



COUNSELING AGREEMENT, INFORMED CONSENT, and OFFICE POLICIES FOR MINORS

Introduction

The information below outlines my practices, policies and procedures, and to clarify the terms of the professional, therapeutic relationship. Please read them carefully and feel free to discuss these policies at any time if you have questions.

Policy Regarding Consent for the Treatment of a Minor

I generally require the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of the caregiver to give consent for psychotherapy, I will require that the caregiver submit supporting legal documentation, such as a custody order, prior to the commencement of services.

Therapist Background and Qualifications

I have been practicing as a licensed clinical social worker (LCSW) for 14 years and working in the helping profession for 20 years. I have worked with children, youth, adults, and families. I have worked with domestic violence survivors and persons struggling with addiction, severe mental illnesses, and various kinds of disabilities. I am also trained in Seeking Safety Evidence-Based Practice and certified in Reality Therapy and Choice Theory. I describe my theoretical orientation as eclectic, trauma informed, and person-centered.

Risks and Benefits of Therapy

Psychotherapy is a collaboration between therapist, client, and sometimes other family members. Usually, a myriad of issues, events, experiences, feelings, and memories are processed. Psychotherapy provides an opportunity to better and more deeply understand oneself. A minor patient will benefit most from psychotherapy when their caregivers are supportive of the therapeutic process. Openness, honesty, the willingness to take some emotional risks, and consistent attendance are important. Participating in therapy may result in a number of benefits, 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. The client, and sometimes caregivers, may be asked to make changes in feelings, thoughts, or behaviors. Participating in therapy may 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. During the therapeutic process, some clients find that they feel worse for awhile on their way to feeling better. I may challenge the perceptions and assumptions of the client or other family members, and offer different perspectives. Issues often arise that were not initially expected at the outset of therapy. The issues presented may result in unintended outcomes, including changes in personal relationships. Progress, success, and length treatment depend on the specifics of each person's issues and level of active participation. Due to the varying nature and severity of problems and the individuality of each client, I am unable to guarantee a specific outcome or result.

If, through the course of counseling, I determine that the client's needs are outside the scope of my practice or that the client needs additional help, the client may be referred to outside services.

Telehealth

With caregiver/client consent, my services may be provided through telehealth (computer or phone) in some situations. Risks to telehealth include equipment malfunction, internet problems, and control of the

environment is limited. In addition, telehealth may not be appropriate for crisis situations, emergencies, or if a client is having thoughts of harming themselves or others. Telehealth may also not be appropriate for clients experiencing active psychosis. It is the client and caregiver's responsibility to inform me if there is risk of harm to self or others.

I have the responsibility to use a secure, HIPPA compliant video service, manage my environment to ensure confidentiality on my end, and have functioning equipment and internet. I have no control over and am not responsible for what happens on the client's end of the computer or phone.

It is the caregiver's responsibility to make sure that the client is in a safe environment in which they can speak freely. This includes being in a private location in which they are not seen or heard by others, unless these other people are part of the session. The caregiver is responsible for securing computer hardware and having reliable internet. I am not liable for confidentiality breaches when caused by client or caregiver error.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. As such, I participate in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, I will not reveal any personally identifying information regarding client or client's family members or caregivers.

Records and Record Keeping

I may take notes during session, as well as produce other notes and records regarding client's treatment. By law, I am required to maintain clinical and business records. Should client or caregiver request a copy of these records, such a request must be made in writing. Although the caregiver will generally have the right to access the records, this right is subject to certain exceptions set forth in California law. I reserve the right, under California law, to honor, decline, or provide a treatment summary in lieu of actual records. I will maintain client's records for seven years from the date the client reaches 18 years of age.

Confidentiality

The information disclosed by client is generally confidential and will not be released to any third party without written authorization, except where required or permitted by law. Exceptions to confidentiality, include, but are not limited to, reporting child, elder and dependent adult abuse, grave disability, 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.

Caregiver should be aware that I am not a conduit of information from client. Psychotherapy can only be effective if there is a trusting and confidential relationship between therapist and client. Although caregiver can expect to be kept up to date about client's progress in therapy, he/she will typically not be privy to detailed discussions that take place in therapy. However, caregiver can expect to be informed in the event of any serious concerns I might have regarding the client's safety or well-being.

Client Litigation

I will not voluntarily participate in any litigation, or custody dispute. I make efforts to be uninvolved in any custody dispute between client's parents and will not make any recommendation about the custody or visitation regarding client. I will generally not provide records or testimony unless compelled to do so. Should I be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving client, caregiver agrees to reimburse me for any time spent for preparation, travel, or other time in which I have made myself available for such an appearance at our agreed upon therapy fee.

