

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

This Agreement has been created for the purpose of outlining the terms and conditions of services to be provided by Catherine Leake, Ph.D. (CA Lic. PSY 18017) for the minor child \_\_\_\_\_ (herein "Patient") and is intended to provide [name of parent(s)/legal guardian(s)] \_\_\_\_\_ (herein "Representative(s)") with important information regarding the practices, policies and procedures of Catherine Leake, Ph.D. (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 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.

### **Information About Your Therapist/This Practice**

At an appropriate time, your therapist will discuss his/her professional background with you and provide you with information regarding his/her experience, education, special interests, and professional orientation. You are free to ask questions at any time about your therapist's background, experience and professional orientation. The name of this practice is Catherine Leake, Ph.D. (CA Lic. 18017).

### **Therapist Communications**

Your therapist may need to communicate with you by telephone, mail, or other means. Please note that communicating confidential information via e-mail or text message may not be secure and your confidentiality may be breached. Threats to your confidentiality include, but are not limited to: 1) the transmission may be intercepted; 2) the transmission may be sent to the wrong recipient; and 3) the e-mail or text message may be accessed by an unauthorized person. Due to the potential risk, I ask that e-mail or text communication be limited to canceling or changing appointments. E-mails

and/or text messages are not optimal forms of communication for emergencies or crises because the brief, abridged messages may be misconstrued, which can negatively impact the therapeutic relationship or produce potential harm to the client. Sensitive and/or clinical information is to be discussed over the phone or in-person as deemed appropriate by the therapist.

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

A minor patient 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 and Patient, and sometimes other family members, discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change so the 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 the Patient may be experiencing. Psychotherapy is a joint effort between the Patient 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 Patient, 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 Patient, 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 the Therapist will challenge the perceptions and assumptions of the Patient or other family members, and offer different perspectives. The issues presented by the 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.

## **Records and Record Keeping**

The Therapist may take notes during session, and will also produce other notes and records regarding Patient'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 Therapist. The therapist will not alter his/her normal record keeping process at the request of any patient or representative. Should the Patient or 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 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. A 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 the Representative request access to Therapist's records, such a request will be responded to in accordance with California law. The Therapist will maintain Patient's records for ten years following termination of therapy, or when Patient is 21 years of age, whichever is longer. However, after ten years, the Patient's records will be destroyed in a manner that preserves the Patient's confidentiality.

## **Confidentiality**

The information disclosed by the Patient is generally confidential and will not be released to any third party without written authorization from the Patient, 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 patient 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 Patient. Psychotherapy can only be effective if there is a trusting and confidential relationship between Therapist and Patient. Although the 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 the Therapist and Patient. 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 Patient, including suicidality.

### **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.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which the Patient, or Representative, and another individual, or entity, are parties. The 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. 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 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's usual and customary hourly rate. In addition, the Therapist will not make any recommendation as to custody or visitation regarding Patient. The 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 the Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, the Therapist will assert the psychotherapist-patient privilege on the 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. The Representative is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney.

The 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 a legal proceeding. The Patient, or Representative, should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

### **Fee and Fee Arrangements**

Please consult with the Therapist for the current fee per 45- minute session. Sessions longer than 50-minutes are charged for the additional time pro rata. Therapist reserves the right to periodically adjust this fee. Representative will be notified of any fee adjustment in advance.

From time-to-time, Therapist may engage in telephone contact with the Patient or Representative 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 request of the Patient or Representative and with the advance written authorization of the Patient or Representative. The Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

The Representative is expected to pay for services at the time services are rendered. The Therapist accepts cash or checks. If for some reason you find that you are unable to continue paying for your therapy, you should inform your therapist. Your therapist will help you to consider any options that may be available to you at that time.

### **Insurance**

Please inform your therapist if you wish to utilize health insurance to pay for services. The amount of reimbursement depends on the requirements of your specific insurance plan. You should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. You should also be aware that you are responsible for verifying and understanding the limits of your insurance coverage. Although your therapist/provider is happy to assist your efforts to seek insurance reimbursement, we are unable to guarantee whether your insurance will provide payment for the services provided to you. Please discuss any questions or concerns that you may have about this with your therapist.

### **Cancellation Policy**

Representative is responsible for payment of the agreed upon fee for any missed session(s). Representative is also responsible for payment of the agreed upon fee for any session(s) for which Representative failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail or texted. Please understand that your insurance company will not pay for missed or cancelled sessions.

### **Therapist Availability**

Therapist's office is equipped with a confidential voice mail system that allows Patient 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 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.

You should also be aware of the following resources that are available in the local community to assist individuals who are in crisis:

-Crisis Hotline: 1(800)273-TALK (8255)

-[www.suicidepreventionlifeline.org](http://www.suicidepreventionlifeline.org)

- <http://www.didihirsch.org/spc> or 1(800)854-7771

-Domestic Violence Help: 1(800)978-3600

-[http://www.lapdonline.org/get\\_informed/content\\_basic\\_view/23671](http://www.lapdonline.org/get_informed/content_basic_view/23671) or 1(800)799-SAFE (7233)

-<http://www.cpedv.org/domestic-violence-organizations-california>;

-Hospital: Torrance Memorial (310) 784-3740 or Providence Little Company of Mary (310)540-7676

### **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, 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.

**Acknowledgement**

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 damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

Patient Name (please print): \_\_\_\_\_

Signature of Patient (if Patient is 12 or older): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Representative (and relationship to Patient): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Representative (and relationship to Patient): \_\_\_\_\_

Date: \_\_\_\_\_

**I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.**

Name of Responsible Party (Please print):

\_\_\_\_\_

Signature of Responsible Party (and relationship to Patient):

\_\_\_\_\_

Date: \_\_\_\_\_