation in clinical, ethical, and legal consultation with appropriate professionals is done on a regular basis. During such consultations, personally identifying information concerning clients will not be shared.

### **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 Therapist. Therapist will not alter his/her normal record keeping process at the request of any client or representative. Should Client or Representative 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, or Representative, 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. Representative 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 Representative request access to Therapist's records, such a request will be responded to in accordance with California law. Therapist will maintain Client's records, once therapy is terminated, for seven years after client turns 18 years old. Client's records will then be destroyed in a manner that preserves Client's confidentiality.

### **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. It is 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 a person with the authority to waive the privilege on Client's behalf. When a client is a minor child, 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. Representative is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which Client, or Representative, and another individual, or entity, are parties. Therapist has a policy of not communicating with Representative's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Client's, or Representative'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, Representative agrees to reimburse Therapist for any time spent for preparation, travel, or other time in which Therapist has made him/herself available for such an appearance at Therapist's usual and customary hourly rate. In addition, Therapist will not make any recommendation as to custody or visitation regarding Client. Therapist will not be involved in custody disputes between Client's parents.

### **Confidentiality**

The information disclosed by a 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.

### **Email**

Client is welcome to leave email messages at any time by sending a message directly to your therapist. If the email requires a response, therapist will make every effort to respond promptly, but be advised that it may take up to 24 hours. If Client emails during the evening, on a weekend, or over a holiday, therapist may be unable to respond until the next business day.

While Client is welcome to send therapist multiple messages, email communication is not meant to take the place of an office visit or psychotherapy session. If Client requests that therapist read and respond to every email message sent between sessions, therapist may need to bill Client for that time at the same hourly rate that was agreed upon for office visits.

In case of an emergency, DO NOT use email, but immediately call 911 for emergency response, and after that please leave a phone message for therapist at the number given to you.

Client should be aware that although therapist takes every precaution to ensure the confidentiality of email messages, there is the possibility that email communications can be intercepted. For this reason, Client should consider carefully whether or not Client would like to communicate via email.

Any email therapist receives from Client and any response therapist sends to Client will be printed out and kept in Client's treatment record. Communication regarding the minor Client will be shared via email with all caregivers who by law may receive information.

**Fee and Fee Arrangements**

I utilizes a sliding scale. This is discussed before or during the first session.

The agreed upon fee between Therapist and Client is \_\_\_\_\_. Therapist reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance. Clients are expected to pay for services at the time services are rendered. Cash and/or checks and credit cards are accepted. In the event of a returned check, Client is responsible for any bank charges occurred.

From time-to-time, a counselor may engage in telephone contact with Client or caregiver 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 (10) minutes. In addition, from time-to-time, a counselor 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.

\_\_\_\_\_ ***Please initial here that you agree to the Fee/Fee Arrangements***

**Cancellation Policy**

Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give at least 24 hours' notice of cancellation. Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours' notice is required to re-schedule or cancel an appointment. Clients are requested to provide a credit card number that can be used for billing in the event of a late cancellation or no show. The full session fee will be charged to the credit card number provided for appointments missed without notice or canceled with less than 24 hours' notice, unless we are able to find a mutually agreeable time to reschedule the appointment within the same week.

\_\_\_\_\_ ***Please initial here that you understand & agree to the Cancellation Policy***

**Credit Card Authorizations**

**Payments:** Sessions are payable via cash, check or credit card (Visa, MasterCard, or Discover). You are expected to pay your session fee at the start of each session. Telephone conversations, site visits, report writing and reading, consultation with other professionals, releases of information, reading records, longer sessions, travel time, etc. will be charged at the same rate unless otherwise indicated and agreed upon. Credit card information will be kept private other than by electronic means for billing.

\_\_\_\_\_ ***Please initial here that you understand & agree to the Credit Card Authorizations***

**Therapist Availability**

The office is equipped with a confidential voice mail system that allows a client to leave a message at any time. We 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. 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.

**Termination of Therapy**

We reserve the right to terminate therapy at our 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, Client needs are outside of Therapist’s scope of competence or practice, or Client is not making adequate progress in therapy. Client has the right to terminate therapy at his/her discretion. Upon either party’s decision to terminate therapy, we will generally recommend that 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. We will attempt to ensure a smooth transition to another therapist by offering referrals to Client.

**Acknowledgment**

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Client’s satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. ***Client acknowledges having received a copy the Privacy Policy.***

\_\_\_\_\_ ***Please initial here that you received the Privacy Policy***

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Client (if Client is 12 years old or older)

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Client (if Client is 12 years old or older)

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Relationship to Client

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Relationship to Client

***\*\*\* Please ensure you have initialed four boxes found on pages 4 and 5. Thanks \*\*\****