

New Growth Counseling Services

Joint legal custody issues:

A therapist at New Growth Counseling Services (NGCS hereafter) will be providing counseling to your child/children. In order to get started, the paperwork that follows needs to be completed by both parents who have joint legal custody of the children who are coming for counseling (your ex-spouse may visit the website and download the basic joint-legal custody forms – they should be returned to us as soon as possible at PO Box 2700, Carlsbad Ca 92018 – 760-494-4394).

When divorced parents share legal custody, they are usually entitled to be involved in the mental health care of their child. This does not mean that both parents will be involved in the counseling process – it just means that both parents consent and know that they are entitled to know about their child’s mental health progress if they so choose.

Joint legal custody is defined by the courts – typically, it applies to the two biological parents of a child (or children) who have divorced, and gives each parent the ability to make decisions on behalf of their child/children. The court decides who has legal custody and notes this on the divorce documentation. Legal custody is not the same as visitation, physical custody, or where the child resides.

When a divorce has occurred, contact between former spouses can result in tension. To limit this NGCS takes the following position and set the following boundaries:

1. When a couple divorces, they essentially create two separate families – the child belongs to both families, but each spouse is typically excluded from the other – this is the basic premise of a divorce.
2. NGCS is typically open to hearing from both parents, though this is not required. Both parent’s views on their child’s mental health and behavior is important information. The exceptions are extreme cases where NGCS may deem such communication unhelpful to the therapeutic process (e.g., the other parent is incarcerated, or is incapacitated due to chronic drug addiction).
3. NGCS works directly with the family that initiates the counseling process, because they are the family who has sought help for their situation. NGCS works indirectly with the other parent, if they want to be involved.
4. If both parents are “friendly with each other” it is occasionally possible and sometimes helpful to have meetings that may involve both parents – this is rare, but in some cases, when all parties agree, it can be helpful. It is not required, however, and is dependant solely on the situation presented.
5. If both parents are “not friendly with each other” and NGCS deems that they are incapable of working together, or that the direct involvement of both parents in counseling is detrimental, the NGCS will limit their work to the family that contacted NGCS for help. However, NGCS may remain open to communication with the other parent.
6. There are extreme situations in which NGCS would not be open to communications from the other parent who may have legal custody (child abuse, incest, violence, other forms of abuse or danger). This is a matter of state law which gives mental health professionals discretion as to limit-setting within family therapy.

I have joint legal custody of _____
Child or children’s name(s)

I understand what is written above _____
Parent with joint legal custody

New Growth Counseling Services

Informed Consent for Families with Minors (ages 17 and younger)

Your signature at the bottom of this page means that you understand and consent to the following policies and procedures:

Counseling is a collaborative process between therapist and patient(s) who work together on mutually agreed upon goals. Participation is voluntary and is only effective when both patient(s) and therapist are actively striving for the patient's growth and change. Patients realize that participation in therapy can involve discussing issues that may be distressing – however, therapy is designed to help patients personally and in their relationships. When minors are involved, it may be necessary that parent(s)/guardian(s) participate in the counseling process with their child(ren) at the discretion of the therapist. Some problems may be best resolved with the participation of other family members or close relations.

Appointments are made in advance and start and end on time – a session lasts 50 minutes. If a patient is late, the session will still cost full price and end at the pre-arranged time. 24-hour advance notice is expected for cancellation or rescheduling. Any patient who fails to cancel, cancels at the “last minute,” or doesn't attend a regularly scheduled session *will be held responsible for full payment of the missed session*. Lateness, or cancellations made by the therapist will be rescheduled.

Emergencies: in the event of an emergency dial 911 or [\(888\) 724-7240](tel:8887247240). The therapist will discuss emergencies with you and may provide emergency contact information at their discretion. As a rule, most telephone calls will be returned during normal business hours on weekdays.

Payment is expected at the time of service and will be collected at the beginning of the session. Any check that is returned for insufficient funds will be assessed a \$25 fee.

Confidentiality is vital to trust - all sessions are confidential. This means the therapist will not discuss any aspect of the session or case with anyone outside of therapy without prior written consent of patient(s). It is important that a patient (especially children) has a confidential relationship with their therapist.

- **Secrets** within relationships sometimes can be destructive or counter-productive to the goals of therapy. If a patient divulges such a secret to the therapist, the therapist will use his discretion about revealing it. Generally, the therapist will ask the patient to divulge the secret – if the therapist believes the secret is destructive or counter-productive to the counseling process, he may refuse to continue working with the patient until the patient reveals the secret. In cases of danger, the therapist may reveal the secret to maintain safety.

Limits of confidentiality: The following are exceptions to confidentiality and *MUST BE REPORTED* to the appropriate service and/or police. Please note – these reports are mandated by law and may be made without your consent or written permission.

