

Informed Consent for a Minor

The North Star Therapy
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Informed Consent for Minors

Introduction

This Agreement for Services (herein Agreement) has been created for the purpose of outlining the terms and conditions of services provided by Kathleen Ries, LMFT for the minor child(ren) _____ (herein "Client") and is intended to provide _____ (herein parents/legal guardian(s) to be Representative(s)) with important information regarding the practices, policies, and procedures of Kathleen Ries, LMFT 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. Of course, if further discussions are needed, they are welcome after signing Agreement.

Policy Regarding Consent for the Treatment of a Minor Child

Therapist generally requires the consent of both parents prior to providing 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.

Therapist Background and Qualifications

Therapist has been practicing as a licensed marriage and family therapist (LMFT) for under 5 years, working mostly with children, families and individuals with an emphasis on clients who have experienced domestic violence and/or sexual assault/abuse.

Therapist is certified as a Gestalt therapist. This certification was issued by Sierra Institute for Contemporary Gestalt Therapy in 2013. Therapist is in process of becoming a Certified Clinical Trauma Professional through the International Association of Trauma Professionals. Therapist uses Play therapy and Expressive Art Therapy when working with children.

Therapist's theoretical orientation can be described as being rooted in the classics and open to influence from recent findings in psychological and neurological studies, particularly in the areas of developmental trauma, complex trauma and the brain.

Benefits and Risks of Therapy

A minor patient will benefit most from psychotherapy when his/her parents, guardians or other caregiver are supportive of the therapeutic process.

Psychology is a process in which Therapist and Client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change in the Client's life. The goal is for Client to experience his/her life more fully. It is an opportunity to better and more

Informed Consent for a Minor

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,
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 usually require substantial effort on the part of the Client, including an active participation in the therapeutic process, honesty, and willingness to change feeling, 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 **discomforts (risks)**, including remembering and discussing unpleasant events, feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. If Client notices difficult changes such as trouble sleeping, bad dreams, increased anxiety or social withdrawal, discussion with Therapist is highly encouraged. There may be times in which Therapist challenges Client's perceptions and assumptions, and offers different perspectives. The issues presented by Client may result in unintended outcomes, including changes in personal relationships. Client should be aware that any decision regarding the status of his/her personal relationships is Client's responsibility.

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, or slow and frustrating. Client should address any concerns he/she has regarding his/her progress in therapy with Therapist.

Personal Consultation

Personal 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 consultation Therapist will NOT reveal any personal identifying information regarding Client or Client's family members or caregivers.

Records and Record Keeping

Therapist may take notes during session and will 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 the normal record keeping process at the request of any client. Requests for a copy of Therapist's records 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 records to another treating health care provider. Therapist will maintain Client's records for 10 years following termination of

Informed Consent for a Minor

therapy, or when Client is 21 years of age, whichever is longer. At that time, Client's records will be destroyed in a manner that preserves Client confidentiality.

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 abuse,

- reporting elder and dependent adult abuse,

- when client makes a serious threat of violence towards a reasonably identifiable victim,

- when a client is dangerous to him/herself or the person or property of another.

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

Patient Litigation

Therapist will not voluntarily participate in any litigation or custody dispute in which Client and another individual or entity are parties. Therapist has a policy of not communicating with Client attorneys and will generally not write or sign letters, reports, declarations, 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, Client agrees to reimburse Therapist for any time spent in preparation, travel, or other time in which Therapist has made him/herself available for such appearances at Therapist's usual and customary hourly rate of \$100 (One hundred dollars) per hour.

Therapist will not make any recommendation as to custody or visitation regarding Client. Therapist will make efforts to be uninvolved in any custody dispute between Client's parents.

Psychotherapist-Client/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 doctor-patient privilege. Typically, the Client is the holder of the psychotherapist-patient privilege. 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 legal representative. When a patient 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 or law. Representative should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

Informed Consent for a Minor

Fee Agreements

The usual fee for services is \$100 per 50 minute session. Sessions longer than 50 minutes are charged for the additional time pro rata. This fee may be adjusted by contract with insurance companies, managed care organizations, or other third-party mayors or by agreement with Therapist.

The agreed upon fee between Therapist and Representative is _____. Therapist reserves the right to periodically adjust the fee. Representative will be notified of any fee adjustments in advance.

From time-to-time, Therapist may engage in telephone contact with Client or 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 10 minutes. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at Client's or Representative's request and with the advance written authorization of Client or Representative. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone call longer than 10 minutes.

Representative is expected to pay for services at the time services are rendered. Therapists accepts cash, checks, and major credit cards.

Insurance

Therapist is not a contracted provider with any insurance companies or managed-care organizations at this time. Should Representative choose to use his/her insurance, Therapist will provide Representative with a statement which Representative can submit to the third-party of his/her choice to seek reimbursement of fees already paid.

Cancellation Policy

Missed sessions are the Representative's responsibility. Representative is responsible for payment of the agreed upon fee for any missed session(s). Client or Representative is encouraged to reschedule appointments he/she is unable to attend, giving at least 24 hour notice to Therapist. Representative is responsible for payment of the agreed upon fee for any sessions in which Client failed to give Therapist 24 hours notice of cancellation.

Cancellation and requests for rescheduling appointments should be left on the Therapist voice mail at (628) 227-6366.

Therapist Availability

Therapist is equipped with a confidential voice mail system that allows Client or Representative to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee the calls will be immediately returned. Therapist is unable and so does NOT provide 24 hour crisis services. In the event that Client is feeling unsafe or requires immediate medical or psychiatric assistance, Client or Representative should call 911, or go to the nearest emergency room.

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

Informed Consent for a Minor

recommendations, conflict of interest, failure to participate in therapy, Client needs are outside of Therapist scope of competence or practice, or Client is not making adequate progress in therapy.

Client or 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 possible more termination sessions. These sessions are intended to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by referrals to Client or Representative, when appropriate.

Acknowledgement

By signing below, I _____ (Representative) acknowledge that I have reviewed and fully understand the terms and conditions of this Agreement. I have discussed such terms and conditions with Therapist, and my questions with regard to its terms and conditions have been answered to my satisfaction.

I agree to abide by the terms and conditions of this Agreement and consent on behalf of the minor client to participate in psychotherapy with Therapist. Moreover, 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. I understands that I am financially responsible to Therapist for all charges.

Client Name (please print)

Signature of Client (if client is 12 or older)

Date

Signature of Representative (and relationship to Client)

Date

Signature of Representative (and relationship to Client)

Date

I understand that I am financially responsible to Therapist for therapy session charges.

Name of Responsible Party (Please print)

Signatures of Responsible Party

Date

Name and Signature of Second Responsible Party

Date