

Michelle K. Kennedy  
Licensed Marriage and Family Therapist, License # 48486  
Certified Parent-Child Interaction Therapy  
650.260.7500

## **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 Michelle Kathleen Kennedy, LMFT for the minor child:

\_\_\_\_\_ (herein "Patient") and is intended to provide Parents(s)/legal guardian(s):

\_\_\_\_\_ (herein "Parent/Caregiver(s)") with important information regarding the practices, polices and procedures of Michelle Kathleen Kennedy, LMFT (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 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 Parent/Caregiver to give consent for psychotherapy, Therapist will require that Parent/Caregiver submit supporting legal documentation, such as a custody order, prior to the commencement of services.

### **Information About This Practice**

The name of this practice Michelle Kennedy, Licensed Marriage and Family Therapist, License Number 48486. Therapist has been practicing as a licensed marriage and family therapist (LMFT) since May 2010. Therapist is certified in Parent-Child Interaction Therapy. Therapist was certified in Parent-Child Interaction Therapy in 2007 by UC Davis Medical Center. Therapist has a Certificate in Positive Psychology. In accordance with the California Department of Justice, Therapist has been fingerprinted. Therapist's theoretical orientation can be described as a Cognitive Behavioral Therapist. Therapist has worked with children, adolescents, adults, families, couples, and groups. Therapist conducts assessments, diagnoses, provides psychotherapy, and provides linkage for clients to community organizations and service agencies, as necessary. I do not provide custody evaluation recommendation nor medication or prescription recommendation nor legal advice; these activities are beyond my scope of practice and scope of competence.

### **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 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 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 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 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 and change may be easy and swift at times, but may also be slow and frustrating. Patient 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 Patient or Patient's family members or caregivers.

### **Mediation and Arbitration**

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be rendered to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral, third party chosen by agreement if your therapist and patient(s). The cost of such mediation, if any shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Santa Clara County, California in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed.

Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be able to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

### **Internet Policy:**

Our concern for our clients regarding the use of the Internet to communicate, especially within social media sites, is the potential loss of privacy and blurring of the therapeutic relationship. For this reason,

we try to minimize contact on the web with both current and former clients.

*Friending:* We do not accept friend requests from current or former clients on any social media site. We also do not search for or "friend" our clients. Let's meet and talk in person.

*Fanning and Business Review Sites* The California Association of Marriage and Family Therapists Ethics code prohibits our soliciting testimonials from our clients. I can not stop you from liking me, but you should be aware that you are compromising your own privacy.

*Texting and Email* If you would like a text or email to remind you of an upcoming appointment, please let me know. Please be aware these methods are neither secure nor private. Because of this, I prefer to keep messages to a minimum and discourage using these modes of communication for confidential information.

*Messaging* Please do not message us on sites such as Facebook or LinkedIn. These sites are not secure, I may not see the messages in a timely fashion, and messages on Wall posts compromise your confidentiality in a very public way. If you need to contact in between sessions, call me.

### **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 Parent/Caregiver. Should Patient or Parent/Caregiver 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 Parent/Caregiver, 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. Parent/Caregiver 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 Parent/Caregiver 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 ten years following termination of therapy, or when Patient is 21 years of age, whichever is longer. However, after ten 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, 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 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.

Parent/Caregiver should be aware that Therapist is not a conduit of information from Patient. Psychotherapy can only be effective if there is a trusting a confidential relationship between Therapist and Patient. Although Parent/Caregiver 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, Parent/Caregiver 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.

### **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. Parent/Caregiver is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney.

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

#### **When Disclosure is Required By Law:**

Some of the circumstances where disclosure is required by law are: Where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self or others, to property, or is gravely disabled, or when client's family members communicate to client's therapist that the client presents a danger to others.

#### **When Disclosure May Be Required:**

Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist. In Couple or Family Therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or family members. In child therapy, your therapist will, use his/her clinical judgment when revealing to parents specific issues which may arise. The therapist will not release records to any outside party unless he/she is authorized tondo soggy all adult family members who were part of this treatment. In cases of divorce or separation, both parents must give consent for treatment of their child and must authorize any release of information.

**Health Insurance And Confidentiality Of Records:**

Disclosure of confidential information may be required by your health insurance carrier HMO/PPO/

MCO/EAP in order to process claims. If you instruct your therapist, only the minimum necessary information will be communicated to the carrier. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk of confidentiality, privacy or to the future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are

inherently vulnerable to break ins and unauthorized access. Medical data has been reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

**Fee and Fee Arrangements**

The fee for service is \$165.00 per 50 minute individual therapy session.

The fee for service is \$165.00 per 50 minute conjoint (marital /family) therapy session.

Fees are payable at the beginning of the session on the day services are rendered.

