

# Informed Consent to Outpatient Psychotherapy Parental Consent for Minor

Welcome to Elevate Therapy. This document contains important information about my professional service and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our first meeting. When you sign this document, it will represent an agreement between us.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and the client, as well as the particular issues you bring forward. There are many different methods I may use to work through the concerns you hope to address. Psychology is not like a medical doctor visit. It is a process that calls for a very active effort on your part; we engage in a partnership to help you meet your therapeutic goals. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

#### **Risks and Benefits**

Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who invest their time and effort to work through the initial discomfort. Therapy often leads to better relationships, solutions to specific problems and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs through the collection of a personal history, events leading to the current issues that bring you to therapy and clarifying your goals for the therapeutic process. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow.

You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, finances and energy so you will want to feel comfortable and confident about the therapist you select. As we move forward, if you have questions or concerns about our work we should discuss them whenever they arise. If you have doubts or concerns that persist, I will be happy to assist you in seeking a 2<sup>nd</sup> opinion form a mental health professional.

Phone: 858.987.8055 | Email: DrWendt@ElevateTherapy.net | Web: www.elevatetherapy.net Elevate Therapy | 11440 West Bernardo Ct., Ste. 256 | San Diego, CA 92127



#### **APPOINTMENTS**

Sessions are typically 50-55 minutes long; they begin on the hour and end at the designated time. In special circumstances sessions may last longer and the session fee will be adjusted accordingly based on the full session fee. Beginning a session on time is important to our work; the expectation is that you will arrive on the hour and that I will be ready for us to begin. It is understandable that there may be times when an extenuating circumstance may arise that leads us to begin late; please note, however, that due to clients scheduled after you we will need to end at the designated time to accommodate their appointment.

# **Cancellation/Missed Sessions**

Your appointment is reserved exclusively for you. If you miss an appointment or cancel at the last minute I am unable to assist another client. I request 24 hour notice of a needed cancellation for an appointment; if the cancellation is requested with less than 24 hour notice you are subject to a late cancellation fee of the equivalent of the fee that would have been assessed for our time together.

Appointments are considered "missed" at 15 minutes past the hour, and will also be subject to the late cancellation fee.

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## **PROFESSIONAL FEES**

My session fee is \$180.00; this fee rate may be adjusted at my discretion with a notice of 30 days. In addition to weekly appointments, you may request other professional services that will be completed outside our regular session; these will be assessed at a prorated amount of the full session fee in place at that time. Examples of other services include report writing, consultations lasting longer than 10 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries.

<u>Please note</u> : In most circumstances these other professional services are not billable to your in	isurance;
it is your responsibility to inquire/verify with your insurance if you believe they are covered.	
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## **BILLING AND PAYMENTS**

You will be expected to pay for each session on the day of service; payments include full fee if you are a Fee For Service client, or your insurance co-pay/deductible as determined by your insurance plan. Payment is accepted with check, cash, credit/debit card, or a health savings card; in most instances, your payment will be accepted during your appointment time. Should you chose to pay by check and the check is determined to have "insufficient funds" you will be assessed a \$50 fee and requested to submit payment upon notice. Additionally, should a credit/debit card payment be "declined" you will be asked to provide an additional form of payment at the time of service.

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## **Past Due Accounts**

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court; if such legal action is necessary its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due

#### **INSURANCE REIMBURSEMENT**

In order for us to set realistic goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have health insurance, it will usually provide some coverage for mental health treatment. It is important that you provide me with your full insurance information so that I can verify your benefits. I will submit insurance claims on your behalf, and if needed I will "troubleshoot" any questions that may surface. Most issues with insurance are easily resolved, however, in the event that insurance denies payment for the claim, you will be responsible for the session at the Fee For Service rate in place at that time.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If necessary, I am willing to call the insurance company on your behalf to obtain clarification.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Sometimes I have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. **You understand that, by using your insurance, you authorize me to release such information to your insurance company.** I will try to keep that information limited to the minimum necessary.



Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by the insurance contract].

It is your responsibility to provide us with information regarding any changes in your insurance coverage such as annual renewal, expiration of coverage or changes in insurance company.

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#### **CONTACTING ME**

I can typically be reached during business hours by calling 858-987-8055; please note that I am often with other clients and not immediately available by telephone. When I am unavailable my telephone is answered by a confidential voicemail. I will make every effort to return your call within 24-48 hours, with the exception of weekends and holidays. *If you are unable to reach me in an emergency situation contact the Access & Crisis Line at (888) 724-7240 or call 9-1-1.* 

#### **Email communication**

I use email communication only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges with my office should be limited to things like setting and changing appointments, billing matters and other related issues. Please do not email me about clinical matters, because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy session. The most secure option is the email feature on the The Therapy Appointment scheduling system for this office. Overall, telephone or face-to-face context simply is much more secure as a mode of communication.

# **Text messaging**

Text messaging is a very unsecure and impersonal mode of communication; therefore, I do not send or respond to text messages. Please note, 858-987-8055 does not have texting capability.

# Social media

I do not communicate with my current or former clients through social media platforms like Twitter and Facebook. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

I participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with clients online have a high potential to compromise the professional relationship.



In addition, please do not try to contact me in this way, as I will not respond in an effort to preserv	e our
professional relationship and growth toward your therapeutic goals.	

