

CURT WIDHALM & ASSOCIATES

COUNSELING AND THERAPY

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 Curt Widhalm, MA, MS, Licensed Marriage and Family Therapist, MFT 47333 (operating under the business name CANDDI) for the minor child(ren) _____ (herein "Patient(s)") 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 Curt Widhalm (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 the 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 both parents are not in agreement about treatment, it may diminish the effectiveness of such treatment. It is your responsibility to notify the other parent that you are initiating psychotherapy/counseling within a reasonable amount of time. You may, additionally, be asked to provide supporting legal documentation, such as a custody order, prior to 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, sometimes other family members, discuss a myriad of issues, events, experiences, and memories for the purpose of creating positive change so 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 Patient may be experiencing. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending on 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 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

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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 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 may be easy and swift at times, but may also be slow and frustrating. Patient/Representative should address any concerns he/she has regarding progress 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 Patient or Patient's family or caregivers.

Records and Record Keeping

Therapist may take notes during session, and will also produce other notes and records regarding Patient'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 patient or representative. Should Patient 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 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. 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 Representative request access to Therapist's records, such a request will be responded to in accordance with California law. Therapist will maintain Patient's records for seven years following termination of therapy, or when Patient is 25 years of age, whichever is longer. However, after seven years, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Confidentiality

The information disclosed by Patient is generally confidential and will not be released to any third party without written authorization from Patient, or Representative, except where 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.

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Representative should be aware that Therapist is not a conduit of information from Patient. Psychotherapy can only be effective if there is a trusting and confidential relationship between Therapist and Patient. Although 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 Therapist and Patient. However, Representative can expect to be informed in the event of any serious concerns 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 Patient 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 Patient'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 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 of \$225.00. Should Therapist be required for appearance, a minimum of 4 hours will be set aside for the appearance whether or not Therapist is called to testify in addition to preparation and travel time. In addition, Therapist will not make any recommendations as to custody or visitation regarding Patient. 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 an records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship formed 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 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 hold 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. Representative is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney.

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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.

Social Media Policy

Clients are free to follow and like any of my social media profiles that are publicly available, but are under no obligation to do so. I will NEVER interact with your social media in any way that indicates that you are a client. Any social media requests that require a two-way approval process (for example, Facebook friends, requests to follow private accounts, etc.) will be ignored. Therapist's role is to provide confidentiality of client's choice to pursue psychotherapy, and this is a way to help you pursue those services in a publicly anonymous way.

Online Reviews

Clients are free to write online reviews of their experience with therapist, but do so at the risk of breaking their own confidentiality. Therapist will never respond directly to client reviews to preserve client confidentiality. If you are ever unhappy with therapist services, I do encourage you to directly approach those concerns with me prior to posting any reviews so that I can best work with you to address your concerns.

Client Substance Use Policies

If clients attend sessions under the influence of drugs and/or alcohol, therapist reserves the right to terminate the session at the cost of the full session. Psychotherapy is best conducted when clients are not limited in their abilities to address their emotions and logic. Repeated violations of this policy are grounds for termination of the therapeutic relationship.

Fee and Fee Arrangements

The usual and customary fee for service is \$225.00 per 50-minute session. Sessions longer than 50-minutes are charged for the additional time pro rata. The first session may be extended at half price at the discretion of the therapist. Therapist reserves the right to periodically adjust this fee.

Representative will be notified of any fee adjust in advance from time-to-time, Therapist may engage in telephone contact with Patient 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 Patient 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 unless otherwise arranged with Therapist.

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Insurance

Therapist is considered “Out of Network” for PPO plans and will assist you in billing your insurance for reimbursement, generally referred to as a Superbill.

Cancellation Policy

Representative is responsible for payment of the agreed upon fee for any missed sessions.

Representative is also responsible for payment of the agreed upon fee for any sessions 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 (818) 826-3557.

Therapist Availability

Therapist’s voice mail is confidential and Patient or Representative may leave a message at any time at 818-826-3557. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee that 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. Although Therapist accepts text messages from clients, this is only to schedule appointments or phone calls and is not a replacement for phone calls for any other reason. Therapist will not respond to any text messages that are not within the context of scheduling appointments or phone calls unless prior arrangements have been made

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 the Therapist’s scope of practice or competence, 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 one or 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 when appropriate.

Acknowledgement

By signing below, Representative acknowledges that he/she has reviewed and fully understands the

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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 Representatives satisfaction. Representative agrees to abide by the terms and conditions of this agreement and consent to participate in psychotherapy with Therapist. Moreover, Representative agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from injury or complications whatsoever, save negligence, that may result from such treatment.

Patient Name

Signature of Patient (if 12 or older)

Signature of Representative and Relationship

Date

Signature of Representative and Relationship

Dat

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