

**Briana Messerschmidt, M.S.**

Registered Associate Marriage and Family Therapist #AMFT 91883  
 Under the Supervision of Mary M. Read, Ph.D., LMFT (license #25112)

## **Agreement and Consent for Services- Minor**

### **Introduction**

This Agreement is intended to provide [name of Client] \_\_\_\_\_ (herein "Client") with important information regarding the practices, policies and procedures of Briana Messerschmidt, M.S. (herein "Therapist"). The agreement is also intended 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 Briana Messerschmidt 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. 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.

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### **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 Therapist, Client, and sometimes other family members 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, work, 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.

## Agreement and Consent for Services- Minor

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. Client should address any concerns regarding personal progress in therapy with Therapist.

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### **Therapist Supervision**

Therapist is a registered Associate Marriage and Family Therapist (#AMFT 91883) and registered Associate Professional Clinical Counselor (#APCC 2807) working under the supervision of Mary M. Read, Ph.D., LMFT (license #25112). Supervision of Therapist includes weekly consultations regarding Therapist and Client progress toward treatment goals.

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### **Professional Consultation**

Professional consultation is an important component of a healthy psychotherapy practice, and is required of Briana Messerschmidt as a Registered Associate Professional Clinical Counselor (#2807) and Registered Marriage and Family Therapist Associate (#91883). 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 Client or Client's family members/caregivers.

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### **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.

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

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### **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. 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

## Agreement and Consent for Services- Minor

circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Therapist will maintain Client's records for seven years following the Client's 18th birthday if therapy is terminated while the Client is still a minor. Therapist will maintain Client's records for seven years following termination of therapy if the Client becomes older than 18 years old during the course of therapy. However, after seven years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

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### **Cancellation Policy**

Client is responsible for payment of the agreed upon fee for any missed session(s). Client is also responsible for payment of the agreed upon fee for any session(s) for which Client failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail or via text message.

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### **Therapist Availability**

Therapist's office is equipped with a confidential voice mail system that allows Client 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 returned immediately. 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.

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### **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 of \$120 per hour. In addition, 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.

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### **Psychotherapist-Client Privilege**

The information disclosed by Client, as well as any records created, is subject to the psychotherapist-Client privilege. The psychotherapist-Client 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-Client privilege. Typically, the Client is the holder of the psychotherapist-Client privilege. If Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, Therapist 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,

## Agreement and Consent for Services- Minor

a court appointed guardian, or minor's counsel. Parents 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. Representative is encouraged to discuss any concerns regarding the psychotherapist-Client privilege with his/her attorney. Client, or Representative, 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 Representative, should address any concerns he/she might have regarding the psychotherapist-Client privilege with his/her attorney.

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### 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. Client 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.

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### Fee and Fee Arrangements

The agreed upon fee between Therapist and Client is for one unit of therapy (45-minutes). Hour and a half sessions (85 minutes) are charged as two units. Other sessions longer than 45-minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust fee. Client will be notified of any fee adjustment in advance. Clients are expected to pay for services at the time services are rendered. Therapist accepts cash or checks made payable to **Institute of Advanced Studies**.

The agreed upon fee between Therapist and Client is \_\_\_\_\_ **Initial to confirm** \_\_\_\_\_

**Initial to confirm:** \_\_\_\_\_

From time-to-time, Therapist may engage in telephone contact with Client for purposes other than scheduling sessions. Client is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. Clients are expected to pay for services at the time services are rendered. Therapist accepts cash and checks.

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

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### Notice to Clients

Agreement and Consent for Services- Minor

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of associate marriage and family therapists and associate professional clinical counselors. You may contact the board online at [www.bbs.ca.gov](http://www.bbs.ca.gov), or by calling (916)574-7830.

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Agreement and Consent for Services- Minor

**Acknowledgement**

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

\_\_\_\_\_  
Signature of Client (Regardless of Client’s age)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Responsible Party #1 (Please print)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Responsible Party #2 (Please print)

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

\_\_\_\_\_  
Date

I understand that I am financially responsible to Therapist for all charges.

\_\_\_\_\_  
Name of Responsible Party #1 (Please print)

\_\_\_\_\_  
Signature of Responsible Party (and relationship to Client)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Responsible Party #2 (Please print)

\_\_\_\_\_  
Signature of Responsible Party (and relationship to Client)

\_\_\_\_\_  
Date