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## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to information requests. This office uses the Electronic Medical Record system known as Therapy Appointment.

## **CONCLUSION OF THERAPY**

There are many different levels of care a psychologist can provide and each therapist is expected to provide services within their "scope of expertise". In some instances, I will recommend a specialist for you that can more effectively meet your needs and help you reach specific goals. If there is a need for a referral of this type I will work with you to assist in the transition with a new therapist; ultimately, my goal is for you to receive the quality of care that best meets your needs.

Therapy itself is a process, there is a beginning, middle [working phase], and end; the length of time in moving through this process depends on the client's needs and fulfillment of their goals. I will work with you on managing this process and, when the time comes, to help you develop a transition plan to ending our therapeutic relationship. It is not uncommon for former clients to return to therapy at some point in the future; although our present work may end, I will be here should you need assistance at any time in the future.

# **MINORS**

## Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify me immediately. I will ask you to provide me with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.



If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that I am meeting with your child. I believe it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides that therapy should end, I will honor that decision, unless there are extraordinary circumstances. However, in most cases, I will ask that you allow me the option of having a few closing sessions with your child to appropriately end the treatment relationship.

# **Individual Parent/Guardian Communications with Me**

In the course of my treatment of your child, I may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, my patient is your child – not the parents/guardians nor any siblings or other family members of the child.

If I meet with you or other family members in the course of your child's treatment, I will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

# **Mandatory Disclosures of Treatment Information**

In some situations, I am required by law or by the guidelines of my profession to disclose information, whether or not I have your or your child's permission. I have listed some of these situations below.

# Confidentiality cannot be maintained when:

- Child patients tell me they plan to cause serious harm or death to themselves, and I believe they have the intent and ability to carry out this threat in the very near future. I must take steps to inform a parent or guardian or others of what the child has told me and how serious I believe this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell me they plan to cause serious harm or death to someone else, and I believe they have the intent and ability to carry out this threat in the very near future. In this situation, I must inform a parent or guardian or others, and I may be required to inform the person who is the target of the threatened harm and the police.



- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
- Child patients tell me, or I otherwise learn that, it appears that a child is being neglected or abused--physically, sexually or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, I am required by law to report the alleged abuse to the appropriate state child-protective agency.
- I am obligated by law to report to the appropriate authorities any instance when material has been accessed, streamed, or downloaded in which a child is engaged in an obscene sexual act. I must report electronic images of children that depict obscene sexual conduct.
- I am ordered by a court to disclose information.
- Disclosure of confidential information may be required by your health insurance carrier to
  process claims and to conduct case management efforts. I will make an effort to protect your
  information and only provide what is necessary. Please note that once I have provided this
  information, I no longer have control or knowledge over what insurance companies do with the
  information or who has access to your information.
- I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Ordinarily, I will not tell you about these consultations unless I believe that it is important to our work together.
- In the unexpected event that I am unable to continue your current treatment, I will provide an authorized colleague access to my files and client contact information. As a psychologist this colleague will be bound by confidentiality and communicate with you as needed.

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## **Disclosure of Minor's Treatment Information to Parents**

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm.



However, if your child's risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether your child is in serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you.

*Example*: If your child tells me that he/she has tried alcohol at a few parties, I would keep this information confidential. If you child tells me that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, I would not keep this information confidential from you. If your child tells me, or if I believe based on things I learn about your child, that your child is addicted to drugs or alcohol, I would not keep that information confidential.

You can always ask me questions about the types of information I would disclose. You can ask in the form of "hypothetical situations," such as: "If a child told you that he or she were doing \_\_\_\_\_\_, would you tell the parents?"

Even when we have agreed to keep your child's treatment information confidential from you, I may believe that it is important for you to know about a particular situation that is going on in your child's life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so.

Also, when meeting with you, I may sometimes describe your child's problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

#### Disclosure of Minor's Treatment Records to Parents

Although the laws of California may give parents the right to see any written records I keep about your child's treatment, by signing this agreement, you are agreeing that your child or teen should have a "zone of privacy" in their meetings with me, and you agree not to request access to your child's written treatment records.

Parent/Guardian Agreement Not to Use Minor's Therapy Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child's parents, my role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.



Please note that your agreement may not prevent a judge from requiring my testimony, even though I will not do so unless legally compelled. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed, if appropriate releases are signed or a court order is provided, but I will not make any recommendation about the final decision(s). Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me at the rate of \$300 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs. Your signature below indicates that you have read and agreed to the information presented in the Informed Consent for Outpatient Psychotherapy. Child/Adolescent Patient: By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask me at any time. Minor's Signature\* \_\_\_\_\_ Date \* Minors age 14yr and older Parent/Guardian of Minor Patient: Please initial after each line and sign below, indicating your agreement to respect your child's privacy: I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed. \_\_\_\_\_[Int] \_\_\_\_\_[Int] Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child's/adolescent's \_\_\_\_\_[Int] \_\_\_\_\_[Int] treatment. I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above. \_\_\_\_\_ [Int] \_\_\_\_\_ [Int]

Parent/Guardian Signature \_\_\_\_\_\_ Date\_\_\_\_\_

Parent/Guardian Signature Date