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## AGREEMENT FOR SERVICE / 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 \_\_\_\_\_ (herein “Therapist”) for the

minor child \_\_\_\_\_ (herein “Patient”)

name of parent(s)/legal guardian(s):

\_\_\_\_\_  
\_\_\_\_\_

(herein “The parent(s)”)

with important information regarding the practices, policies and procedures of the 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 requires that **all** parents and/or legal guardians must give consent *before* treatment begins. If the biological or legally adopted parents are currently separated or divorced, both parents would be required to sign a Consent Form *before* the child can be treated. If any question exists regarding the authority of the parents to give consent for psychotherapy, Therapist will require that the parents submit supporting legal documentation, such as a custody order, prior to the commencement of services.

## **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 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 the 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 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. The Patient should address any concerns he/she has regarding his/her progress in therapy with Therapist.

### **Professional Consultation**

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

### **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 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 parents understand that it is usually best not to ask for specific information about what was said in therapy sessions because this might break the trust between the child and the psychotherapist, especially for children over the age of 12. The parents 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 a confidential relationship between the Therapist and Patient. Although parents 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, parents 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.

### **Patient Litigation**

Therapist will not voluntarily participate in any litigation, or custody dispute in which the Patient, or the parents, and another individual, or entity, are parties. Therapist has a policy of not communicating with the parent's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient's, or the parent's, legal matter.

The parents agree that in the event custody of, or visitation with, the Patient is contested in a legal proceeding, each of the parents and their attorneys **will not** require the Therapist to testify at any of the proceedings. Therapist involvement in a legal proceeding would hurt the Patient's

treatment, because the Therapist's role is a therapeutic and not evaluative one, and because other forensic professionals would be better able and more appropriate to conduct any necessary evaluation. Because of these limitations, the Therapist also will not be able to give any opinion regarding custody, visitation or any other legal issue.

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 the Patient, the parents agree to reimburse the 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.

### **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 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, 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. The parents are encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney.

Patient, or the parents, 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. Patient, or the parents, should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

### **Fee and Fee Arrangements**

The agreed upon fee between Therapist and the parents is \_\_\_\_\_. Therapist reserves the right to periodically adjust fee. The parents will be notified of any fee adjustment in advance.

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

The parents are expected to pay for services at the time services are rendered. Therapist accepts cash, checks, and major credit cards, all payments are made payable to Rancho Cucamonga Therapist.

### **Cancellation Policy**

The parents are responsible for payment of the agreed upon fee for any missed session(s). The parents are also responsible for payment of the agreed upon fee for any session(s) for which the parents failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at 951-218-0951.

### **Therapist Availability**

Therapist's office is equipped with a confidential voice mail system that allows Patient or the parents 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 the parents should call 911, or go to the nearest emergency room.

### **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 the parents have 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 the parents.

### **Acknowledgement**

The Therapist has explained to the parents that Patient with two parents has the best chance to benefit from therapy if both parents are involved and cooperate with each other and the Therapist. If both of a Patient's parents are consenting to therapy:

- Each of us agrees that he or she will not end the Patient's therapy without the agreement of the other parent, and that if we disagree about the Patient's continuing in therapy, we will try to come to an agreement, by counseling if necessary, before ending the Patient's therapy.
  
- We each agree to cooperate with the treatment plan of the Therapist for the Patient and understand that without cooperation, the Therapist may not be able to act in the Patient's best interests and may have to end therapy.

By signing below, the parents acknowledge that they have reviewed and fully understands the terms and conditions of this Agreement. The parents have discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to the parent's satisfaction. The parents agree to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. The parents are indicating that they give consent to the Therapist's treatment of the Patient, and that they have the proper legal status to give consent to therapy for the Patient.

Moreover, the parents agree 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 parent (and relationship to Patient)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent (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

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

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

\_\_\_\_\_  
Date