THERAPIST DISCLOSURE STATEMENT,
ADOLESCENT CLIENT INFORMED CONSENT,
AND PARENTAL CONSENT FOR THE TREATMENT OF A MINOR

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You have the right to choose a counselor who best suits your needs and purposes. With that in mind, the following information is provided to you. Please read each section carefully, and initial at the bottom of each page. Washington State Law states the age at which a person may consent to counseling/psychotherapy is 13; *however, it is my policy to provide your parent(s) or legal guardian(s) all ofthe information below, and obtain their consent as well*. It is my belief that the more informed and 'on board' they are, the more benefit you can potentially gain from participating in therapy.

I. THERAPIST DISCLOSURE TO CLIENT AND LEGAL GUARDIAN(S)

- **Credentials**: I am a Licensed Mental Health Counselor in Washington State (#LH 60632931), and a Nationally Certified Counselor (#300772).
- **Education, Training, and Experience:** I received a Bachelor of Arts in Exercise Science from Northern Arizona University, with a minor in Chemistry and worked in Higher Education as a Recruitment and Retention Specialist for Minority Students and Running Start and Student Development Coordinator for 11 years. I received my Masters of Arts in Mental Health Counseling through the College of Education at Seattle University. I completed my internship hours at Seattle Counseling Service. I have experience as a mental health provider specializing in working with the LGBTQ population, and communities of color, but experienced with a wide variety of clientele.
- **Professional Memberships:** I am a member of the Washington Mental Health Counselor Association and the National Board for Certified Counselors.
- **Services Provided:** I provide psychotherapy for individuals (adolescents aged 13 and older, and adults) and groups. Under separate contract, I provide workshops and presentations related to oppression awareness and LGBTQI awareness. I provide consultation to other mental health professionals on topics relevant to sexual and gender minority populations and Latino communities.

II. INFORMATION FOR THE ADOLESCENT CLIENT

- Confidentiality: The privacy of your personal information is of utmost importance. I am compliant with current Federal and State of Washington laws, including the Health Insurance Portability and Accountability Act of 1996. Federal and State laws set the limits on confidentiality. Please review these limits in my Notice of Privacy Practices.

As a general rule, I will keep the information you share with me in our sessions confidential, unless I have your written consent to disclose certain information. There are, however, important exceptions to this rule that are important for you to understand before you share personal information with me in a therapy session. In some situations, I am required by law or by the guidelines of my profession to disclose information whether or not I have your permission. I have listed some of these situations below, on page 2.

- <u>Confidentiality cannot be maintained when</u>:

• You tell me you plan to cause serious harm or death to yourself, and I believe you have the intent and ability to carry out this threat in the very near future. I must take steps to inform a parent or guardian of what you have told me and how serious I believe this threat to be. I must make sure that you are protected from harming yourself.
• You tell me you plan to cause serious harm or death to someone else who can be identified, and I believe you have the intent and ability to carry out this threat in the very near future. In this situation, I must inform your parent or guardian, and I must inform the person who you intend to harm.
• You are doing things that could cause serious harm to you or someone else, even if you do not intend to harm yourself or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
• You tell me you are being neglected or abused (physically, sexually or emotionally) or that you have been abused in the past. In this situation, I am required by law to report the abuse to Child Protective Services.
• You are involved in a court case and a request is made for information about your counseling or therapy. If this happens, I will not disclose information without your written agreement *unless* the court requires me to. I will do all I can within the law to protect your confidentiality; if I am required to disclose information to the court, I will inform you that this is happening.

<u>Communicating with your parent(s) or guardian(s):</u>

Except for situations such as those mentioned above, I will not tell your parent or guardian the specific things you share with me in our therapy sessions. This includes activities and behavior that your parents would not approve of or would be upset by, but that do not put you at risk of serious and immediate harm. However, if your risk-taking behavior becomes more serious, then I will need to use my professional judgment to decide whether you are in serious and immediate danger of being harmed. *If I feel that you are in such danger, I must communicate this information to your parent or guardian*.

- <u>Example</u>: If you tell me that you have tried alcohol at a few parties, I would keep this information confidential. If you tell me that you are drinking and driving or that you were a passenger in a car with a driver who is drunk, I would not keep this information confidential from your parent/guardian.
- <u>Example</u>: If you tell me that you are having protected sex with a boyfriend or girlfriend, I would keep this information confidential. If you tell me that, on several occasions, you have engaged in unprotected sex with people you do not know or in unsafe situations, I will not keep this information confidential.

You can always ask me questions about the types of information I would disclose. You can ask in the form of a hypothetical situation, like "If someone told you that they were doing ___, would you tell their parents?"

