



Consent for Services

Client Name: _____ Phone: _____

Gender (circle one): Male Female Non-Binary Non-Disclosure Date of Birth _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Email: _____

Case Manager: _____ Phone: _____

Contact Email: _____

Parent or Guardian (emergency contact): _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Email: _____

Foster Parent: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Email: _____

Person to contact in case of emergency: _____ Phone: _____

Physician: _____ Phone: _____

Therapy Services

Psychotherapy is not easily described in general statements. It varies depending on the personality of the therapist and patient, and the problems you are experiencing. There are many different methods the WM Family Services LLC therapist may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor's visit. Instead, it calls for a very active effort on your part. For the therapy to be most successful, you will need to work on things and practice skills both during your sessions and at home. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger,

frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

In cases involving parents who are divorced or in high conflict with one another; to allow exploration of the issues concerning your family, you must agree to a modification of the traditional rules of confidentiality. Specifically, at the therapist's discretion, they must be able to reveal to one party what has been said by another. This does not mean all the information will be automatically revealed or that certain information cannot be discussed in private. It means only that the therapist reserves the right to share the information that is needed to explore important or disputed issues thoroughly and offer feedback in the best interest of the child involved.

Sessions

The therapist will typically schedule you for one 50-minute session per week. The first session is used to gather history and understand the need for treatment. The therapist will ask questions about your concerns and other questions that will allow them to determine the issues relevant to your treatment. Often, due to the nature of our services and contract with the Division of Child and Family Services, we will be conducting therapeutic intervention in your home or in the community. In doing so this will place you and your family in a position in which privacy is not included. The therapist will not conduct talk therapy unless it is in the confines of their office or your home. However, if it is contractually necessary to observe you and/or your family in a public setting for purposes of providing therapeutic feedback to you and/or your caseworker it is important that you understand and agree to this risk. When in your home the therapist will remain in all family living areas to include family room, kitchen/dining room, or living room. The therapist will not go into bedrooms or bathrooms for any reason.

Contacting Your Therapist

Due to the therapist's work schedule, they are often not immediately available by telephone. When the therapist is unavailable, you can leave a message. They will make every effort to return your call within a couple of days you made it, except for weekends and holidays. If you are difficult to reach, please inform the therapist of some times when you will be available. Email communication is not always secure and can be read by others as messages are stored on remote servers. If you choose to contact the therapist via email you are accepting those privacy risks and accepting email as an acceptable medium for their responses, unless or until you notify the therapist otherwise.

Confidentiality

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, the therapist can only release information about your treatment to others if you sign a written Authorization Form. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- Due to your case being involved in the Juvenile Court System the therapist is contractually obligated to provide information about your progress to staff of the Division of Child and Family Services, attorneys from the Guardian ad Litem's office, the Attorney General's office, your representing attorney, and the court. By signing

this document, you understand and release in advance the therapist's ability to communicate with these entities when necessary. If you or your child has been placed in custody of the State of Utah, guardianship is held by the State of Utah and all documents pertaining to the care and treatment of you and or your child will be signed by them. Although your opinions, concerns and requests will be taken into consideration as they relate to your treatment, the State of Utah is considered to carry the parental role for you and/or your child, therefore decisions made by representatives of the State of Utah will be given first consideration. The rules of confidentiality and privacy may not apply because of this.

- The therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, the therapist will make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you do not object, the therapist will not tell you about these consultations unless they feel that it is important to your work together. The therapist will note all consultations in your Clinical Record.
- You should be aware that WM Family Services LLC employs several therapists and administrative staff. In most cases, the therapist may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

There are some situations where the therapist is permitted or required to disclose information without your consent or authorization:

- If a government agency is requesting information for health oversight activities, the therapist is required to provide it to them.
- If a patient files a complaint or lawsuit against WM Family Services LLC or a therapist employed by WM Family Services LLC, the agency and/or therapist may disclose relevant information regarding that patient to defend against the complaint or lawsuit.
- If a patient threatens to harm himself/herself, the therapist may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations in which the therapist is legally obligated to take actions, when the therapist believes it is necessary to protect others from harm. The therapist may need to reveal some information about a patient's treatment.

