



Agreement for Services / 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 Anna Stewart, LMFT, for the minor client(s) _____ and is intended to provide [name of parent(s)/legal guardian(s)] _____ with important information regarding the practices and procedures when working with Anna Stewart, LMFT (herein “psychotherapist”), and to clarify the terms of the professional therapeutic relationship between psychotherapist and client. Any questions or concerns regarding the contents of this agreement should be discussed with psychotherapist prior to signing it.

Policy Regarding Consent for the Treatment of a Minor Child

Psychotherapist 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, psychotherapist will require that representative submit supporting legal documentation, such as a custody order, prior to the commencement of services. The law does provide for any minor 12 years or older that understands therapy to receive services without parental consent.

Psychotherapist Background and Qualifications

Your psychotherapist identifies as a Licensed Marriage and Family Therapist (LMFT) who is registered with the California Board of Behavioral Sciences with License LMFT #84609.

Process of Therapy

Psychotherapists use a variety of techniques, invitations, and interventions including, dialogue, homework, expressive arts, imagery, along with other experiential modalities that invite clients to communicate, solve problems, and learn to maintain positive interactions by discovering the unproductive interactions that get them stuck and hopefully support connecting with oneself and then with others. We invite clients to go beyond just the story and join issues that arise in the moment, keeping the focus on self and taking responsibility for what they can change. Clients can at any time accept or refuse an invitation.

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 psychotherapist and client, and sometimes other family members, discuss a variety 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 the client may be experiencing.

Psychotherapy is a joint effort between client and psychotherapist. 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, school, and family settings, and increased self-



confidence.

Such benefits may also require substantial effort on the part of the client, as well as his/her caregivers and/or family members, 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. 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 psychotherapist will challenge the perceptions and assumptions of the client or other family members and offer different perspectives. The issues presented by client may result in unintended outcomes, including changes in personal relationships.

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 he/she has regarding his/her progress in therapy with psychotherapist.

Professional Consultation

Professional consultation is an important component of a healthy psychotherapy practice. Regular participation in clinical, ethical, and legal consultation with appropriate professionals is done on a regular basis. During such consultations, personally identifying information concerning clients will not be shared.

Records and Record Keeping

Psychotherapist may take notes during session and will also produce other notes and records regarding client's treatment. These notes constitute psychotherapist's clinical and business records, which by law psychotherapist is required to maintain. Such records are the sole property of psychotherapist. Psychotherapist will not alter his/her normal record keeping process at the request of any client or representative. Should client or representative request a copy of psychotherapist's records, such a request must be made in writing.

Psychotherapist reserves the right, under California law, to provide client, or representative, with a treatment summary in lieu of actual records. Psychotherapist 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 client. However, this right is subject to certain exceptions set forth in California law. Should representative request access to psychotherapist's records, such a request will be responded to in accordance with California law. Psychotherapist will maintain client's records, once therapy is terminated, for seven years after client turns 18 years old. Client's records will then be destroyed in a manner that preserves client's confidentiality.

Psychotherapist-Client Privilege

The information disclosed by a client, as well as any records created, is subject to the psychotherapist-



client privilege. The psychotherapist-client privilege results from the special relationship between psychotherapist and client in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. If a subpoena is received for records, deposition testimony, or testimony in a court of law, the clinician will assert the psychotherapist-client privilege on client's behalf until instructed, in writing, to do otherwise by client or client's representative. Client should be aware that the client might be waiving the psychotherapist-client privilege if the client makes their mental or emotional state an issue in a legal proceeding. Client should address any concerns the client might have regarding the psychotherapist-client privilege with their attorney. **NOTE: Children hold their own privilege and the psychotherapist will automatically assert privilege on their behalf.**

Client Litigation

Psychotherapist will not voluntarily participate in any litigation, or custody dispute in which client, or representative, and another individual, or entity, are parties. Psychotherapist 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. Psychotherapist will generally not provide records or testimony unless compelled to do so. Should the psychotherapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving client, representative agrees to reimburse psychotherapist for any time spent for preparation, travel, or other time in which psychotherapist has made him/herself available for such an appearance at psychotherapist's usual and customary hourly rate. In addition, psychotherapist will not make any recommendation as to custody or visitation regarding client. Psychotherapist will make efforts to be uninvolved in any custody dispute between client's parents.

Confidentiality

The information disclosed by a 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.

Email

Clients are welcome to leave email messages at any time by sending a message directly to their psychotherapist. If the email requires a response, psychotherapist will make every effort to respond promptly, but be advised that it may take up to 24 hours to respond. If client emails during the evening, on a weekend, or over a holiday, psychotherapist may be unable to respond until the next business day.

While client is welcome to send psychotherapist multiple messages, email communication is not meant to take the place of an office visit or psychotherapy session. If client requests that psychotherapist read and respond to every email message sent between sessions, psychotherapist may need to bill client for that time at the same hourly rate that was agreed upon for office visits.

In case of an emergency, DO NOT use email, but immediately call 911 for emergency response. After that please leave a phone message for your psychotherapist at (916) 612-4610, if you're able to do so.