1. If a client(s) become a danger to himself/herself, steps will be taken to keep the client safe.
2. If the client should become a danger to another identifiable person(s), the potential victim(s) will be warned and the police will be notified.
3. Any suspicion of child abuse (including physical, sexual, and/or emotional abuse as well as child neglect or endangerment) whether past or present, previously reported or not, will be reported.
4. Any abuse or neglect of an elder or dependent adult will be reported to Adult Protective Services.

I authorize New Growth Counseling Services staff / therapist to leave voice messages at my home or with a family member or friend regarding appointments, billing issues, or other pertinent information regarding my Behavioral Health Care.

YES / NO (choose one) _____

Signature

Only parent(s) or legal guardian(s) can give authorization for the treatment of minors. If both parents have legal custody, both parents' signatures are required for treatment. If someone other than the parent(s) holds guardianship, legal documentation must be presented prior to authorizing treatment. If there are legal stipulations (a court order) that both parents must consent to ongoing treatment, I agree to contact the other parent and forward his/her consent for treatment to my child's therapist prior to treatment.

I hereby consent to the treatment of my child(ren): _____
Print child(ren) name(s)

I agree to the above policies: _____
Parent/Legal Guardian Signature(s) Date

I agree to participate in counseling: _____
Child(ren) signature(s) Date

New Growth Counseling Services

AUTHORIZATION TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION

I understand that New Growth Counseling Services (NGCS hereafter) uses administrative staff to perform basic clerical and bookkeeping duties that are ordinary and typical to run a therapy practice. NGCS clerical staff will ONLY have access to the following types of information about those attending therapy:

1. Demographic information (names, addresses, telephone numbers, dates of birth, etc.) taken from client intake questionnaire.
2. Billing information (names, dates, charges, payments, payment methods, diagnostic codes, etc.).
3. Emergency contacts – in the unlikely event that your therapist becomes so ill or incapacitated that he/she is unable to contact me/us, staff may contact me/us regarding logistical issues (for example, staff may call to cancel an appointment when my therapist is sick).

Clerical staff will not have access to information about the content of counseling and therapy sessions. Clerical staff will not have access to information about any communications (such as telephone, email, mail) that pertain to counseling and therapy matters.

I further understand that administrative staff will send me a monthly statement which acts as a receipt for payments received. It includes billing information (such as a diagnosis, billing codes, patient name, etc.) and is typically sent to me via email. Please check only one:

I will not be paying NGCS directly for any fees associated with therapy.

I will accept monthly statements by email. Please send them to the following email address:

please print clearly: _____

I do not want my monthly statement sent via email. Please mail them to me at the following address:

please print clearly _____

Parent with legal custody

I consent to the information on this form

Signature: _____ Date: _____

Email / text communications with New Growth Counseling

Please read the following disclosures about communicating with **New Growth Counseling** (NGCS):

1. NGCS does not conduct therapy, give advice, or communicate about therapy via email, text, instant message, or any other “telemedicine” technologies. Therapy is face-to-face. NGCS will only use texts/emails for the purposes of arranging meetings. If you have an urgent need to connect with your therapist and want a response, you must call by phone. NGCS will make every attempt to respond to your call in a timely manner.
2. Employees of NGCS may opt-out of texting or emailing with you for various reasons. They may also participate in texting and emailing with you. This is handled individually between you and the person you are working with.
3. Email /texting and other forms internet-based communications are non-secure and non-confidential form of communication. Hackers and unauthorized users can also attempt to access emails through malicious software such as spyware or a virus that may be located on your computer unbeknownst to you. Other people may look at your computer/phone when you are not aware.
4. Many people still feel comfortable communicating via email / text because they have taken measures to secure their computer/phone. Despite this fact, there is no guarantee that such measures will work 100%.
5. Emails /texts sent and received are stored on computers / phones of NGCS clinicians and on your computer until deleted. NGCS may or may not delete such emails and texts.
6. In addition, whenever you send an email/ text, it is stored in cyberspace and the authorities can access these emails / texts under various circumstances – this is not a policy of NGCS, but is due to the nature in which email / texts are transmitted using the internet and other services or networks. For more information on this, please contact your Internet Service Provider, email service, or cell phone provider.

By signing below, I agree that I understand the disclosures listed above regarding communicating with NGCS using email or text. I also agree that if I send an email / text to NGCS and request a response via email, that I am willing to accept the above-stated risks:

If you do not want to correspond via email do not sign your name – instead, write “declined.”

Print Name: _____ Signature _____ Date: _____

Permission for NGCS to initiate emails /texts to you

Sign below if you give your permission for NGCS to initiate sending emails/ texts to you. Example: NGCS may be the first one to send an email / text to you to cancel an appointment due to sickness. If you do not wish to have NGCS initiate emails to you, do not sign your name – instead, write “declined.”

Print Name: _____ Signature _____ Date: _____

Print your email clearly: _____