

# Sara Guy Counseling LLC



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## **SARA GUY COUNSELING LLC INFORMED CONSENT FOR MINORS OUTPATIENT SERVICES CONTRACT**

To authorize mental health treatment or counseling for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify me immediately. I will ask you to provide me with an electronic (preferred) copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is important for both parents to be supportive in this process. I believe that it is the primary parent who holds the custodial rights the primary contact for therapy. This means that if you are the payee and the one who initiates therapy for the child(ren) for sessions, the other parent/caregiver cannot cancel your booked appointments. This also means if the other parent books another session with me, you cannot cancel their appointment. If it is a joint parent meeting session, the fees will be separated 50% and will be paid prior to the session.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, I will strive to listen carefully so that I can understand your perspectives and fully explain my perspective. We can resolve such disagreements, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether therapy will continue. If either parent decides that therapy should end, I will honor that decision, unless there are extraordinary circumstances. However, in most cases, I will ask that you allow me the option of having a few closing sessions with your child to appropriately end the treatment relationship.

### **INDIVIDUAL PARENT/GUARDIAN COMMUNICATIONS WITH ME**

In the course of my treatment of your minor, I may meet with the minor's parents/guardians either separately or together. Please be aware that, at all times, my client is your child - not the parents/guardians nor any siblings or other family members of the minor.

If I meet with you or other family members in the course of your child's treatment, I 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.

### **MANDATORY DISCLOSURES OF TREATMENT INFORMATION**

In some situations, I am required by law or by the guidelines of my profession to disclose information, whether or not I have your or your child's permission. I have listed *some* of these

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situations below.

Confidentiality CANNOT BE MAINTAINED when:

- A minor client told me they plan to cause serious bodily harm or death to themselves, and I believe they 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 or others of what the child has told me and how serious I believe this threat to be and to try to prevent the occurrence of such harm.
- A minor client tells me they plan to cause serious bodily harm or death to someone else, and I believe they have the intent and ability to carry out this threat in the very near future. In this situation, I must inform a parent or guardian or others, and I may be required to inform the person who is the target of the threatened harm and the police.
- A minor client is doing things that could cause serious bodily harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, I will need to use my professional judgment to decide whether a parent or guardian should be informed.
- A minor client tells me, or I otherwise learn that, it appears that a child is being neglected or abused--physically, sexually or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, I am required by law to report the alleged abuse to the appropriate state child-protective agency. Even if it has been reported before my time with the child. It is new information to me, and therefore I must report it for assurance matters.
- I am ordered by a court to disclose information.

## **DISCLOSURE OF CHILD'S TREATMENT INFORMATION TO PARENTS**

Therapy is most effective when a trusting relationship exists between the Counselor and the client. Privacy is especially important in earning and keeping that trust. As a result, it is important for minors to have a "zone of privacy" where they 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 greater sense of independence and autonomy.

It is my policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to me without your child's signature on a *Release of Information Form*. 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 I will need to use my

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professional judgment to decide whether your child is in serious and immediate danger of harm. If I feel that your child is in such danger, I will communicate this information to you immediately.

**Example:** If your child tells me that he/she has tried alcohol at a few parties, I would keep this information confidential. If your child tells me that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, I would not keep this information confidential from you. If your child tells me, or if I believe based on things I learn about your child, that your child is addicted to drugs or alcohol, I would not keep that information confidential.

**Example:** If your child tells me that he/she is having voluntary, protected sex with a peer, I would keep this information confidential. If your child tells me that, on several occasions, they have engaged in unprotected sex with strangers 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 "hypothetical situations," such as: "If a child told you that he or she were doing \_\_\_\_\_, would you tell the parents?"

Even when we have agreed to keep your minor's treatment information confidential from you, I believe that it is important for you to know about a particular situation that is going on in your child's life. In these situations, I will encourage your child to tell you, and I will help your child find the best way to do so. Also, when meeting with you, I may sometimes describe your child's problems in general terms, without using specifics, to help you know how to be more helpful to your child.

### **DISCLOSURE OF CHILD'S TREATMENT RECORDS TO PARENTS**

It is Washington state law that reads: "Any adolescent may request and receive outpatient treatment without the consent of the adolescent's parent. Parental authorization, or authorization from a person who may consent on behalf of the minor pursuant to RCW 7.70.065, is required for outpatient treatment of a minor under the age of thirteen." This means that youth, 13-17 years of age, may initiate and participate in treatment without their parents' consent.

***This also means that unless the youth has signed a Release of Information Form authorizing information to be shared with their parent, parents do not have legal access to information about their child's care.***

Youth ages 13-17 years old may not be involuntarily admitted to an in-patient mental health care facility without parental involvement.

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## PARENT/GUARDIAN AGREEMENT NOT TO USE MINOR'S THERAPY INFORMATION/RECORDS IN CUSTODY LITIGATION

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child's parents, my role will be strictly limited to providing treatment to your child. **You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.**

Please note that your agreement may not prevent a judge from requiring my testimony, even though I will not do so unless legally compelled. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, I will provide information as needed, if appropriate releases are signed or a court order is provided, but I will not make any recommendation about the final decision(s). Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for my participation agrees to reimburse me with an upfront cost for prep and records at \$460.00 as well as a rate of \$200.00 per hour thereafter for any time spent traveling, waiting in a courtroom, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

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By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask me at any time.

Parent Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Parent/Guardian of Minor Client:

Please initial after each line and sign below, indicating your agreement to respect your minor's privacy:

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

Client/Parent Initials: \_\_\_\_\_

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\_\_\_\_\_ 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.

Both parents must initial and sign informed consent forms for minors and general informed consent forms.

Parent/Guardian Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Clinician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sara J. Guy, MS. LMHCA

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