

Agreement for Service/Informed Consent for Minors

Sydney Isley, M.A., LMFT #88861

DBA Chino Valley Therapist

Introduction

This Agreement has been created for the purpose of outlining the terms and conditions of services to be provided by Sydney Isley, Licensed Marriage and Family Therapist for the minor child(ren) and is intended to provide (herein "Representative(s)") with important information regarding the practices, policies and procedures of Sydney Isley, Licensed Marriage and Family 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 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

Sydney Isley has been practicing as a licensed marriage and family therapist (LMFT) since 2015, working mostly with adults, children, couples, adolescents and groups. Therapist's theoretical orientation can be described as a generalist with emphasis in Cognitive Behavioral Therapy.

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.

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, including, but not limited to, the right of Patient's therapist to deny such access if such therapist believes such action is in the Patient's best interests. 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 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, if Patient is twelve years of age or older. Patient information may also be disclosed as 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 another person, or when a patient 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 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 in 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 \$140.00.

In addition, Therapist will not make any recommendation 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 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, the minor's counsel, or one of the Parents. In some cases, Parents 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. 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. Patient, or Representative, should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

Fee and Fee Arrangements

Payment of the agreed upon session fee must be made in full at the beginning of each session in unless other arrangements have been made. Please bring your check ready (made payable to Sydney Isley, LMFT) so that we can maximize your therapy time. If you would like to charge your credit card, the Electronic Payment Authorization form needs to be completed by you. Your session fee may be increased annually. In the event of any fee changes, you will be notified at least 30 days prior to such changes. Sessions longer than 45-50-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 payers, or by agreement with Therapist.

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 and with the advance written authorization 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. Therapist accepts cash, checks, and major credit cards.

Insurance

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

Therapist is a contracted provider with the following companies: Sydney Isley Marriage and Family Therapy, Inc, DBA Chino Valley Therapist.

If Representative intends to use benefits of his/her health insurance policy, Representative agrees to inform Therapist in advance. 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, 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 [909-907-4236](tel:909-907-4236).

Therapist Availability

Therapist's office is equipped with a confidential voice mail system that allows Patient 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 Patient is feeling unsafe or requires immediate medical or psychiatric assistance, Patient or Representative 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, Patient needs are outside of Therapist's scope of competence or practice, 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 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 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.

Consent for Treatment and Limits of Liability

Sydney Isley, M.A., LMFT #88861

DBA Chino Valley Therapist

Limits of Services and Assumption of Risks:

Therapy sessions carry both benefits and risks. Therapy sessions can significantly reduce the amount of distress someone is feeling, improve relationships, and/or resolve other specific issues. However, these improvements and any “cures” cannot be guaranteed for any condition due to the many variables that affect these therapy sessions. Experiencing uncomfortable feelings, discussing unpleasant situations and/or aspects of your life are considered risks of therapy sessions.

Limits of Confidentiality:

What you discuss during your therapy session is kept confidential. No contents of the therapy sessions, whether verbal or written may be shared with another party without your written consent or the written consent of your legal guardian. The following is a list of exceptions:

Duty to Warn and Protect

If you disclose a plan or threat to harm yourself, the therapist must attempt to notify your family and notify legal authorities. In addition, if you disclose a plan to harm another person, the therapist is

required to warn the possible victim and notify legal authorities, if the victim is reasonably identifiable. However, if you disclose a plan to harm another person, the therapist is required to notify legal authorities if the victim is foreseeable.

Abuse of Children and Vulnerable Adults

If you disclose, or it is suspected, that there is abuse or harmful neglect of children or vulnerable adults (i.e., the elderly, disabled/incompetent), the therapist must report this information to the appropriate state agency and/or legal authorities.

Prenatal Exposure to Controlled Substances

Therapists must report any admitted prenatal exposure to controlled substances that could be harmful to the mother or the child.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

Insurance Providers

Insurance companies and other third-party payers are given information that they request regarding services to the clients. The type of information that may be requested includes types of service, dates/times of service, diagnosis, treatment plan, description of impairment, progress of therapy, case notes, summaries, etc.

Agreement

I agree to the above assumption of risk and limits of confidentiality and understand their meanings and ramifications.

Cancellation Policy
Sydney Isley, M.A., LMFT #88861
DBA Chino Valley Therapist

If you are unable to attend an appointment, I request that you provide at least 24 hours advanced notice to our office. Since I am unable to use this time for another client, please note that you will be billed for the entire cost of your scheduled appointment if it is not timely cancelled, unless such cancellation is due to illness or an emergency. In that case, if I am able to place you in another spot in that same calendar week, no cancellation fee will be assessed. For cancellations made with less than 24-hour notice (unless due to illness or an emergency) or a scheduled appointment that is completely missed, you will be charged in full on your next visit to my office. I appreciate your help in keeping the office schedule running timely and efficiently.

