

# **The Office of Life in Progress, Inc.**

**Annette R. Smith, MA, LMFT, LPCC**

## **AGREEMENT FOR SERVICE/INFORMED CONSENT FOR MINORS**

### **Introduction**

This Agreement has been created for the purpose of outlining the terms and conditions of services for the minor child(ren) \_\_\_\_\_ [Client name] (herein referred to as “Client”) and is intended to provide \_\_\_\_\_ [name of parent/legal guardian] (herein referred to as Representative) with important information regarding the practices, policies and procedures of Life in Progress, Inc. (herein referred to as the “Office”), and the Therapist named above (herein referred to as the “Therapist”) and to clarify the terms of the professional therapeutic relationship between the Therapist and the Client. Any questions or concerns regarding the contents of this Agreement should be discussed with the Therapist prior to signing it.

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

The 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, the Therapist will require that the Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services.

### **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 the 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 the 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 the Client may be experiencing. Psychotherapy is a joint effort between the Client and the 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 the 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, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of the 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 the Therapist will challenge the Client's perceptions and assumptions, and offer different perspectives. The issues presented by the Client may result in unintended outcomes, including changes in personal relationships. The Client should be aware that any decision on the status of his/her personal relationships is the responsibility of the Client.

During the therapeutic process, many 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. The Client should address any concerns he/she has regarding his/her progress in therapy with the Therapist.

### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice. As such the Therapist regularly participates in clinical, ethical and legal consultation with appropriate professionals. During such consultations, the Therapist will not reveal any personally identifying information regarding the Client.

### **Records and Record Keeping**

Therapist may take notes during session, and will also produce other notes and records regarding the Client's treatment. These notes constitute the Therapist's clinical and business records, which by law, the Therapist is required to maintain. Such records are the sole property of the Therapist. The Therapist will not alter his/her normal record keeping process at the request of any client. Should the Client, or the Representative, request a copy of the Therapist's records, such a request must be made in writing. The Therapist reserves the right, under California law, to provide the Client, or the Representative, with a treatment summary in lieu of actual records. The 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. The Therapist will maintain the Client's records for ten years following termination of therapy, or when the Client is 21 years of age, whichever is longer. However, after ten years, the Client's records will be destroyed in a manner that preserves the Client's confidentiality.

### **Confidentiality**

The information disclosed by the Client is generally confidential and will not be released to any third party without written authorization from the 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 patient 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.

The Representative should be aware that the Therapist is not a conduit of information from the Client. Psychotherapy can only be effective if there is a trusting, confidential relationship between the Therapist and the Client. Although the Representative can expect to be kept up to date as to the Client's progress in therapy, he/she will typically not be privy to detailed discussions between the Therapist and the Client. However, the Representative can expect to be informed in the event of any serious concerns the Therapist might have regarding the safety or well-being of the Client, including suicidality.

### **Client Litigation**

The Therapist will not voluntarily participate in any litigation, or custody dispute in which the Client, or the Representative, and another individual, or entity, are parties. The Therapist has a policy of not communicating with the Representative's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in the Representative's legal matter. The Therapist will generally not provide records or testimony unless compelled to do so. Should the Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving the Client, the Representative agrees to reimburse the Therapist for any time spent for preparation, travel, or other time in which the Therapist has made him/herself available for such an appearance at the Therapist's usual and customary hourly rate.

### **Psychotherapist-Patient Privilege**

The information disclosed by the Client, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between the Therapist and the 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 the Therapist received a subpoena for records, deposition testimony, or testimony in a court of law, the Therapist will assert the psychotherapist-patient privilege on the Client's behalf until instructed in writing, to do otherwise by a person with the authority to waive the privilege on the Client's behalf. When the 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. The Client, or Representative, 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. Representative should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

### **Sessions and Appointments**

A standard psychotherapy session runs for fifty minutes. This allows times for writing progress notes, thinking about the just completed therapy session, returning phone calls, and taking a short break so that the Therapist is alert and ready for the next client.

In the event the Client must cancel or reschedule a session, it is important that the Therapist be informed as soon as possible so that another client can use that time. The

Clinic asks that the Client provide 24 hours notice of any cancellation or need to reschedule an appointment for a later date. In the event that unexpected circumstances prevent the Client from giving 24 hours notice, the usual session fee will be changed.

### **Fees and Fee Arrangements**

The agreed upon fee between the Therapist and the Client is \$120.00 per hour. The Therapist reserves the right to periodically adjust the fee. The Representative will be notified of any fee adjustment in advance.

From time-to-time, the Therapist may engage in telephone contact with the Client for purposes other than scheduling sessions. The Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. In addition, from time-to-time, the Therapist may engage in telephone contact with third parties at the Client's, or the Representative's, request and with advance written authorization. The Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

Representatives are expected to pay the full amount of the fee at the end of each session. The Clinic operates on a strict cash or check basis, with a written receipt given for each payment made. If the Representative's check is returned for non-sufficient funds, the Representative will be responsible for the session fee, plus a \$15 non-sufficient funds charge. This payment must be made in cash or money order.

### **Therapist Availability**

The Therapist's office is equipped with a confidential voice mail system that allows the Client to leave a message at any time. The 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. The 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.

### **Termination of Therapy**

The 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 the Client is not making adequate progress in therapy. The Client, or Representative, has the right to terminate therapy at his/her discretion. Upon either party's decision to terminate therapy, the Therapist will generally recommend that the 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. The Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to the Client or the Representative.

**Acknowledgement**

By signing below, the Representative acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. The Representative has discussed such terms and conditions with the Therapist, and has had any questions with regard to its terms and conditions answered to the Representative's satisfaction. The Representative agrees to abide by the terms and conditions of this Agreement and consents to allow the Client to participate in psychotherapy with the Therapist. Moreover, the Representative agrees to hold the 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)

\_\_\_\_\_  
Signature or Client (if 12 years or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative (and relationship to Client)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative (and relationship to Client)

\_\_\_\_\_  
Date