

## **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 Suzanne R. Benko, LMFT for the minor child (name of child)

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(herein “Patient”) and is intended to provide (names of parents)

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(herein “Representative(s)”) with important information regarding the practices, policies, and procedures of Suzanne R. Benko, LMFT (herein “Therapist”), and to clarify the terms of the professional therapeutic relationship between Therapist and Patient. 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**

Therapist generally requires the consent of both parents prior to providing any services to a minor child. If any questions exist 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.

### **Therapist Background and Qualifications**

Therapist has been practicing as a licensed marriage and family therapist (LMFT) for over 25 years, working with adolescents, adults, couples, and families. Therapist is also an AAMFT Approved Supervisor and a CAMFT Certified Supervisor.

### **Risks and Benefits of Therapy**

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

Psychotherapy is the process in which Therapist and Patient, and sometimes family members, discuss a myriad of issues, events, experiences and memories for the purpose of creating a positive change so Patient 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 Patient may be experiencing. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular problem or issue being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to Patient, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behavior, 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 the Patient, as well as his/her caregivers and/or family members, 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 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 perceptions and assumptions of the Patient or other family members, and offer a different perspective. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships.

During the therapeutic process, many patients 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. Patient 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. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Therapist will not reveal any personally identifying information regarding Patient or Patient's family members or caregivers.

### **Records and Record Keeping**

Therapist may take notes during session, and will also produce other notes and records regarding Patient'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 patient or representative. Should patient or representative request a copy of Therapist's records, such request must be made in writing. Therapist reserves the right, under California law, to provide Patient 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 Patient. 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 Patient's record for ten years following the termination of therapy, or when Patient is 21 years of age, whichever is longer. However, after ten years, Patient's records will be destroyed in a manner that preserves Patient confidentiality.

### **Confidentiality**

The information disclosed by Patient is generally confidential and will not be released to any third party without written authorization from Patient, except where required or permitted by law. Exceptions from confidentiality, include, but are not limited to, reporting child, elder, and dependent abuse or neglect, when a patient makes serious threat of violence towards a reasonably identifiable victim, or when a patient 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 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 Patient, 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 Patient'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 Patient, 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 usual and customary hourly rate of [insert rate]. In addition, Therapist will not make any recommendation as to custody or visitation regarding Patient. Therapist will make efforts to be uninvolved in any custody dispute between Patient's parents.

### **Psychotherapist-Patient Privilege**

The information disclosed by Patient, 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 Patient in the eyes of law. It is akin to the attorney-client privilege or doctor-patient privilege. Typically, the Patient 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 Patient's behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on Patient's behalf. 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 of law. Representative is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney. Patient 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 legal proceeding. Patient or Representative should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

### **Fee and Fee Arrangements**

The usual and customary fee for service is \$150 per 50 minute session. Sessions longer than 50 minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust the fee. Representative will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, HMOs, managed care organizations, or other third party payors, or by agreement with Therapist.

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

Representatives are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and major credit cards, including VISA and MasterCard.

### **Insurance**

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.

### **Cancellation Policy**

Representative is responsible for payment of the agreed upon fee for any missed sessions. Representative is also responsible for payment of the agreed upon fee for any sessions for which Representative failed to give Therapist at least 24 hours' notice of cancellation. Cancellation notice should be left on Therapist voicemail.

### **Therapist Availability**

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

**Termination of Therapy**

Therapist reserves the right terminate therapy at her discretion. Reasons for termination include, but are not limited to, untimely payment fees, failures to comply with treatment recommendations, conflict of interest, failure to participate in therapy, Patient needs are outside of Therapist’s scope of competence or practice, or Patient is not making adequate progress in Therapy. Patient 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 Patient 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 Patient or Representative.

**Acknowledgements**

By signing below, Representative acknowledges that he/she has reviewed and fully understands the terms and conditions of this agreement. Representative has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Representative’s satisfaction. Representative agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Representative agrees to hold Therapist free and harmless from any claims, demands, or suits for damage from injury or complications whatsoever, save negligence, that may result from such treatment.

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Representative Date

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Therapist Date