



# Informed Consent

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## Welcome!

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The following information should be helpful to you as you enter therapy and is meant to serve as an agreement between us as we begin working together. Please read each section of this agreement. Feel free to ask if you have any questions.

## Risks and Benefits of Psychotherapy

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In most cases, the process of psychotherapy brings about positive changes in clients' lives. In some instances, however, the psychotherapeutic process can bring up strong negative emotions and distress. The goal of therapy is to reduce such problems over time. Most people find that the long-term benefits of therapy outweigh the short-term risks. You maintain the right to seek a second opinion at any time, and referrals to other therapists or agencies will be given at your request. Successful therapy requires that you take an active role in your own treatment, and work in partnership with your therapist. It is important that you are a willing and active participant in your treatment. If you have any questions about your treatment or treatment options, please ask.

## Cultural Competence

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I strive to provide culturally competent counseling to all clients, regardless of their faith or belief system, including those who do not identify with any faith. My goal is to create a safe and supportive space where clients can explore how their worldview, values, and/or faith shape their daily lives. Clients are never pressured or directed toward any belief but are encouraged to reflect on what is meaningful to them in their personal journey.

## Length of Treatment

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Treatment term is based on the goals you've set for yourself. You are free to cancel treatment anytime. However, it is recommended that you maintain a minimum number of sessions based on mutually established goals for your case.

## Confidentiality

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Maintaining confidentiality is very important in any therapeutic setting. Every effort will be made to keep your identity and personal information private. Unless you give written consent, I'm bound by law to keep your information confidential. In the case of couples or family therapy, records may only be released if all parties sign a written consent form. If we should meet in public, it's my policy NOT to initiate contact with you. This is for your protection. You are free to break your own confidentiality by talking to me. Please be aware that doing so may limit your ability to maintain your confidentiality based on others' presence. In any event, I will not discuss details of your case with you outside of regularly scheduled sessions.

There are a few exceptions to confidentiality that you need to be aware of. I am required and/or allowed by law to disclose certain information about you, without your permission, for the following reasons...

1. **Duty to Protect:** If I have reasonable suspicion that you are actively planning to harm yourself, I will take steps, up to and including, hospitalizing you against your wishes, to prevent a tragedy.

2. **Duty to Warn:** If I have reasonable suspicions that you are planning an act of violence against another person, I have a duty to warn them of such planned acts.
3. **Duty to Report:** If I have reasonable suspicion to suspect your involvement, or you inform me of an active case of child/elder/or dependent adult abuse and/or neglect I am mandated by law to make report such suspicions. This includes active child-pornography usage and/or any sexual contact/communications with a minor less than 16 years of age.
4. **Duty to Comply with Court Orders:** If I'm instructed by a Court Order to release your information, I'm legally bound to comply with such orders.
5. **Duty to Respond to Emergencies:** If a medical or psychiatric emergency arises in which your information is essential to an individual's safety, it may be released without your permission.

## Confidentiality with Respect to Minors

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Minors have the right to confidential therapy. For parents or legal guardians who share legal custody, both parents must consent to their child's treatment before the second session. Session records will not be released to parents or guardians without the minor's written consent. A minor must also have written parental consent to participate in therapy group(s).

Information may be shared between parents when clinically appropriate and consistent with legal and ethical obligations. As the therapist I will NOT communicate with attorneys for either parent or guardian. Records will only be released by court order, or by consent of both the minor and the parents.

## Confidentiality with Couples

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Couples are seen as a single "Unit" of treatment, even if seen individually. If during a private conversation you or your partner disclose significant information with me, and I feel it's in the best interest of the relationship to disclose it to your partner, I will encourage you to share that information voluntarily with them in a joint session. If you do not share this information, I may elect to terminate our working relationship. Information that doesn't directly affect the couples' relationship, or that would serve no benefit to the partner, are not relevant.

Information that affects the couples' relationship or could influence the partner on whether to stay or go, are relevant. This position allows for some of the benefits of confidentiality without the drawbacks of holding to a rigid No-Secrets Policy. (An example of a confidential item would be details of past sexual abuse. An example of a non-confidential item would be an affair.)

## Insurance & Medicare Policy

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This is a private-pay practice. I am not contracted with any insurance panels and do not submit claims to insurance companies.

I am not enrolled as a provider with the Centers for Medicare & Medicaid Services and do not provide services under Medicare. As such:

- I do not bill Medicare or Medicare Advantage plans
- I do not submit claims on behalf of clients
- I do not provide superbills or any documentation intended for submission to Medicare or for the purpose of Medicare reimbursement
- Clients agree not to seek reimbursement from Medicare for services provided

If you are eligible for Medicare benefits, you understand and agree that services provided are strictly private pay and are not reimbursable through Medicare.

