

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 Devora Weinapple for the minor child(ren) _____ (herein "Client") 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 [insert therapist's name] (herein "Therapist"), and 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 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.

Therapist Background and Qualifications

I have been practicing as a psychotherapist for ten years: as an MFT intern since 2008, and licensed MFT since 2014. I have worked mostly with children, teens, and families at a Santa Clara County behavioral health clinic. Many of my clients have suffered trauma, and the anxiety, depression, and other disorders that can stem from trauma. I am also a Board Certified Art Therapist (ATR-BC) with the Art Therapy Credentials Board (ATCB).

My theoretical orientations include Family Systems, Dialectical Behavior Therapy (DBT), Acceptance and Commitment Therapy (ACT), Mindfulness-Based Art Therapy (MBAT), and specifically, Neurodevelopmental Art Therapy (NDAT).

Art therapy practice is congruent with the neurobiology of trauma. It is now accepted in neuroscientific and lay circles that the body-based results of trauma are stored in the right hemisphere of the brain (Siegel, van der Kolk). Art therapy, along with the other right brain-activating creative arts therapies (music, dance/movement, drama, drumming, poetry therapy), along with play therapy and sandtray therapy, utilize the brain's integrative capacity. Activation of the right hemisphere offers access to the stored physical and emotional traumatic memories, internal sensations, feelings, and thoughts that can then be expressed in visual form. Initially, kinesthetic and sensory experiences activate the right hemisphere of the brain, which are then followed by the limbic system, and cognitive and prefrontal structures.

The Neurodevelopmental Art Therapy (NDAT) model for the treatment of developmental and relational trauma includes interpersonal neurobiology and attachment theory. An art therapist using the NDAT model can revisit earlier critical periods of right brain development in order to repair early sensory motor delays and attachment deficits. Spontaneous right brain dynamics are played out within the container of the therapeutic alliance. The emotional right brain is dominant in all forms of psychotherapy, but this is especially true in child psychotherapy that is centered in the creation and perception of right lateralized visual-emotional self-images. The NDAT model underscores the importance of not only interactively regulating the client's traumatic arousal, but also provides an opportunity for the child to newly experience sensory motor experiences that were lacking in early development. The therapeutic alliance between therapist and client can promote a right-brain mind-body attachment system that was not fully developed in the early relationship with the primary caregiver. As NDAT focuses on the affective power of images in treatment, it not only reduces trauma symptoms, but also allows for an expansion of previously blocked right brain social-emotional development.

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 and 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, school, and family settings, and increased self-confidence. Such benefits may also require substantial effort on the part of 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 Therapist 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 Therapist.

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 Client or Client's family members or caregivers.

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 or representative. Should Client or Representative 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, 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. 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 Therapist's records, such a request will be responded to in accordance with California law. Therapist will maintain Client's records for ten years following termination of therapy, or when Client is 21 years of age, whichever is longer. However, after ten years, Client's records will be destroyed in a manner that preserves Client's confidentiality.

Confidentiality

The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

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 **\$155**. 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.

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, 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.

Consent with Divorced Parents

Therapist makes an effort to communicate equally with both parents regarding minor client's treatment. Therapist requests copy of custody order prior to commencement of treatment, and makes effort to seek consent of both parents, even if the custody order doesn't require it. In most cases, even if the consent of only one parent is required, it is clinically appropriate for Therapist to obtain the consent of both parents. This helps to ensure that Therapist does not inadvertently alienate a parent by failing to seek the consent of that parent prior to the commencement of treatment. This alienation can lead to mistrust of Therapist, which can undermine the treatment of minor client.

Fee and Fee Arrangements

The usual and customary fee for service is **\$185** for 90-minute intake / assessment session, and **\$170** per 50-minute individual session. Collateral sessions are **\$140** per 50-minute session. Family and couple sessions are **\$185** per 50-minute session. Family and couple sessions are **\$230** per 90-minute session. Therapist reserves the right to periodically adjust this fee. Representative will be notified of any fee adjustment in advance. In addition, this fee may be adjusted by contract with insurance companies, HMOs, managed care organizations, or other third-party payers, or by agreement with Therapist.

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

Insurance

Clients are responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payer. Clients are responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles.

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

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 at 650-485-3019.

Therapist Availability

Therapist's office is equipped with a confidential voice mail system that allows Client 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 Client is feeling unsafe or requires immediate medical or psychiatric assistance, Client or Representative should call 911, go to the nearest emergency room, or call Youth Crisis Line at 800-843-5200. Alternatively, text START to 741-741 on <http://www.crisistextline.org/>.

Dual Relationships

Boundary violations in therapy are very different from boundary crossings. While boundary violations by therapists are harmful to their clients, boundary crossings are not, and can prove to be extremely helpful. Harmful boundary violations occur typically when therapists and clients are engaged in exploitative dual relationships, such as sexual contacts with current clients. Exploitative business relationships also constitute boundary violations. Boundary crossings can be an integral part of well-formulated treatment plans or evidence-based treatment plans. Examples include flying in an airplane with a client who suffers from a fear of flying, having lunch with an anorexic client, making a home visit to a bed-ridden elderly client, going for a vigorous walk with a depressed client, or accompanying a client to a dreaded but medically essential doctor's appointment to which he or she would not go on their own. Potentially helpful boundary crossings also include going on a hike, giving a non-sexual hug, sending cards, exchanging appropriate (not too expensive) gifts, or lending a book. Boundary crossings are not unethical. Boundary violations are.

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 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 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 or Representative. *Should Client fail to schedule an appointment for three consecutive sessions, unless other arrangements have been made in advance, for legal and ethical reasons, Therapist must consider professional relationship discontinued.*

Acknowledgement and Consent to Psychotherapy

By signing below, Client acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Client has discussed such terms and conditions with Therapist, 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 Therapist. Moreover, Client 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.

By: _____ Date: _____
CLIENT SIGNATURE (18 or older)

By: _____ Date: _____
PARENT / LEGAL GUARDIAN / CONSERVATOR SIGNATURE

Provider: _____ Credentials: _____ Date: _____