Psychotherapist-Client Privilege

The information disclosed by client, as well as any records created, is subject to the psychotherapist-client privilege. This is a legal term, akin to the attorney-client privilege or the doctor-patient privilege.

Typically, the client is the holder of the psychotherapist-client privilege. If I receive a subpoena for records, deposition testimony, or testimony in a court of law, I will assert the psychotherapist-client 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-client privilege is either the minor, a court appointed guardian, or minor's counsel. Parents and other caregivers typically do not have the authority to waive the psychotherapist-client privilege for their minor children, unless given such authority by a court of law. Client or caregiver should be aware that he/she might be waiving the psychotherapist-client privilege if he/she makes his/her mental or emotional state an issue in a legal proceeding. Client or caregiver should address any concerns he/she might have regarding the psychotherapist-client privilege with his/her attorney.

Sessions, Appointments, Fees, and Cancelations

My standard fee is \$150 per 50 minute session. Our specific agreed upon fee is _____. Fee for service must be paid for at the beginning of each session by cash, check, credit, or debit card. With advanced notice, I reserve the right to periodically adjust this fee. All returned checks will be assessed a service charge in accordance with my bank's fee. If sessions are charged on a sliding scale, I may check-in about the current financial situation approximately every six months to reassess the ongoing need for the sliding scale.

From time-to-time, I may engage in telephone contact with client, caregiver, or third parties, at the request of client or caregiver and with the advanced written authorization, for purposes other than scheduling sessions. Caregiver is responsible for payment of the agreed upon fee (on a pro-rated basis) for any telephone calls longer than 20 minutes.

In order to cancel or reschedule an appointment, I must be notified at least 24 hours in advance. If 24 hours advanced notice is not given, caregiver is responsible for payment for the session. If caregiver is unable to continue paying for therapy, I should be notified and alternative options may be explored.

Insurance

I work with various insurance panels. I can also provide a statement to submit to insurance to seek reimbursement of fees already paid.

Therapist Communications, Availability, and Emergencies

I will make every effort to return calls within 24 hours. Text and email are not secure and should never be used for emergency purposes. In addition, there is sometimes a delay between the time an email or text is submitted and the point at which it is received and read.

Sensitive, clinical information is to be discussed over the phone, through videoconferencing, 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. E-mail messages may contain viruses or other defects and it is your responsibility to ensure that it is virus-free. In addition, e-mail or text communication may become part of the clinical record.

It is the client/caregiver's responsibility to maintain the safety of the client and others, get help in a crisis or emergency, and to continue to pursue such assistance until it is received. I am unable to provide 24-hour crisis service. In the event that client is feeling unsafe or requires immediate medical or psychiatric assistance, client or caregiver should call 911 or go to the nearest emergency room.

The following are some available resources to assist individuals who are in crisis:

Suicide Prevention Hotline (800) 273-TALK (8255)

Crisis Hotline: () _____

Trusted Friend/Family Member: () _____

Other Trusted Person: () _____

Termination of Therapy

Services are voluntary and may be discontinued by client/caregiver at any time. I also reserve the right to terminate therapy at my 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, or client's needs are outside of my scope of competence or practice.

It is important to discuss termination with me rather than just disappearing, and doing so can result in significant resolution and/or relief. For that reason, I request that we discuss any decision to stop therapy before doing so. I also recommend that client participate in at least one termination session. These sessions are intended to facilitate a positive termination experience and provide an opportunity to reflect on the work that has been done.

If we have not met recently and I am unclear if the client/family would like to continue treatment, and I have not received a response to my attempts at contact, I may consider the therapy case closed and that client is no longer in treatment with me.

Acknowledgement

I have reviewed, understand, and agree to abide by the terms and conditions stated above. I have been given sufficient opportunity to ask questions. I agree to discuss any issues, concerns, or disagreements about treatment with the therapist as they may arise. If I choose to discontinue therapy, I agree to discuss termination with therapist in advance. I consent to and authorize in-person and telehealth mental health services. I agree to hold therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

_____	_____
Client Name (please print)	Date
_____	_____
Signature of Client	Date
_____	_____
Signature of Client's Representative (and relationship to client)	Date
_____	_____
Signature of Client's Representative (and relationship to client)	Date

Signature ___ was given ___ declined a copy of this consent on _____ by _____.
(date) (initials)

NOTICE TO CLIENTS

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