# Informed Consent For Psychotherapy (Minor): Office Policies & General Information Agreement

#### Introduction

This Agreement has been created for the purpose of outlining the terms and conditions of services to be provided by Sonoma Family Therapy Inc. for minor child(ren herein "Client") and is intended to provide parent(s)/legal guardian(s) herein "Representative(s)") with important information regarding the practices, polices and procedures of your assigned therapist at Sonoma Family Therapy Inc. (herein "Therapist"), and to clarify the terms of the professional therapeutic relationship between Therapist and Client. This information is additional to that detailed in the Notice of Privacy Practices. 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 under the age of 12 years of age. If any question exists regarding the authority of 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. If both parents hold legal custody of a Client under the age of 12, regardless of physical custody or visitation, and one parent withdraws consent for Therapist to treat Client, Therapist may choose to terminate therapy with Client.

## **Information about Therapy Approach**

Sonoma Family Therapy Inc. employs licensed and pre-licensed staff. The purpose of the corporation is to engage in the profession of marriage and family therapy in the state of California. Our therapists often draw from such modalities including but not limited to Play Therapy, Solution-Focused Therapy, Cognitive- Behavioral Therapy, Motivational Interviewing, Narrative Therapy, and Client-Centered Therapy. Your therapist also incorporates other specific modalities that they have been trained in. At an appropriate time, your therapist will discuss his/her professional background with you and provide you with information regarding his/her experience, education, special interests, and professional orientation. You are free to ask questions at any time about your therapist's background, experience and professional orientation.

#### **Fee and Fee Arrangements**

A typical session is 50 minutes in length. Representatives are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and major credit cards. Therapist reserves the right to periodically adjust fee. Representative will be notified of any fee adjustment in advance. From time-to-time, Therapist may engage in telephone contact with Representative for purposes other than scheduling sessions. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than fifteen minutes. In addition, from time-to-time, Therapist may engage in telephone

contact with third parties at Representative's request and with Representative's advance written authorization. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than fifteen minutes. All letters written on request of Representative will be billed at agreed upon fee (on a pro rata basis).

#### Insurance

If Client or Representative intends to use benefits of his/her health insurance policy, Representative agrees to inform Therapist in advance. Representative is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Representative is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles.

#### Therapist Availability/Emergencies

Telephone consultations between office visits are welcome. However, we will attempt to keep these contacts brief and may suggest that we schedule an in person appointment to discuss the issue further. You may leave a message for your therapist at any time on his/her confidential voicemail. Therapist 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. Email is another form of communication you may choose to have with your therapist but will be limited because we cannot ensure confidentiality. It is important to be aware that computers and cell phones may be vulnerable to unauthorized access outside of your therapist's control. Your therapist is unable to provide 24-hour crisis service. 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.

# **Appointment Scheduling and Cancellation Policies**

Sessions are typically scheduled to occur one time per week at the same time and day if possible. Your therapist may suggest a different amount of therapy depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. In order to cancel or reschedule an appointment, you are expected to notify your therapist 48 hours in advance of your appointment. If you do not provide your therapist with 48 hours notice in advance, you are responsible for payment for the missed session. Therapist will exercise discretion of stated policy based on reason for cancellation and ability to reschedule within the same week. Cancellation notice should be left on Therapist's voice mail.

## Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Client 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 and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of Client, 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. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which Therapist will challenge Client's perceptions and assumptions, and offer different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision on the status of his/her personal relationships is the responsibility of Client.

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.

## **Confidentiality**

The information disclosed by 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. In addition, a federal law known as The Patriot Act of 2001 requires therapists (and others) in certain circumstances, to provide FBI agents with books, records, papers and documents and other items and prohibits the therapist from disclosing to the Client that the FBI sought or obtained the items under the Act.

## Family Therapy and Confidentiality

Your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information. However, it is important that you know that your therapist utilizes a "no-secrets" policy when conducting family or marital/couples therapy. This means that if you participate in family, and/or marital/couples therapy, your therapist is permitted to use information obtained in an individual session that you may have had with him or her, when working with other members of your family. Please feel free to ask your therapist about his or her "no secrets" policy.

#### **Minors and Confidentiality**

Communications between therapists and Clients who are minors (under the age of 18) are confidential. When Therapist provides individual therapy to a minor, the minor is the client and NOT the minor's parents or guardians. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist, in the exercise of his or her professional judgment, may discuss

the treatment progress of a minor Client with the parent or caretaker, but may also hold information from therapy sessions in confidence and not disclose it to Client's parents if Therapist deems that to be in Client's best interest and the information is not about the Client's physical or emotional safety. Clients who are minors and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

#### **Psychotherapist-Client 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 and minors who are 12 years of age and over hold the privilege themselves and may assert it in response to requests for information by third parties. Therefore If Therapist received 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 Client or Client's representative. Client should be aware that he/she might be waiving the psychotherapist-patient privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

## **Client 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 make every effort to be neutral and uninvolved in any custody dispute between Client's parents. Generally, involving a minor's therapist in a lawsuit, especially one regarding custody and visitation, negatively impacts the therapeutic process and the minor's progress in therapy. For this reason, if Client's parents are separated or divorced. Therapist will make every effort to share information about Client's therapy with both parents equally and not to "take sides" between parents or agree with one parent not to share information with the other parent.

#### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations Therapist will not reveal information that will conclusively identify the Client to the professional with which Therapist is consulting.

# **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, if licensed, or of Therapist's supervisor, if Therapist is a Marriage and Family Therapist Intern. Therapist will not alter his/her normal record keeping process at the request of any Client. Should Client 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 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, pursuant to California Health and Safety Code section 123115(a)(2). Therapist will maintain Client's records in a HIPPA approved electronic health record.

## **Termination of Therapy**

Therapist reserves the right to terminate therapy at his/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, Client needs are outside of Therapist's scope of competence or practice, or Client is not making adequate progress in therapy. Representative has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, Therapist 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. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Client.