Clients are responsible for verifying any out-of-network benefits they may wish to pursue with non-Medicare insurance plans. However, this practice does not participate in any process requiring submission to Medicare or coordination of benefits involving Medicare.

Client agrees to hold provider harmless from any claims, disputes, or liabilities arising from attempts to obtain Medicare reimbursement for services provided.

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## Fees

Therapy sessions are charged at a rate of **\$165.00** per session for individuals, **\$180.00** for Couples, and **\$200.00** for Family sessions. A sliding scale fee may be offered when needed based on hardship. Sessions are 50 minutes in length, with the fee due at the beginning of the session. Payment can be made with cash, credit card, or check - made out to JOEL WALTON. There is a **\$35.00** fee for returned NSF checks.

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## Missed or Rescheduled Appointments

**Should you need to cancel or reschedule an appointment, please call at least 24 hours in advance, if possible. Please note: no shows, or cancellations in less than 24 hours of the scheduled appointment will be charged full fee.**

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## Use of Technology

A variety of digital technologies will be used to aid and simplify your treatment. These technologies including, but not limited to, processing emails, access to your client web portal, booking and sending appointment reminders, recording session(s) using artificial intelligence (AI) to document treatment, as well as use of electronic billing and payments. Every effort has and will be taken to safeguard your personal information within approved industry practices. If you have any questions or concerns about this, please feel free to ask for further clarification.

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## Court Involvement & Fees for Testimony

Unless other arrangements have been made, if I am subpoenaed or otherwise required to testify in court regarding your case, whether as a percipient witness (fact witness with professional expertise) or otherwise, please be aware of the following:

- My role as a therapist is to provide clinical services, not legal testimony. If I am required to testify, I can only speak to factual observations and my direct professional involvement in your case. I do not provide expert opinions unless formally retained as an expert witness.
- Court-related services are not covered by insurance and must be paid in advance by the requesting party. My fees for legal proceedings are as follows:
  - ❖ Preparation & Documentation (e.g., record review, correspondence, reports): \$200.00 per hour
  - ❖ Depositions, Testimony, or Court Appearance: \$200.00 per hour (including wait time) with a minimum of 8 hours
  - ❖ Travel Time: \$200.00 per hour, plus mileage reimbursement at the IRS standard rate
  - ❖ Administrative Costs (e.g., copying records, responding to legal requests): \$200.00 per hour
  - ❖ A retainer of \$1,600.00 is required at least 14 days before any court appearance or deposition. If the hearing is rescheduled or canceled with less than 48 hours' notice, the retainer will be non-refundable.

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## Fees for Written Reports, Letters, and Legal Documentation

If you request or require a written report, letter, or other documentation for court proceedings, probation, attorneys, or any other legal entity, please be aware of the following:

- I will only provide factual summaries based on my direct involvement and clinical observations. I do not provide forensic evaluations, recommendations, or expert opinions unless I have been formally retained and there is a signed agreement in place.
- All legal documentation requests must be submitted in writing and signed by client and/or guardian, if client is under 18 years of age, with at least 14 days' notice. I reserve the right to decline requests that I believe could negatively impact the therapeutic relationship or if I determine the request is outside of my scope of practice.
- My fees for written reports and legal documentation are as follows:
  - ❖ Brief Letter (e.g., Attendance Verification, General Treatment Summary): \$100.00
  - ❖ Comprehensive Report (e.g., Clinical Summary, Treatment Progress, Court-Requested Reports): \$200.00 per Hour
  - ❖ Response to Legal Inquiries or Requests for Records: \$200.00 per hour (including correspondence, review, and/or preparation time)
- Payment must be made in full before the document is released. Once a report is completed, no revisions will be made without an additional fee.

Please note that written reports intended for legal purposes can be used in ways that may be outside my control. If you are uncertain about the necessity of a report, I strongly recommend consulting with an attorney before making a request.

## How to Reach Me

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Messages can be left on my confidential office voicemail: **916-587-1948**. You can also email me at **joel.walton@mendedlife.com**. If you think you have a medical or psychiatric emergency, please **Dial 911** for assistance, or call one of the below numbers.

Sacramento County Mental Health 24-hour Crisis Hotline (**888**) **881-4881** - El Dorado County Mental Health 24-hour Crisis Hotline at **530-622-3345**. National Suicide Prevention Lifeline at **988**

## Acknowledgement

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By signing below, you are acknowledging that you have read and understand this document, that you voluntarily agree to participate in therapy, and you agree to the limits of our confidentiality and payment policies outlined above.

Client acknowledges that services are private pay and not eligible for **Medicare reimbursement**.

Clients Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Clients Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Legal Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

**If the client being seen is under the age of 12, legal guardian needs to consent to treatment.**