Client Email/Texting Informed Consent Form

Sydney Isley, M.A., LMFT #88861

DBA Chino Valley Therapist

Risks of Using Email/Texting

The transmission of client information by email and/or texting has a number of risks that clients should consider prior to the use of email and/or texting. These include, but are not limited to, the following risks:

1. Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
2. Email and text senders can easily misaddress an email or text and send the information to an undesired recipient.
3. Backup copies of emails and texts may exist even after the sender and/or the recipient has deleted his or her copy.
4. Employers and on-line services have a right to inspect emails sent through their company systems.
5. Emails and texts can be intercepted, altered, forwarded or used without authorization or detection.
6. Email and texts can be used as evidence in court.
7. Emails and texts may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party.

Conditions for the Use of Email and Texts

Therapist cannot guarantee but will use reasonable means to maintain security and confidentiality of email and text information sent and received. Therapist is not liable for improper disclosure of confidential information that is not caused by Therapist's intentional misconduct. Clients/Parent's/Legal Guardians must acknowledge and consent to the following conditions:

1. Email and texting are not appropriate for urgent or emergency situations. Provider cannot guarantee that any email and/or text will be read and responded to within any particular period of time.
2. Email and texts should be concise. The client/parent/legal guardian should call and/or schedule an appointment to discuss complex and/or sensitive situations.
3. All email will usually be printed and filed into the client's medical record. Texts may be printed and filed as well.
4. Provider will not forward client's/parent's/legal guardian's identifiable emails and/or texts without the client's/parent's/legal guardian's written consent, except as authorized by law.
5. Clients/parents/legal guardians should not use email or texts for communication of sensitive medical information.
6. Provider is not liable for breaches of confidentiality caused by the client or any third party.
7. It is the client's/parent's/legal guardian's responsibility to follow up and/or schedule an appointment if warranted.

Client Acknowledgement and Agreement

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email and/or texts between my therapist and me, and consent to the conditions and instructions outlined, as well as any other instructions that my Therapist may impose to communicate with me by email or text.

COVID-19 Informed Consent

Sydney Isley, M.A., LMFT #88861

DBA Chino Valley Therapist

You are not required to receive psychotherapy in person. By coming to the office, you assume the risk of exposure to COVID-19 (or any other health risk). If you are concerned about possible risks to your health, consult with your physician before attending in person meetings.

I will respect your decision should you at any time choose to return to Telehealth services. If at any time it becomes unsafe due to a resurgence of COVID-19 or other health reason, I may require we resume Telehealth sessions. If I determine a return to Telehealth services is necessary, I will attempt to share that decision with you as soon as practicable.

By receiving services in person, you will be mindful of the risks to yourself, your therapist, and your family members. I request the following from you:

1. You will only attend in person sessions if you are free of COVID-19 symptoms. I am happy to provide you with Telehealth services if you are feeling unwell.
2. You will adhere to the public health orders addressing requirements for facial coverings and social distancing to the extent they exist.
3. You will wash your hands and/or use hand sanitizer prior to entering my office.
4. If you touch your face during session, it is recommended that you immediately wash or sanitize your hands.
5. If you are working in a job that exposes you to individuals who may be infected, I request that you please let me know. I do not recommend attending in person sessions if you are exposed to anyone who may be infected with COVID-19.
6. If you or a member of your immediate household tests positive for COVID-19, you should not attend in person sessions. You agree that if this is the case, you will inform me (and my staff) immediately so that we may resume Telehealth sessions.

There are certain circumstances under which I may be required to notify health authorities that you have been in the office. This typically would only occur if someone who had been seen in my office were to test positive for COVID-19. If this situation arises, and in accordance with applicable privacy laws, I will provide the minimum information necessary for the health authorities to perform their duties.

Telehealth Consent

Sydney Isley, M.A., LMFT #88861
DBA Chino Valley Therapist

Telehealth/Online Therapy

California law recognizes Telehealth as an acceptable format for the delivery of health care and behavioral health services. In California, “Telehealth” is defined as a method to deliver health care services using information and communication technologies to facilitate consultation, diagnosis, treatment and care management while the patient and provider are at two different locations.

Telehealth offers clients increased flexibility when an in-person appointment is not possible. Therapy is conducted using a secure HIPAA-compliant audio/video platform. You will need access to a computer with audio/video capabilities and a reliable internet connection. It is required that you conduct your Telehealth sessions from a private and secure location. It is understood that when communicating by internet or other electronic means, disruptions in service or other technical difficulties can occur from time to time. If this occurs during the course of our session, please contact me at [**\(909\) 907-4236**](tel:9099074236).

My cancelation policy remains the same for online sessions: a 24-hour notice is required with full fee due for missed appointments. I will maintain a credit or debit card on file for any fees associated with treatment (i.e. copays, missed sessions, or session fees) unless we agree upon different arrangements.

