



# Campbell Teen & Family Therapy

Nelson Saez, ACSW, MSW #75017  
Associate Clinical Social Worker  
441 N. Central Ave. #6  
Campbell, CA 95008  
408-628-0532

[nelson@campbellteenfamilytherapy.com](mailto:nelson@campbellteenfamilytherapy.com)  
[www.campbellteenfamilytherapy.com](http://www.campbellteenfamilytherapy.com)

## **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 Nelson Saez, ACSW, MSW, for [name of the minor child(ren) herein “Patient”]:

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and is intended to provide [name of parent(s)/legal guardian(s)]:

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(herein “Representative(s)”) with important information regarding the practices, policies and procedures Nelson Saez (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.

### **Therapist Background and Qualifications**

At an appropriate time, your therapist will discuss her professional background with patient and representative and provide both with information regarding her experience, education, special interests, and professional orientation. Patient and representative are free to ask questions at any time about your therapist’s background, experience and professional orientation.

Nelson Saez graduated from San Jose State University with a College of Applied Sciences Master of Social Work with a mental health concentration. He completed his undergraduate work at the University of California Berkeley, earning his Bachelor of Fine Arts with a major in Political Economy of Industrial Societies.

Nelson did his clinical training in 2015 at Uplift Family Services. He has a passion for helping children, youths, and their families improve their self-esteem, self-efficacy, improve family relations, and family communications within a positive family structure.

Nelson is registered with the California BBS as an Associate Clinical Social Worker (ACSW #75017). From 2016 to 2019, Nelson worked in an outpatient clinic with children and adults who experienced symptoms of severe depression, severe anxiety, eating disorders, PTSD, and other trauma related emotional imbalances. Nelson has helped individuals overcome their life challenges, improved their overall positive coping and communication skills, and their families lives.

### **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.

### **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. 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**

All communications between patient and therapist will be held in strict confidence unless representative provides written permission to release information about patient's treatment. If patient participates in marital or family therapy, your therapist will not disclose confidential information about patient's treatment unless all person(s) who participated in the treatment with you provide their written authorization to release. (In addition, your therapist will not disclose information communicated privately to him or her by one family member, to any other family member without written permission.)

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.

Representative 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 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.

### **Minors and Confidentiality**

Communications between therapists and patients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist, in the exercise of his or her professional judgement, may discuss the treatment progress of a minor patient with the parent or caretaker. Patients, who are minors, and their parents are urged to discuss any questions or concerns that they have on this topic with their therapist.

### **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 \$500.00. 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. **Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), **neither you (client) nor your attorneys, nor anyone else acting on your behalf will call on your therapist to testify in court** or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Your therapist will speak to lawyers or court-ordered evaluators only with written permission from both parents when both share legal custody. He or she will not write reports or letters to the court without a court order. Nor will he or she make any recommendations for custody, as this is outside the scope of practice for therapists without special training in this area.

**Our fee for any work related to court matters, including but not limited to letters to the court, or communication with lawyers or evaluators, is \$500 per hour, billed in increments of 5 minutes.**

## **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. 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**

The fee for service is \$240 per intake session.

The fee for service is \$160 per 45-50-minute therapy session.

The fee for service is \$50/per session for 12-week group therapy 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, managed care organizations, or other third-party payors, or by agreement with Therapist. Fees are payable at the time that services are rendered. Please ask your therapist if you wish to discuss a written agreement that specifies an alternative payment procedure. Therapist accepts cash, checks, and major credit cards.

The agreed upon fee between Therapist and Representative is \$160.00/45-50 minute session. 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 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 Representative's request and with Patient's advance written authorization. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes.

## **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 not a contracted provider with any insurance company, managed care organization. However, should Representative have a PPO with out of network benefits, Therapist will provide Representative with a statement called a "Superbill", which Representative can submit to the third-party of his/her choice to seek reimbursement of fees already paid. The "Superbill" is not a bill, it will have one column with the amount paid and one column with the amount charged. This is sent out at the end of the month and typically takes 5-7 business days to be sent out.

Representative should be aware that insurance plans generally limit coverage to certain diagnosable mental conditions. Representative should also be aware that they are responsible for verifying and understanding the limits of your insurance coverage. Although your therapist is happy to assist your efforts to seek insurance reimbursement, we are unable to guarantee whether your insurance will provide payment for the services provided to you. Please discuss any questions or concerns that you may have about this with your therapist.