- **Child Abuse:** If the therapist has a reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, emotional abuse or neglect, the law requires that the therapist immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, the therapist may be required to provide additional information.
- **Abuse of Vulnerable Adult:** If the therapist has reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, the therapist is required to immediately notify Adult Protective Services intake. Once such report is filed, the therapist may be required to provide additional information.

- Harm to others: If a patient communicates an actual threat of physical violence against an identifiable victim, the therapist is required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.
- Communicable Disease: If the therapist has reason to believe that you are suspected of having or are suffering from a disease that is communicable, they are required by law to report this to the local health department.

Professional Records

Your clinical record contains information such as mental health assessments, treatment plans, court reports, discharge summaries, psychological testing, and progress notes, along with records of consultations and signed releases of information. This record is available for your review under most circumstances in the therapist's presence or in the presence of another professional.

Minors and Parents

Regarding patients under 18 years of age who are not emancipated, parents should be aware that the law may allow parents to examine their child's treatment records unless the therapist decides that such access is likely to injure the child, or there is an agreement otherwise. Parental involvement in a child's therapy is important, as is a child's freedom to talk about sensitive issues without concern that the information will be shared with their parents. It is our policy to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's verbal authorization, unless the therapist feels that the child is in imminent danger to self or other, in which case, the therapist will notify the parents and/or the Division of Child and Family Services of the concern. We do not consider drug use, sexual activity, illegal activity, truancy, etc., to constitute imminent danger. Before giving parents any information beyond general progress and attendance, the therapist will discuss the matter with the child, if possible, and do their best to handle any objections he/she may have.

Professional Fees (See contract for any alternate fee arrangements.)

If your sessions are not paid under contract with the Division of Child and Family Services, the fee for all 1-hour FST sessions (evaluation, individual, couple or family) is \$175. Any appointment considered "Safe Harbor" has an hourly rate of \$150. In addition to appointments, we may charge a prorated amount for other professional services you may need. Other services include administrative tasks, letter or report writing, telephone conversations with you or on your behalf, consulting with other professionals, preparation of records or treatment summaries, and the time spent performing any other service you may request of the therapist. If you become involved in legal proceedings outside of the scope of DFCS or DJJS contractual obligations that require the therapist's participation, you will be expected to pay for all professional time, including preparation and transportation costs, even if the therapist is called to testify by another party. Other Services are charged at \$120 per hour (billed in 15-minute increments), which are payable upon completion, or upon the request to appear in court.

Billing and Payments (See contract for any alternate billing/payment arrangements.)

WM Family Services LLC requires payment at the time of service if you are not covered under the Department of Human Services contract. We accept cash, MasterCard, Visa, Discover, AMEX and HSA cards. You will be expected to pay any

outstanding amounts on your statement within 15 days. If you are not covered under the Department of Human Services contract, we require a credit card on file to guarantee payment. Your credit card will be charged for amounts owed by you that are not paid within 20 days of mailing your statement.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, WM Family Services LLC has the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action or collections agency is necessary, you will be charged a collection fee of 50%, plus any attorney's fees, court costs, and filing fees. You will be charged interest of 1.5% per month on any balance over 30 days that is owed. You will be charged \$35 for checks returned unpaid by your bank in addition to the actual fee charged by our bank. Scheduled appointments, which are not cancelled at least 24 hours in advance will be charged to you (full fee at WM Family Services LLC discretion).

I have read and understand the procedures for emergencies, confidentiality, billing, and payment, and I consent to treatment under the conditions described. I agree to the above-described terms regarding interest, collections charges, charges for appointments missed or cancelled, late fees for checks returned unpaid, and payment of costs of collecting delinquent accounts.

I HAVE READ THE INFORMATION IN THIS DOCUMENT AND CONSENT TO ABIDE BY ITS TERMS.

| | | | |
|---------------------------|---------------|--|---------------|
| _____ Client Signature | _____ Date | _____ Legal Guardian | _____ Date |
| _____ Parent Signature | _____ Date | _____ Financially Responsible Party | _____ Date |

Required: Credit card to be used to bring my account current if it is not paid from another source 20 days after WM Family Services LLC mails the statement.

Visa/Mastercard/Discover/American Express (circle one). # _____ Exp: _____

3- or 4-digit Card Security Code _____ Billing Zip Code for card: _____