



Brian K. Oltman, PsyD, LMFT

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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 Brian K. Oltman for the minor child: _____

_____ (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 Brian K. Oltman (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

Therapist has been practicing as a licensed marriage and family therapist (LMFT) in CA since May, 2005 working individuals, couples and families. My theoretical orientation can be described as an Integrative Approach of Solutions Focused, Client Centered and Cognitive Behavioral modalities.

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(s), and sometimes other family members, process a variety of issues, events, experiences and memories are discussed for the purpose of creating positive change so the 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 the Client may be experiencing. Psychotherapy is a joint effort between the Client and the Therapist. Progress and success may vary depending upon the problems or issues being addressed, as well as many other factors.

Participating in therapy may result in a number of benefits to the 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, work, and family settings; increased capacity for intimacy, and increased self-confidence. Such benefits may also require substantial effort on the part of the Client, 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 the benefits listed above and will usually take more than a few sessions of hard work to notice any sort of change. Because therapy is a process which takes time and commitment, each person involved in the counseling process is asked to regularly attend the scheduled counseling sessions to show the intention of making a difference in his/her life through self-awareness, insight, effort and dedication.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events,

feelings and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times in which the Therapist will challenge the Client's perceptions and assumptions and offer different perspectives. The issues presented by the Client may result in unintended outcomes, including changes in personal relationships. The Client should be aware that any decision on the status of his/her personal relationship is the responsibility of the Client.

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. The Client should address any concerns he/she has regarding his/her progress in therapy with the 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 10 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 information disclosed by Client is generally confidential and will not be released to any third party without written authorization from Client, 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 Client makes a serious threat of violence towards a reasonably identifiable victim, or when a Client is dangerous to him/herself or the person or property of another.

Representative should be aware that Therapist is not a conduit of information from Client. Psychotherapy can only be effective if there is a trusting a confidential relationship between Therapist and Client. Although Representative can expect to be kept up to date as to Client's progress in therapy, he/she will typically not be privy to detailed discussions between Therapist and Client. However, Representative can expect to be informed in the event of any serious concerns Therapist might have regarding the safety or well-being of Client, including suicidality.

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 \$125.00 per hour. 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.

Fee and Fee Arrangements

The usual and customary fee for service is \$150.00 per 50-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. In addition, this fee may be adjusted by contract with insurance companies, HMOs, managed care organizations, or other third-party payors, or by agreement with Therapist.

The agreed upon fee between Therapist and Representative is \$150.00 or other agreed upon fee _____ . Therapist reserves the right to periodically adjust fee. Representative will be notified of any fee adjustment in advance.

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; \$30.00 Returned check fee for all returned checks

Insurance: If you have insurance, please realize that YOU are responsible for CONTACTING your INSURANCE COMPANY to determine your benefits. If the Therapist is not a contracted provider with your insurance company or managed care organization, the Therapist will provide the Client with a statement which the Client can submit to the third-party of his/her choice to seek reimbursement of fees already paid. The full payment of the fee for services provided will be paid at each session. The Client IS RESPONSIBLE for payment of any and all fees NOT reimbursed by his/her insurance company, managed care organization, or any other third-party payer. The Client is responsible for verifying and understanding the limits of his/her coverage, as well as his/her co-payments and deductibles.

Cancellations: The Client is responsible for payment of the agreed upon fee for any missed session(s). The Client is also responsible for payment of the agreed upon fee for any session(s) for which the Client failed to give the Therapist at least **24 hours** notice of cancellation. Please call **(email or text cancellations ARE NOT accepted)** at least **24 hours** before your appointment if you need to cancel. Please call **619.804.2914** to cancel or leave other messages. Your Therapist will wait **15 minutes** for you if you are late for an appointment.

Therapist Availability: The Therapist has a confidential voice mail that allows the Client to leave messages at any time. The Therapist will make every effort to return calls with 24 hours (or by the next business day) but cannot guarantee the calls will be returned immediately. The Therapist is unable to provide 24-hour crisis service. If the Client is feeling unsafe or requires immediate medical or psychiatric assistance, he/she 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, 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.

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 regarding 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.

Client Name (please print)

Signature of Client (if Client is 12 or older)

Date

Signature of Representative (and relationship to Client)

Date

Signature of Representative (and relationship to Client)

Date

Name of Responsible Party (Please print)

Signature of Responsible Party (and relationship to Client)

Date

Name of Responsible Party (Please print)

Signature of Responsible Party (and relationship to Client)

Date