The usual and customary fee for service is \$165.00 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. Parent/Caregiver 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 payor, or by agreement with Therapist.

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

**Discussion Of Treatment Plan**

Within a reasonable period of time after the initiation of treatment, Therapist and Patient will discuss the working understanding of the presenting problem(s), treatment plan, therapeutic objectives, and view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, the possible risks, therapists expertise in employing them, or about the treatment plan, please ask. You also have the right to ask about other treatments for your condition and the risks and benefits. If you could benefit from any treatment that your therapist does not provide, therapist will assist you in obtaining those treatments.

### **Dual Relationships**

Therapy never involves sexual or any other dual relationship that impairs Therapist's objectivity, clinical judgment or can be exploitative in nature. Therapist will assess carefully before entering into a non-sexual and non-exploitative dual relationship with others. It may be possible that you know some of my other Patients. You may see a friend or acquaintance in my lobby. We may see each other in the

community. Therapist will never acknowledge working with anyone without his/her written permission and will always ask Patients who meet in the waiting room to respect each other's privacy as well.

### **Insurance**

Patient is responsible for any and all fees not reimbursed by his/her insurance company, managed care organization, or any other third-party payor. Patient is 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. Should Patient choose to use his/her insurance, Therapist will provide Patient with a statement/super bill, which Patient can submit to the third-party of his/her choice to seek reimbursement of fees already paid. Please refer to attachment on insurance (enclosed).

### **Cancellation Policy**

Parent/Caregiver is responsible for payment of the agreed upon fee for any missed session(s). Parent/Caregiver is also responsible for payment of the agreed upon fee for any session(s) for which Parent/Caregiver failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at 650.260.7500.

### **Therapist Availability**

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

### **Telephone and Emergencies:**

If you need to contact me between sessions, please contact me at 650.260.7500. I check my messages a few times during the daytime only, unless I am out of town. In the event of an emergency and you cannot reach me, call your closest ER or the police at 911, Santa Clara County Suicide Hotline 408-273312, EMQ 24 hour mobile crisis 408-379-9085. For behavioral issues, Alum Rock 24 hour mobile crisis 408-294-0579. Please do not use email for emergencies. If there is an emergency during our work together, or in the future after termination where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, she/he will do whatever he/she can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive proper psychiatric care. For this purpose she/he may contact the person whose name you provided on the intake sheet.

**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 Parent/Caregiver 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 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 Parent/Caregiver.

**Acknowledgement**

By signing below, Parent/Caregiver acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Parent/Caregiver has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Parent/Caregiver's satisfaction. Parent/Caregiver agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Parent/Caregiver 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. I understand that I am financially responsible to Therapist for all charges.

\_\_\_\_\_  
Patient Name (please print)

\_\_\_\_\_  
Signature of Patient (if Patient is 12 or older)      Date    /   /   

\_\_\_\_\_  
Signature of Parent/Caregiver (and relationship to Patient)      Date    /   /

### Information About Medical Insurance Reimbursement

There are two basic types of medical plans:

- HMO's like Kaiser, which only pay for services provided by their own therapists (employees of Kaiser; Kaiser doctors, Kaiser psychotherapists).
- PPO's which have in-network providers, and are required to make some provisions for paying for providers who are out-of-network.

This practice is **not** in-network for any insurance plan. If you have a PPO, I can provide to you, upon request, a "super bill" which you can submit to your insurance plan for out-of-network reimbursement. In most cases, this is as easy as downloading a claim form from the insurance company website, filling it out, attaching the super bill, and sending it in.

Sometimes the super bill is rejected the first time that it is submitted. The reasons can be, quite frankly, ridiculous. It is quite common that the insurance company will ask for information that is on the form, so just highlight the information they want and re submit. I can help, just ask.

Below is additional information that may be helpful to you in getting the reimbursement that you deserve:

1. Do not wait and submit several months of claims at the same time. Send one in every time you get a Super bill from me. Some clients have told me that they make copies of a completed claim form and then the process is really quick and easy.
2. On most claim forms there is a spot where you can choose to have the insurance company pay the provider instead of you - Do not sign it. You want to be reimbursed. Signing it will prompt the company to issue a check to me which I will need to return and that will delay the process for your reimbursement.
3. If the insurance company rejects your claim, complain in writing. Send a copy to your HR department. Your HR department chooses which insurance company your company uses, so they can become a valuable ally.
4. Take a moment to find out about your employers open enrollment period and whether HSA accounts are part of your benefit package. An HSA account can be used for medical expenses before you pay taxes and can be a great way to get some help with paying for therapy.

Very Truly Yours,  
MM, LMFT  
Michelle Kennedy  
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Certified Parent-Child Interaction Therapy