

Center for Family and Behavioral Health

10 Fila Way
Suite 201-A
Sparks, MD 21152
443-212-5077

PATIENT NAME: _____

DATE OF BIRTH: _____

CHILD THERAPY CONSENT FORM

Prior to beginning treatment, it is important for you to understand our approach to child therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in the Outpatient Services Contract. Under HIPAA and the APA Ethics Code, we are legally and ethically responsible to provide you with informed consent. As we go forward, your clinician will try to remind you of important issues as they arise.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and therapist regarding the best interests of the child. If such disagreements occur, we will strive to listen carefully so that we understand your perspective and fully explain our perspective. We can resolve such disagreements or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If possible, we ask that you allow us the option of having a closing session to appropriately end the treatment relationship.

In instances of divorce, we will assume that both parents have joint custody unless you provide us with information to the contrary, both parents need to give consent for treatment for the child. If one parent does not give consent or later denies consent, treatment cannot continue unless the consenting parent has

tie-breaking authority. Once again, we ask that you allow us the option of having a closing session to appropriately end the treatment relationship if either parent decides to discontinue treatment.

All of our communications with your child are privileged and will not be disclosed in any legal proceedings without a waiver of your child's non-disclosure privilege. In the case of ongoing divorce proceedings and/or custody battle, you should be aware that the Maryland Supreme Court in *Nagle v. Hooks* 296 Md. 123, 460 A.2d 49 (Md. 1983) has reasoned that "it is inappropriate in a continuing custody 'battle' for the custodial parent to control the assertion or waiver of the privilege of nondisclosure." We believe that the appointment of an attorney to act as guardian of the child in this instance is required for the best interest of the child. Similarly, the Supreme Court of Massachusetts (*In re adoption of Diane*, 400 Mass. 196, 508 N.E.2d 837, 840 (Mass. 1987)) reasoned "in such a case as this, where the parent and child have conflicting interests, and where the nature of the proceeding itself implies uncertainty concerning the parent's ability to further the child's best interests, it would be anomalous to allow the parent to exercise the privilege on the child's behalf." Thus, a parent cannot waive a child's psychologist privilege (i.e. ask us to testify in court about your child) unless it is in the best interests of the child to do so, and a court will appoint an attorney ad litem or a guardian ad litem to make this determination.

Minors, who are 16 years old and older, have the same capacity as an adult to consent to psychological treatment with a psychologist in Maryland. This does not include refusal of treatment for a disorder for which the parent or guardian has given consent.

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of

independence and autonomy. By signing this agreement, you agree to respect your child's privacy and will not request access to your child's treatment records. If we ever believe that your child is at serious risk of harming him/herself or another, we will inform you.

It is our policy to provide you with general information about treatment status. Your clinician will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, we will share that information with you. We will not share with you what your child has disclosed in treatment without your child's consent. We will tell you if your child does not attend sessions. At the end of your child's treatment, we will provide you with an oral treatment summary that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding maladaptive coping strategies, sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If we ever believe that your child is at serious risk of harming him/herself or another, we will inform you. In this situation, your clinician has the option of disclosing information to you or others who can help provide protection without your child's consent. Furthermore, if we believe that your child is being abused or was abused in the past, we are legally obligated to file a report with the appropriate state agency, even if we have to reveal some information about your child's treatment.

Although your clinician's responsibility to your child may require involvement in conflicts between parents, we need your agreement that our involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with your clinician as confidential. Neither of you will attempt to gain advantage in any legal proceeding between

the two of you from our involvement with your children. In particular, we need your agreement that in any such proceedings, neither of you will ask your clinician to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena us or to refer in any court filing to anything we have said or done.

Note that such agreement may not prevent a judge from requiring your clinician's testimony, even though we will work to prevent such an event. If we are required to testify, we are ethically bound not to give an opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, we will provide information as needed (if appropriate releases are signed or a court order is provided), but we will not make any recommendation about the final decision. Furthermore, if your clinician is required to appear as a witness, the parent/guardian responsible for participation agrees to reimburse us at the rate of \$300 per hour (with a \$2400 retainer) for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

CHILD CONSENT AUTHORIZATION

Parent / Guardian Signature

Date

Printed Name

Parent / Guardian Signature

Date

Printed Name

Psychologist / Witness Signature

Date