If for some reason Representative finds that they are unable to continue paying for your therapy, they should inform the therapist. Patient's therapist will help you to consider any options that may be available to you and patient at that time.

## **Cancellation Policy**

Sessions are typically scheduled to occur one time per week at the same time and day if possible. Patient's therapist may suggest a different amount of therapy depending on the nature and severity of patient's concerns. Patient's consistent attendance greatly contributes to a successful outcome. In order to cancel or reschedule an appointment, Representative is expected to notify patient's therapist at least 48 hours in advance of patient's appointment. If you do not provide patient's therapist with at least 48 hours' notice in advance, Representative is responsible for payment for the missed session. Please understand that your insurance company will not pay for missed or cancelled sessions.

Cancellation notice should be left on Therapist's voice mail at (831) 854-7251.

## **Therapist Availability**

Representative is welcome to phone patient's therapist in between sessions. However, as a general rule, it is our belief that important issues are better addressed within regularly scheduled sessions.

Representative may leave a message for patient's therapist at any time on her confidential voicemail. If you wish your therapist to return your call, please be sure to leave your name and phone number(s), along with a brief message concerning the nature of your call. 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. Non-urgent phone calls are returned during the

therapist's normal workdays within 24 hours. If you have an urgent need to speak with your therapist, please indicate that fact in your message and follow any instructions that are provided by your therapist's voicemail. Therapist is unable to provide 24-hour crisis service. In the event of a medical or psychiatric emergency or emergency involving a threat to your safety or the safety of others, the patient should call 911 and request emergency assistance, or go to the nearest emergency room.

You should be aware that your therapist is generally available to return phone calls within approximately 24-48 hours.

Your therapist is not able to return phone calls after 7:00pm (PST)

Your therapist is not available to return phone calls on Saturday.

You should also be aware of the following resources that are available in the local community to assist individuals who are in crisis:

Uplift Crisis Line-24 hours (408) 379-3790  
Bill Wilson Center-resource for teens (408) 243-0222  
Next Door-resource for domestic violence (408) 501-7550  
Other: 911

### **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 or contact requests from current or former clients on any social media site. We also don't search for or "friend" our clients. Let's meet and talk in person, or send personal emails, not through Facebook.

Fanning and Business Review Sites: The California Association of Marriage and Family Therapists Ethics Code prohibits our soliciting testimonials from our clients. We can't stop you from "liking" us, but you should be aware that if you do so, you will be compromising your own privacy.

Texting: Our online scheduling software has the capability of sending appointment reminders via text messages or email or both. We will ask you in advance whether you would like us to do this. Please be aware that texting is neither secure nor private. Because of this, we prefer to keep text messages to a minimum and we discourage you from texting any confidential information.

Messaging: Please do not message us on sites such as Facebook or LinkedIn. These sites are not secure, we 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 us between sessions, please call or send a direct email to [runjhun@campbellteenfamilytherapy.com](mailto:runjhun@campbellteenfamilytherapy.com).

Please notify your therapist if you decide to avoid or limit in any way the use of any or all communication devices, such as e-mail, cell-phone or faxes. If you communicate confidential or highly private information via e-mail, your therapist will assume that you have made an

informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she/he will honor your desire to communicate on such matters via e-mail. Please do not use e-mail or Faxes for emergencies.

### **Termination of Therapy**

The length of patient's treatment and the timing of the eventual termination of their treatment depend on the specifics of their treatment plan and the progress they achieve. It is a good idea to plan for patient's termination, in collaboration with their therapist. Patient's therapist will

discuss a plan for termination with Representative and patient as you approach the completion of patient's treatment goals.

Patient may discontinue therapy at any time. If patient or their therapist determines that they are not benefitting from the treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your 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 with regard to 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.

**Your signature indicates that you have read this agreement for services carefully and understand its contents.**

**Please ask your therapist to address any questions or concerns that you have about this information before you sign.**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative (and relationship to Patient)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative (and relationship to Patient)

\_\_\_\_\_  
Date

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**I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or any other third-party payor.**

\_\_\_\_\_  
Name of Responsible Party (Please print)

\_\_\_\_\_  
Signature of Responsible Party (and relationship to Patient)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Responsible Party (Please print)

\_\_\_\_\_  
Signature of Responsible Party (and relationship to Patient)

\_\_\_\_\_  
Date