Anna Stewart, MA, LMFT
Licensed Marriage & Family Therapist #84609
(916) 612-4610 • anna@aspencounselingca.com

Client should be aware that although psychotherapist takes every precaution to ensure the confidentiality of email messages, there is the possibility that email communications can be intercepted. Thus, client should consider carefully whether or not client would like to communicate via email.

Any email psychotherapist receives from client and any response psychotherapist sends to client (excluding appointment reminders or clarifications) will be kept in client's treatment record. Communication regarding the minor client will be shared via email with all caregivers who by law may receive information.

Insurance

Please inform psychotherapist if you wish to utilize health insurance to pay for services. If psychotherapist is a contracted provider for your insurance company, psychotherapist will discuss the procedure for billing your insurance. The amount of reimbursement and the amount of any co-payments or deductible depends on the requirements of your specific insurance plan. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions and often do not cover relational counseling (couples/marriage/family counseling). You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Your psychotherapist is happy to assist your efforts to seek insurance reimbursement, although she is unable to guarantee whether your insurance will provide payment for the services provided to you.

If you are using an Employment Assistance Program (EAP), the number of sessions is determined by your EAP. Your psychotherapist can discuss options for continuation of treatment, if desired, after your session allowance is reached. If for some reason you find that you are unable to continue paying for your therapy, you should inform your psychotherapist. Your psychotherapist will help you to consider any options that may be available to you at that time.

It may necessary for your psychotherapist to disclose certain information to your insurance company. This information may include, but is not limited to: dates of service, diagnoses, and recommendations for future care. Please discuss any questions or concerns regarding insurance and/or EAP with your psychotherapist.

_____ ***Please initial you understand you're responsible to understand your insurance coverage***

Fee, Fee Arrangements, and Good Faith Estimate

Along with typical fees, your psychotherapist can utilize a sliding scale. This is discussed before or during the first session.

The agreed upon fee between psychotherapist and client is \$_____. At an average attendance rate of one session per week, client is estimated to pay \$_____ per year (52 weeks). Client and psychotherapist may determine a higher or lower frequency of attendance as clinically appropriate and the estimated yearly fee would adjust accordingly. A full Good Faith Estimate is available upon request. Psychotherapist 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



Anna Stewart, MA, LMFT
Licensed Marriage & Family Therapist #84609
(916) 612-4610 • anna@aspencounselingca.com

are rendered. Cash and/or checks (made out to Aspen Counseling) and credit cards are accepted. In the event of a returned check, client is responsible for any bank charges occurred.

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

_____ ***Please initial here that you agree to the Fee/Fee Arrangements***

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 at least 24 hours' notice of cancellation. Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hour notice is required to re-schedule or cancel an appointment. Clients are requested to provide a credit card number that can be used for billing in the event of a late cancellation or no show. The full session fee will be charged to the credit card number provided for appointments missed without notice or canceled with less than 24 hour notice.

_____ ***Please initial here that you understand & agree to the Cancellation Policy***

Credit Card Authorizations

Payments: Sessions are payable via cash, check or credit card (Visa, MasterCard, American Express, or Discover). Clients are expected to pay their session fee at the start of each session. Telephone conversations, site visits, report writing and reading, consultation with other professionals, releases of information, reading records, longer sessions, travel time, etc. will be charged at the same rate unless otherwise indicated and agreed upon. Credit card information will be kept private other than by electronic means for billing.

_____ ***Please initial here that you understand & agree to the Credit Card Authorizations***

Psychotherapist Availability

The office is equipped with a confidential voice mail system that allows a client to leave a message at any time. Psychotherapist 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. This psychotherapist does not provide 24-hour crisis service. In the event that client is feeling unsafe or requires immediate medical or psychiatric assistance, the client should call 911, or go to the nearest emergency room.

Termination of Therapy

Psychotherapist reserves the right to terminate therapy at 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



Anna Stewart, MA, LMFT
Licensed Marriage & Family Therapist #84609
(916) 612-4610 • anna@aspencounselingca.com

psychotherapist's scope of competence or practice, or client is not making adequate progress in therapy. Client has the right to terminate therapy at client's discretion. Upon either party's decision to terminate therapy, psychotherapist 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. We will attempt to ensure a smooth transition to another psychotherapist by offering referrals to client.

Notice to Clients

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

Acknowledgment

By signing below, client acknowledges that client has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with psychotherapist and has had any questions with regard to its terms and conditions answered to client's satisfaction. Client agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with psychotherapist. Moreover, client agrees to hold psychotherapist 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 acknowledges having received a copy of the Privacy Policy.***

_____ ***Please initial acknowledging you have received a copy of the Privacy Policy.***

Minor Client Name (Please Print)

Signature of Minor Client (if client is 12 years old or older)

Date

Representative Name (Parent, Guardian, etc.; Please Print)

Signature of Representative

Relationship to Client

Date

Representative Name (Parent, Guardian, etc.; Please Print)

Signature of Representative

Relationship to Client

Date