Even if I have agreed to keep information confidential (to not tell your parent or guardian), I may believe that it is important for them to know what is going on in your life. In these situations, I will encourage you to talk to your parent/guardian and will help you find the best way to tell them. Also, when speaking to your parents, I may describe problems in general terms, without using specifics, in order to help them know how to be more helpful to you.

- <u>Health Care Coordination</u>: It is important to make sure that the problems you present are not related to a physical health difficulty. Since I am not a medical provider, I cannot determine if you have physical conditions that might be related to your health and our work. Therefore, you should get a physical examination from a physician as soon as possible.

In certain circumstances, it is essential that I have the ability to collaborate with your medical doctors: for instance, if you are being prescribed psychiatric medication, or if you have a diagnosed eating disorder such as anorexia or bulimia. With your written authorization, I can work with your medical provider to begin to coordinate your health care.

- Risks and Benefits: Most adolescents who decide to participate in therapy are experiencing problems that cause internal distress and problems in relationships. Counseling is intended to help you resolve problems, but sometimes as you get to the root of some issues, you may feel them even more strongly than in the past.

During the course of therapy, you might notice changes in your symptoms, problems, and functioning. Since we will be exploring challenging territory in your life, you might experience greater difficulty throughout our work. I cannot offer any promise or guarantee about the results you will experience. However, as you commit yourself to work through your problem areas and build upon your strengths, it is likely that you will see improvements throughout our work and in the future.

Teenagers in therapy often benefit from having a support system, including family, friends, a supportive school environment, and in some cases, religious affiliations. Expressive activities, such as music, art, sports/exercise, art, writing/journaling, or participating in extra-curricular activities are also important for the mental health of adolescents. Other types of treatment such as family therapy, group therapy, 12-step groups, support groups, and/or medication may be helpful. Part of our work together will involve the creation and maintenance of a support system for you.

- Appointments and Cancellations: We will schedule our appointments either via phone or in person at the end of a session. It is likely that your parent(s) or guardian(s) will make and pay for appointments on your behalf, but understand that you are ultimately responsible for attending your appointments.

Please notify me via phone, at (206) 707-9710, as soon as possible if you have any schedule conflicts or emergencies which would require you to cancel our appointment. Likewise, I will notify you via phone if I should need to cancel our appointment.

When you arrive for an appointment, please remain in the waiting room and I will promptly meet you. Our sessions will be 50 minutes long, and we will need to end on time. I charge the full session fee for any sessions that are shortened due to your late arrival or early departure. I cannot accommodate making up for lost session time unless it is due to my error.

I will have to charge you the full session fee if you do not give me 24 hours notice of any cancellations. You will not be charged if I cancel our appointment. Please be prepared to pay the full session fee from your appointment that was either missed or cancelled late (not within 24 hours) when you attend your next scheduled appointment.

- Record-keeping: I will keep a confidential file containing your private health information (PHI) in my office. Your file will include your client forms, financial and contact information, treatment goals, progress notes, and copies of any correspondence or medical records that have been compiled or obtained on your behalf. My purpose in maintaining records is to aid therapy by recording the topics discussed and my impressions. In addition, the Washington Department of Health instructs me to document according to a medical model, which they in part define as recording "what happens in a session." I make an effort to summarize what we discuss in each session, but I make no effort to capture sessions word-for-word. Washington State law requires that I keep your records for seven years after last our contact. You should also know that, by law in Washington, your parents have the right to see any written records I keep about our sessions. Though it is unlikely that they would want to see them, they do have the legal right to ask.

- Emergency, Urgent, or Other Contacts: You may call me anytime and leave me a voicemail message. I retrieve messages daily, and whenever possible, I will get back to you within 24 hours. You may also email me with your message; however, if you need to cancel an appointment within 48 hours of the scheduled time, I need to be contacted via phone, either by you or a parent or guardian. Please remember

that anything you send over email is not confidential. I am not able to provide on-call crisis or emergency services. If you have a physically or psychologically life-threatening emergency, please immediately call 911, your parents, and/or the Seattle Crisis Clinic at (206) 461-3222. The Crisis Clinic has 24-hour availability to offer crisis counseling, community resources, and emergency assistance. Do not use email to communicate emergent or crisis information.

- Therapy Relationship and Professional Boundaries: It is my intention to maintain a warm, safe, and professional environment where I consider your best interests my priority. Because I have the utmost respect for you and our therapeutic relationship, professional boundaries are essential so that no harm or damage is done. I uphold the following practices regarding professional relationship boundaries:

    1) I will not, at any time, have a social relationship with you outside of my office, even after we have ended our therapeutic relationship; this includes contact on social networking sites, like Facebook. I will not accept social or family event invitations from you, and I will not offer them to you. This is not for a lack of interest or care.
    2) I will not, at any time, have physical or sexual contact with you, aside from shaking your hand as a greeting or parting.
    3) I will not, at any time, accept any gifts from you. I may accept a card or note from you.
    4) If I were to see you in public at any time, I will not initiate any contact or familiarity with you. This is to ensure your confidentiality as my client. If you choose to initiate visible or audible greeting, I will reciprocate, but I will not attempt further communication unless you request it.
    5) I will not, at any time, have a relationship with you beyond my range of psychotherapy, counseling, and referrals, and the collection of fees for these professional services. While this includes not having any social or sexual relationships with you, it also includes any business and financial relationships with your parents. Additionally, I will not provide any services beyond my expertise, including legal or medical advisement.
    6) I will only provide appropriate referrals to other health professionals, with your consent. I do not make referrals to non-healthcare or wellness-related individuals and agencies. I do not accept payments for giving referrals.
    7) I will uphold confidentiality standards pertaining to Federal and State of Washington law during the course of therapy and thereafter. By law, our sessions are considered “privileged.” Neither your death nor mine terminates your confidentiality rights.

- Therapeutic Work, Duration, and Termination: Because you are legally able to give your consent for therapy in Washington State, you have the freedom to make decisions as you please. You may engage in therapy for as long as you like. You may also withdraw from therapy at any time. I respect and promote your right to make your own decisions. You may, at any time, change your goals for therapy, and/or you may choose to end our relationship, no matter where you are in the process of goal achievement. If you would like to end therapy, I would only ask that we first discuss this in person.

Because your parent(s) or guardian(s) are still legally responsible for you and your medical care, they will also be able to make decisions regarding whether or not you begin, continue, or end therapy. Whenever possible, I will honor your wishes, as you are my client, and not your parent(s). However, in order to provide the best possible care for you, I must take into account the decisions of your parents/guardians.

If more than 30 days has passed since our last contact, and I have not received any word from you or your parent(s) or guardian(s), I will accept that as your notice that you no longer wish to continue counseling, and that our therapeutic relationship is terminated.

III. INFORMATION FOR THE CLIENT'S PARENTS/GUARDIANS

- The Need for Adolescents to Have Confidential Psychotherapy: As a parent or guardian of a teen receiving psychotherapy, I will involve you in helping your child to the fullest extent possible. However, the content of your child's sessions must be confidential in order to enable them to confide in me. The biggest indicator of successful therapy is a strong therapist-client bond.

  In the treatment of adolescents, there are many issues that therapists have no opportunity to address unless adolescents trust that communication in therapy will not be shared with parents or guardians. These issues include use of cigarettes, alcohol, and drugs, sexual concerns or behavior, self-harming behaviors, involvement in gangs, cutting classes or truancy, school failure, unauthorized time with peers, and criminal activity. I will work with your child to help them to behave in ways that are not self-destructive, that do not limit options for the future, and that are considerate of others. If any of these issues rise to the level of serious, imminent danger to self or to others, parents and/or appropriate authorities *will be notified*.

- Assessment: Psychotherapists must conduct both an initial and ongoing assessment of adolescents to understand their psychological needs. As the parent or guardian, it is essential that you cooperate with this assessment process by completing all forms provided to you and by meeting or communicating with me, your child's therapist, as openly as you can. It is important for you to be completely open and honest about all influences that may be affecting your child, even if doing so is painful or embarrassing. Therapists usually cannot tell when parents or children deliberately conceal things. I can only help clients with problems to the extent that I am provided with the whole picture.

- Collateral Contact with Parents and Others: Your contract with me is collateral, that is, auxiliary to your child's treatment, for the purpose of assisting in your child's treatment. Your child is my client, and not you the parents/guardians, which is an important distinction. This has no bearing on my consideration of your beliefs, concerns, and hopes for your child. It does mean, however, that I have no therapeutic obligation to you, and that your communication with me is not privileged or confidential. Should you request it, I can give you referrals for your own psychotherapy, if I believe that therapy might aid you with your own struggles, or allow you to better help and support your child.

- Fee for Services: My standard fee is $80.00 per 50 minute session. This is the same fee charged for any missed or late-canceled appointments. In certain circumstances, I might arrange a reduced fee for you, which we will finalize in writing on a separate Sliding Scale Fee Agreement form. Additional fees might include: preparation of requested documents (e.g. letters to lawyers, government agencies, etc.) and copying and sending records. I will discuss any fees with you at the time of a request. Please inform me of any change in your financial situation that impacts your ability to pay for services.

- Payment for Services: I accept cash or personal check payments made payable to **Joshua Magallanes** or **Joshua Magallanes LLC**, and will provide a receipt upon your request. Payments are due directly to me at the time of service (at the end of each session).

  Since the parent or guardian of the client is most often the responsible party for payment, I am able to make other arrangements with you if you will not be transporting your child to/from sessions. If payments are not made at the time of service or in a timely manner that we have agreed upon, then I may notify debt collectors. I will charge a $30 fee for any returned checks.

- Insurance: I do not currently accept insurance, but I can provide you with a receipt that you can submit to your insurance company for reimbursement. This is a relatively easy process. I am happy to assist you in finding the appropriate forms for your carrier, but I will not make submissions for reimbursement to your health insurance provider.

▪ Treating Children of Separated or Divorced Parents: In families dealing with separation and divorce, psychotherapists work to help children and teens cope adaptively with the forces acting upon their lives. Treating children in these contexts is difficult because:

- Parents usually have different views of the child's feelings and needs.
- Parents' views may be affected by their own experiences, issues, and needs.
- Both parents usually fear that the child's psychotherapist will side with the other parent.
- Both parents usually fear that the child's psychotherapist will make custody or visitation recommendations that are not in the best interest of the child or parent.

For these reasons, I abide by the following policies if I am treating an adolescent child of separated or divorced parents who share legal custody:

- Both parents must consent to treatment, ideally before the first session with the child, or shortly thereafter.
- Both parents will be offered "equal time" in face-to-face or phone contacts, as much as realistically possible. The exception to this would be cases in which I believe that contact with one or both parents might negatively affect the child.
- I may share any information provided by one parent with the other parent.
- I am not qualified to provide custody or visitation recommendations to a court, mediator, and/or psychologist conducting a family evaluation. If your child has a court representative (attorney, guardian ad litem, etc.), or if requested by both parents or ordered by the court, I may discuss observations about the child with these parties.

These policies may not apply when a parent resides out of the area or is incarcerated, when parent-child contact is limited by a court (Juvenile, Family, or Guardianship) or court representative, when there is substantial evidence that a parent might be physically or psychologically harming the child or damaging the therapeutic relationship, or when a parent fails to respond to the therapist's attempts to establish contact with that parent.

▪ Confidentiality from Third Parties: Psychotherapy is confidential from parties other than parents with important exceptions. I may release information to designated parties by written authorization of clients, parents, or legal guardians.

Most importantly, I am required by law to report suspected past or present abuse or neglect of children, adults, and elders (including children being exposed to domestic violence). I must report any suspected abuse or neglect to the authorities, including Child Protective Services and/or the police, based on information provided by the client or collateral sources.

▪ Termination of Therapy: Terminating therapy with your child should be done over a number of sessions, particularly in cases of a long-term therapeutic relationship. Should you or your spouse decide to terminate therapy against your child's wishes or my recommendation, it is important that your child at least have a final meeting with me. Feel free to discuss this with me further if you have questions about termination.

▪ Complaints: If you have a complaint or inquiry about my professional service that cannot be resolved with me directly, please contact the Washington State Department of Health. Complaints or inquiries can be sent to: The Department of Health, Health Professions Quality and Assurance Division, P.O. Box 47869, Olympia, WA 98504-7869.

Confirmation of Informed Consent

Joshua Magallanes, MA LMHC NCC
Joshua Magallanes, LLC
2331 E. Madison Street
Seattle, WA 98112
206-707-9710
www.joshuatherapy.com

Please read each statement, and sign below:

- ✓ I have read the Disclosure Statement for Joshua Magallanes, MA LMHC NCC and I
- ✓ understand it.
- ✓ I have had the opportunity to ask questions and be provided further explanation pertaining to the Disclosure Statement.
- ✓ I agree to follow the terms in the Disclosure Statement.
- ✓ I give my consent for treatment as outlined in this Disclosure Statement.
- ✓ I will receive a copy of this Disclosure Statement with my signature.
- ✓ I understand that my therapeutic relationship with Joshua Magallanes, MA LMHC NCC may be discontinued if the terms in this agreement are not fulfilled by any party.

____
Client Name (please print)

____ _________________
Client Signature Date Signed

____ _________________
Parent/Guardian Signature Date Signed

____ _________________
2nd Parent/Legal Guardian Signature (if requested) Date Signed