

## Teen Talk Line Disclaimer

Teen Talk Line is here to help you become a stronger you. If at any time, Joelle Jacobson, M.A., M.F.T., P.P.S., Treatment Resource Specialist, feels that you need a psychiatric referral or that face-to-face psychotherapy would be more beneficial, she will give you referrals. Teen Talk Line is short-term counseling, which may not work for everyone. The importance of your physical and emotional safety is first and foremost.

Although Joelle is offering telemedicine, not traditional psychotherapy, confidentiality between therapist and client are part of her practice. If a client exhibits suicidal ideations in the course of the phone or video conference session, Joelle may break confidentiality in order to keep that teen or parent safe.

If in the course of the conversation, Joelle feels that you are actively suicidal and have the means to carry out your plan, she will break confidentiality and take all precautions to keep you safe. This may include calling a family member or the police to prevent you from harming yourself.

Joelle is a mandated reporter, which means if abuse or neglect is suspected; she must break confidentiality and report it to the Department of Child and Family Services and/or the police.

Teen Talk Line is a non-crisis service. If you are in danger, a danger to yourself or others, you must call 911. If you are being abused you may also call the Child Abuse hotline in California (800) 540-4000.

Joelle requires the consent of both parents prior to providing any services to a minor. If any question exists regarding the authority of Parent(s) to give consent for psychotherapy, Joelle Jacobson will require that Parent(s) submit via fax supporting legal documentation, such as a custody order, prior to the commencement of services. There are some instances where parental consent would initially be harmful to a minor. For example, if the minor is being abused by a family member then initial consent is not necessary.

**Under the California Family Code 6924** - A minor 12 or older may consent to outpatient mental health treatment or counseling on an outpatient basis, or to residential shelter services if all of the following conditions are satisfied:

- The minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services or residential shelter services; AND
- The minor either would present a danger of serious physical or mental harm to self or others without the services or is the alleged victim of incest or child abuse.

Professional consultation is an important component of a healthy psychotherapy practice. As such, Joelle participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultations, Joelle Jacobson will not reveal any personal identifying information regarding Patient or Patient's family members or caregivers.

Joelle may take notes during session, and will also produce other notes and records regarding Patient's treatment after session has terminated. These notes constitute Therapist's clinical and business records, which by law, Joelle is required to maintain. Such records are Joelle's sole property. Joelle will not alter her normal record keeping process at the request of any patient or parent(s). Should Patient or Parent(s) request a copy of Joelle's records, such a request must be made in writing. Joelle reserves the right, under California law, to provide Patient, or Parent(s), with a treatment summary in lieu of actual records. Joelle 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. Parent 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 Parent request access to Joelle's records, such a request will be responded to in accordance with California law.

Joelle 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.

Parent should be aware that Joelle 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 Parent 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 Joelle and Patient. However, Parent(s) 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.

Joelle will not voluntarily participate in any litigation, or custody dispute in which Patient, or Parent(s), and another individual, or entity, are parties. Joelle has a policy of not communicating with Parent(s)'s attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in Patient's, or Parent(s)'s, legal matter. Joelle will generally not provide records or testimony unless compelled to do so. Should Joelle be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Parent(s) agrees to reimburse Joelle or any time spent for preparation, travel, or other time in which Joelle has made herself available for such an appearance at Joelle's usual and customary hourly rate of \$250.00. In addition, Joelle will not make any recommendations as to custody or visitation regarding Patient. Joelle will make efforts to be uninvolved in any custody dispute between Patient's parents.

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 Joelle receives a subpoena for records, deposition testimony, or testimony in a court of law, Joelle 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, 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. Parent(s) are encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his/her attorney. Patient, or Parent(s), 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 Parent(s), should address any concerns he/she might have regarding the psychotherapist-patient privilege with his/her attorney.

From time-to-time, Joelle may engage in telephone contact with third parties at the request of Patient or Parent(s) and with the advance written authorization of Patient or Parent(s). Parent(s) is responsible for payment of the agreed upon fee (on a pro rata basis) for any telephone calls longer than ten minutes. The credit card will be billed if the phone conversation goes over ten minutes.

Cancellation notice should be left on Joelle's confidential voice mail at 855-411-TEEN (8336). There is a 24-hour cancellation policy. If the Patient is not available for the appointment when Joelle calls Patient or Parent or Patient or Parent cancels the day of the appointment, Parent's credit card will be charged the amount Patient or Parent signed up for.

Joelle has a confidential voice mail system that allows Patient or Parent(s) to leave a message at any time. Joelle 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. Joelle is unable to provide 24-hour crisis service. In the event that Patient is feeling unsafe or requires immediate medical or psychiatric assistance, Patient or Parent(s) should call 911, or go to the nearest emergency room.

Joelle reserves the right to terminate therapy at her discretion. Reasons for termination include, but are not limited to, failure to comply with treatment recommendations, conflicts of interest, Patient needs are outside of Joelle's scope of competence or practice, or Patient is not making adequate progress in therapy. Patient or Parent(s) has the right to terminate therapy at her discretion. Upon either party's decision to terminate therapy, Joelle 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 Parent(s).

By signing below, Parent(s) acknowledges that he/she has reviewed and fully understands the terms and conditions of this Agreement. Parent(s) has discussed such terms and conditions verbally or via the Internet with Joelle, and has had any questions with regard to its terms and conditions answered to Parent(s)'s satisfaction. Parent(s) agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Joelle.

Moreover, Parent(s) agree to hold Joelle 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.

Joelle Jacobson, M.A., M.F.T., P.P.S.,  
Treatment Resource Specialist  
TEEN TALK LINE  
Phone: 855-411-TEEN (8336)  
JoelleMFT@TeenTalkLine.org

DISCLAIMER FORM

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

Signature of Patient (if Patient is 12 or older)

\_\_\_\_\_

Date \_\_\_\_\_

Parent name (please print): \_\_\_\_\_

Signature of Parent:

\_\_\_\_\_

Date \_\_\_\_\_

Parent name (please print): \_\_\_\_\_

Signature of Parent:

\_\_\_\_\_

Date \_\_\_\_\_

I understand that I am financially responsible to Joelle Jacobson M.A., M.F.T., P.P.S., Treatment Resource Specialist, for all charges.

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

Signature of Responsible Party \_\_\_\_\_

Date \_\_\_\_\_