

INFORMED CONSENT FORM

Additional intake form for parents/legal guardians of minor clients

Client Confidentiality:

LifePointe Counseling takes privacy and confidentiality very seriously and have active measures in place to ensure that your Protected Health Information (PHI) remains confidential. This is ensured both by state law and rules of governance followed by all mental health professionals. However, there are some exceptions to those rules:

1. If we have reason to believe a child or any adult dependent has been or will be abused or neglected, we are legally required to report this to the proper authorities.
2. If our client makes a serious threat to harm themselves or others, the law requires us to try to protect them by informing appropriate officials.
3. If our client is or will be involved in court proceedings and the clinical record is subpoenaed by an attorney and/or ordered by a judge, it will be produced subject to that subpoena. Your provider will immediately notify the legal guardian(s) of the client if such an event occurs.
4. If a guardian ad litem (GAL) is appointed in a custody case involving child clients and he/she is ordered by the court to have access to mental health practitioners and records therein.
5. Our professional counselors will consult with a professional supervisor and/or a professional peer on the services provided to you to ensure you are receiving the best services possible. This may include details of your case. All professional peers and supervisors are bound by the same legal and ethical rules of confidentiality. Your counselor will not disclose your name or any identifying information unless it is a case of imminent emergency and/or involves DFCS**
6. Tele-health, including electronic communications, cannot be guaranteed confidential. This means that all electronic communication methods are considered “non-secure”.
7. In the case we need to collect on an unpaid balance for your account, a collection agency may be utilized, and it is understood that this collection agency may be given access to certain PHI necessary to identify you and engage in the collection process.

Child Client Confidentiality Policy:

In working with child clients, though legally the parent(s) and/or legal guardian(s) of child clients age-appropriate privacy is an essential aspect of the relationship and setting for a child’s therapy, we honor what the child does or says in our sessions as confidential. We provide parents and/or legal guardians summaries of treatment goals, plans and progress as well as recommendations. We will provide full records upon request to the child’s legal guardian(s) who have rights to these records.

PLEASE NOTE: Psychotherapy notes are not a part of any client's clinical records. These notes will not be included/provided in any records request.

Divorce and/or Custody Case Policy:

Due to the sensitive nature of divorce and all potential issues that may arise in such cases, LifePointe Counseling has very specific policies which you must agree to before we enter a counseling relationship:

1. A copy of any most current standing court order demonstrating the custodial rights of each parent and/or the parenting agreement that is signed by both parents and the judge is required at the first intake session.
2. If the child is under a guardianship order, the legal guardian must be present when the child is seen.
3. Your therapist may provide an interview with any court-ordered Guardian ad Litem (GAL) and/or custody evaluator (CE). They will have access to the child's records, or a summary of treatment upon request.
 - a. **Regarding Therapist Interviews with GAL and/or CE:** Any time spent speaking with GAL or CE greater than 15 minutes will be billed to and paid by you, the guardian, or your representative, at the therapist's court-related rate of \$150/hour (a pro-rated amount shall be charged for any time over 15 minutes in increments of 30 minutes).
4. **Regarding Therapist Testimony:** Subpoenas requiring your therapist to testify in court in connection with your therapy or with your child's therapy disrupt your therapist's schedule; this also requires your therapist to prepare for said testimony, which may include engaging the services of an attorney to help prepare for the testimony. You understand and agree that if your therapist is subpoenaed by you or others for testimony in connection with your therapy or the therapy of your child, **this will result in you being charged a flat daily rate of \$2,000/day**. The rate applies for trial testimony and deposition testimony. Payment for testimony must be made to the therapist at least five (5) business days prior to the scheduled testimony. You understand and agree that any request or subpoena for testimony will not be honored and will be considered waived without the requisite payment to your therapist being made in a timely manner.

Divorce and/or Custody Cases - Prior to First Visit:

1. If custody is shared by separated and/or divorced parents, **BOTH** parents must sign this agreement prior to the child being seen. If rights have been terminated, or a parent does not have any say in treatment, documentation of this is necessary to provide treatment.
2. For minors in custody of the Missouri Division of Family Services, you must provide a copy of the placement letter from DFS on their letterhead indicating your (legal) ability to make healthcare decisions on the minor's behalf.



11166 Tesson Ferry Road Suite 203 St. Louis, MO 63123 Office: (314) 849-2120 Fax: (314) 729-1953

3. If you have temporary custody or permanent guardianship over the minor, you are required to provide proof of guardianship paperwork at or before the first visit.
4. It is important to bring any legal documents that have been drafted to the first appointment. This may include but is not limited to: custody agreements, adoption papers, orders of protection, guardianship documents, DFS documents, pertinent police reports filed, etc.

IMPORTANT NOTES:

1. A completed Consent Form is required from all custodial parents/legal guardians of the intended client before treatment can begin.
2. Any/all required supporting legal documentation can be securely faxed to LifePointe Counseling; our fax number is (314) 729-1953

Agreement to Abide by Fee Agreement and All Policies Herein:

(please initial on each line)

_____ I have read or had read to me all of the information in this Consent Form.

_____ I have had a chance to review and ask questions about any and all information in this Consent Form.

_____ I have had all questions answered to my satisfaction prior to signing this Consent Form.

By signing this agreement, I am consenting to all policies outlined in this Form.

Name of parent/guardian of child client:

(please print legibly)

Signature of parent/guardian of child client:

Date: _____

Child Client Name:

(please print legibly)



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Divorce/Legal Separation/Legal Guardianship Information:

(please print legibly)

- 1. Are there any contact restrictions: (circle one) Yes No
If yes, please explain (supporting documentation required):

- 2. Who has legal permissions to make medical decisions on behalf of the child?
(supporting documentation required):

1. Parent/Guardian Name:

Relationship to child (circle one):

Mother Father Legal Guardian

Street Address: _____

City/State,/ZIP: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Parent/Legal Guardian #1 Signature

Parent/Legal Guardian #2 Signature

2. Parent/Guardian Name:

Relationship to child (circle one):

Mother Father Legal Guardian

Street Address: _____

City/State/ZIP: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Date

Date