Privacy and Confidentiality Considerations

Although the internet provides the appearance of anonymity and privacy in counseling, privacy is more of an issue online than in face-to-face sessions. The client is responsible for understanding the potential risks of confidentiality being breached through unencrypted email, lack of password protection, or leaving information on a public access computer in a library or internet café. Confidentiality could be breached in transit by hackers or internet service providers or at either end by others with access to the client’s account or computer. Clients accessing the internet from public locations should consider the visibility of their screen to people around them. The client is responsible for securing their own computer hardware, internet access, physical location, email, and passwords. Please use additional safeguards such as creating secure passwords, maintaining a high level of security on your wireless internet and closing all windows/programs associated with the online session. The client should be aware of the proximity of others and understand the possibility exists that our conversations may be overheard. Take steps to ensure your physical privacy when in session. Please keep in mind that, just as in face-to-face counseling, privileged communication does not apply when someone else is in the room. The counselor has a right to privacy. Recording any portion of the sessions and/or posting any portion of the sessions on internet platforms such but not limited to Instagram, Facebook or YouTube is strictly forbidden.

Lack of Non-verbal Cues and Asynchronous Communication

Misunderstandings are possible with online communication due to restricted non-verbal cues and asynchronous communication (or “lag time” between responses). Be patient with the online therapy process and be sure to clarify information if you think I have not fully understood you. Please also be patient with me as I periodically ask for clarification due to these circumstances.

Additional Limitations

There is a chance that your insurance company may not cover this format of treatment. In this case, the fee for service lies solely on the client. Online therapy is not a substitute for medication under the care of a psychiatrist or doctor. Online therapy is not appropriate for all clients. When should I seek traditional mental health treatment rather than online therapy?

1. If you are having thoughts of harming yourself (e.g. suicidal thoughts) or harming someone else (e.g. violent thoughts towards others) or psychotic symptoms, **please call 911, 1-800-273-TALK (National Suicide Prevention Lifeline), or a local hospital emergency room. A list of area hospitals is provided at the end of this document.**
2. If you are in an abusive or violent relationship.
3. If you have been seriously depressed.
4. If you have serious substance use dependence.

Acknowledgement and Acceptance

I understand and agree that:

1. I give my consent to engage in Telehealth with Sydney Isley, LMFT, as a part of my psychotherapy.
2. I understand that Telehealth includes the practice of health care consultation, diagnosis, delivery, diagnosis, treatment, transfer of medical data, and education using interactive audio, video, or data communications.
3. I have read and understand the privacy risks and limitations of Telehealth stated above.
4. I understand that there are other risks and consequences from Telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that:
 - a. the transmission of my medical information could be disrupted or distorted by technical failures
 - b. the transmission of my medical information could be interrupted or intercepted by unauthorized persons
 - c. my medical information could be overheard by other persons in my local vicinity or environment
5. I understand that I have the following rights with respect to Telehealth:
 - a. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment or risking the loss or withdrawal of any benefits to which I would otherwise be entitled.
 - b. The laws that protect the confidentiality of my medical information also apply to Telehealth. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality, including, but not limited to reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding.
6. Telehealth is not a substitute for medication under the care of a psychiatrist or doctor.
7. Telehealth is not appropriate if I am experiencing a crisis or having suicidal or homicidal thoughts. In case of emergency situations, I will contact the resources listed here.
8. I understand that I may benefit from telemedicine, but that results cannot be guaranteed or assured.
9. I understand that I have a right to access my medical information and copies of medical records in accordance with California law.

Emergency Contacts

If you have an emergency, feel suicidal or homicidal please:

1. **Call 911**
2. **Call 1-800-273-TALK (National Suicide Prevention Lifeline)**
3. **Go to the nearest Hospital Emergency Room**

Emergency Psychological Services

Canyon Ridge Hospital

5353 G. Street,
Chino CA. 91710
909-590-3700

Aurora Charter Oak

1161 E. Covina Blvd
Covina, CA 91724
626-966-1632

Emergency Room Locations

Pomona Valley Hospital

1798 North Garey Avenue
Pomona, CA91767
909-865-9500

Aurora Charter Oak

1161 E. Covina Blvd.
Covina, CA 91724
626-966-1632

Chino Valley Medical Center

5451 Walnut Ave
Chino, CA 91710
(909) 464-8600

San Dimas Community Hospital

1350 W Covina Blvd
San Dimas, CA 91773
(909) 599-6811

Montclair Hospital Medical Center

5000 San Bernardino St
Montclair, CA 91763
(909) 625-5411

Corona Regional Medical Center

800 S Main St
Corona, CA 92882
(951) 737-4343

San Antonio Regional Hospital

999 San Bernardino Rd
Upland, CA 91786
(909) 985-2811

Riverside Community Hospital

4445 Magnolia Ave
Riverside, CA 92501
(951) 788-3000

Kaiser Permanente Ontario

2295 S Vineyard Ave
Ontario, CA 91761
(833) 574-2273

Agreement and Signature

Sydney Isley, M.A., LMFT #88861

DBA Chino Valley Therapist

I acknowledge that I have read and understand the information provided in this document in its entirety, all of my questions have been answered to my satisfaction and I agree to the terms and conditions contained within. I acknowledge that I am the client or the legal representative of the client, and I agree that my drawn or generated signature is a legally binding equivalent to my handwritten signature.

Signature of Client:

Date:

Signature of Parent/Guardian (client under 18):

Date:

Signature of Parent/Guardian (client under 18):

Date: