



## Parental Authorization for the Treatment of a Minor

In order to authorize mental health treatment for your child, you must have either sole or legal custody of your child. If you are separated or divorced from the child's other parent, please notify your therapist immediately. A copy of the most recent custody decree that establishes custody and medical custody for you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child must be provided **at the first session** for the child to be seen.

If you are separated or divorced from the child's other parent, please know that it is our policy to notify the other parent that we are meeting with your child and that he/she will need to give consent for treatment by signing the informed consent **before the first session**. For the child to be seen, the consent must be **provided at the first session**. It is important that all parents know, unless there are truly exceptional circumstances, that their child is receiving a mental health evaluation or treatment.

During the course of therapy, if a disagreement among parents and/or between parents and therapist occurs, the therapist will strive to listen carefully so that he/she can understand your perspective. The therapist will also attempt to fully explain his/her perspective as well. Ideally, any disagreements will be resolved; however, parties may agree to disagree so long as it enables your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides the therapy should end, the therapist will honor your decision unless there are extraordinary circumstances. However, in most cases, your therapist will ask you to allow the option of a few closing sessions with your child to appropriately end the relationship without further distress to the child.

### Individual Parent/Guardian Communications with the Therapist

In the course of treatment of your child, your therapist may meet with the child's parents/guardians either separately or together. Please be aware; however, that at all times, the client is your child – not the parent/guardians nor any siblings or other family members of the child and will not have rights of psychological privilege unless a separate written contract is made to conduct family therapy mutually agreed upon by the therapist and the parents.

If your therapist meets with your or other family members during the course of your child's treatment, he/she will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record as mandated by law.

### Mandatory Disclosures of Treatment Information

In some situations, your therapist is required by law or by professional guidelines to disclose information, whether or not he/she has your or your child's permission. Some of these situations are listed below:

Confidentiality **cannot be maintained** when:

- A child tells his/her therapist that he/she plans to cause serious harm to himself and the therapist believes the child has the intent and ability to carry out this threat in the very near future. The therapist must take steps to inform a parent or guardian or others of what the child has said and how serious the therapist believes the threat to be and must also attempt to prevent the occurrence of such harm.

- A child tells his/her therapist that he plans to cause serious harm or death to someone else and the therapist believes the child has the intent and ability to carry out this threat in the very near future. In this situation, the therapist must inform a parent or guardian or others, and may be required to inform the police and the person who is the target of the threatened harm.
- A child is doing things that could cause serious harm to themselves or someone else, even if they do not intend to harm themselves or another person. In these situations, the therapist will need to use his/her professional judgment to decide whether a parent or guardian or law enforcement should be informed.
- A child tells his/her therapist, or the therapist otherwise learns, that a child is being neglected or abused physically, emotionally or sexually, or it appears that a child is being neglected or abused physically, emotionally, or sexually or that a child has been or appears to have been neglected or abused in the past. In such situations, your therapist will be (may be) required by law to report the alleged abuse to the appropriate state child protective agency.
- Your therapist is ordered by a Court to disclose information with proper releases or other legal exceptions.

#### Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the therapist and the client. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a great sense of independence and autonomy.

It is our policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed, without your child's agreement. This includes activities and behavior that you would not approve of – or might be upset by – but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then his/her therapist will need to use his/her professional judgment to decide whether your child is in serious and immediate danger of harm. If he/she feels your child is in such danger, he/she will communicate this information to you.

Example: If your child tells his/her therapist he has tried alcohol at a few parties, the therapist would keep this information confidential. If your child tell his/her therapist that the child is drinking and driving or is a passenger in a car with a driver who is drunk, he/she would NOT keep this information confidential from you. If your child tells the therapist or the therapist believes based on things he/she learns about your child, that your child is addicted to drugs or alcohol, the therapist would NOT keep that information confidential.

Example: If you child tells his/her therapist that he/she is having voluntary, protected sex with a peer, your therapist will keep this information confidential. If your child tells his/her therapist that on several occasions he/she has engaged in unprotected sex with strangers or in unsafe situations, the therapist will NOT keep this information confidential.

You can always ask the therapist questions about the type of information he/she would disclose. You can ask in the form of “hypothetical situations,” such as: “If a child told you that he or she was doing \_\_\_\_\_, would you tell the parents?”

Even when confidentiality has been agreed upon, if the therapist learns of information that he/she believes is important for you to know about a particular situation that is going on in your child’s life, the therapist will encourage your child to tell you with the therapist’s help. Also, when meeting with you, the therapist may sometimes describe therapeutic issues in general terms, without using specifics, in order to help you know how to be more helpful to your child.

#### Disclosure of Minor’s Treatment Records to Parents

Although the laws of the State of Georgia may give parents the right to see any written records about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with his/her therapist and you agree not to request access to your child’s written treatment records unless ordered by a Court.

I am not forensically trained and do not wish to be involved in the legal system or to speak with anyone regarding testifying in Court. I am not a Custody Evaluator and am not acting as one in your child’s treatment. If am required to testify, I am ethically bound NOT to give my opinion about either parent’s custody, visitation suitability, or fitness. Furthermore, if I am required to appear by a party who signs this agreement as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me for those amounts otherwise stated in the Informed Consent (Example: the client, the client’s family member). If another party (Example: attorney, or other party not listed on this document or whose signature does not appear on this document) the party who agrees to be responsible for payment of **treatment** will be responsible for reimbursement for all work related to the legal matter.

#### Court/Legal Testimony

Therapists at FRC, LLC are not forensically trained and do not testify in court. There are **no** custody evaluators on staff at FRC; therefore, no staff member will act as one in your child’s treatment. No staff member will express an opinion or comment on custody in court proceedings as it would be unethical to do so. No staff member will express an opinion or comment on divorce proceedings. If you think you may need someone to testify for you in court, visitation suitability, or fitness. If you are interested in this service you will need to find a therapist outside Family Renewal Counseling to provide it. **By signing this document, you are agreeing that you, nor your attorney nor any party on your behalf will subpoena your therapist or any personnel at FRC, LLC to court nor will you request an affidavit.** Furthermore, if a therapist or staff member is required to appear by a party who signs this agreement as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me for those amounts otherwise stated below. If another party (Example: attorney, family member, or other party not listed on this document or whose signature does not appear on this document) requires an FRC therapist or staff member to appear in court or participate in any legal proceeding or court related activity, the party who agrees to be responsible for payment of **treatment** will be responsible for reimbursement for all work related to the legal matter. If any therapist or staff member is subpoenaed to appear in court, is deposed, or is required to communicate with any member of the court system, including but not limited to an attorney, a guardian ad litem etc. you will be charged \$300 per hour, including travel time to and from destination, for as many hours as that person is away from their office, whether or not they are actually seen

or called to testify. If he/she is forced to clear their calendar for the day, you will be charged \$3000. This is non-refundable. If court is cancelled, a 72 hour notice will be needed or else the charge will stand

**Reports:** You will not be charged for time spent making simple reports to your insurance company. However, for reports needed for other professionals, including but not limited to lawyers, courts, other medical doctors, and school officials, a fee will be charged, please see the fee breakdown below. Time spend copying and preparing paperwork for other entities will also be charged at the following rate.

- 10-20 minutes - \$75
- 20-30 minutes - 150
- 35-60 minutes - \$300

Reports may take up to two weeks for completion. Reports or copies may be picked up at the office or mailed. If mailed, postage will also be charged to your account

Telemental Health for Minors

Parents or legal guardians must be on the premises if minors receive telemental health services but not necessarily in the room. If a minor is participating in individual therapy, it is important that their privacy be respected. We ask that you not eavesdrop on or enter the room where your minor is participating in telemental health therapy unless invited by your minor or the therapist or unless there is an emergency

Parent/Guardian of Minor Parent

Please initial after each line and sign below indicating your agreement to respect your child’s privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed. \_\_\_\_\_

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records in order to respect the confidentiality of my child’s treatment. \_\_\_\_\_

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist’s professional judgment, unless otherwise noted above. \_\_\_\_\_

I agree not to involve my child’s therapist in the legal process, including but not limited to, his/her appearance in court. \_\_\_\_\_

I agree to the financial conditions as stated in this contract. \_\_\_\_\_

Signatures

I consent to the treatment of my child under the circumstances outlined in this document.

Name of Parent/Guardian \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Name of Parent/Guardian \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Therapist Signature \_\_\_\_\_

Date \_\_\_\_\_