

Denise Ramirez
phone: (862) 233-2122
email: Denise@RamirezTherapy.com

INFORMED CONSENT TO CHILD PSYCHOTHERAPY

This form documents that I, _____ (the "parent") give consent and agreement to Denise Ramirez, LCSW (the "provider") to provide psychotherapeutic treatment to my child, _____, (the "child") and to include me, the parent, as necessary, as adjuncts in the child's treatment.

While the parent can expect benefits from this treatment for the child, they fully understand that no particular outcome can be guaranteed. The parent understands that they are free to discontinue treatment of the child at any time but that it would be best to discuss with the provider any plans to end therapy before doing so.

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. A client in psychotherapy has certain rights and responsibilities that are important to understand. There are also legal limitations to those rights that you should be aware of. Your child's therapist has corresponding responsibilities to you/your child. These rights and responsibilities are described in the following sections.

Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness, and helplessness because the process of psychotherapy often requires discussing the unpleasant aspects of your life.

However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness, and insight, and increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen.

Psychotherapy requires a very active effort on your/your child's part. In order to be most successful, you/your child will have to work on things the clinician discusses with them outside of sessions. The provider will fully discuss with the parent what is involved in psychotherapy.

The first 2- 4 sessions will involve a comprehensive evaluation of your/your family's needs. By the end of the evaluation, your clinician can offer some initial impressions of what your work together might include and discuss treatment goals. The parents understand that the clinician cannot provide emergency service. In the case of an emergency arises and the clinician is unavailable please contact 911 or take your child to the nearest emergency room.

If you have any questions about your clinician's procedures, you should discuss them whenever they arise.

Your clinician is legally required to keep appropriate records of the services they provide. Your/your child's records are maintained in a secure, encrypted server. Your clinician keeps brief records noting that you/your child were here, reasons for seeking therapy, goals and progress of treatment, diagnosis, topics discussed, medical, social, and treatment history, records received from other providers, copies of records we send to others, and billing records. Except in unusual circumstances that involve danger to yourself/your child, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them with your clinician, or have them forwarded to another mental health professional to discuss the contents. If we refuse your request for access to your/your child's records, you have a right to have the decision reviewed by another mental health professional, which your clinician will discuss with you upon your request. You also have the right to request that a copy of your/your child's file be made available to any other healthcare provider at your written request.

The parents understand that information about psychotherapy is almost always kept confidential by the clinician and not revealed to others besides the parents unless a parent authorizes such release. There are a few exceptions as follows:

1. The clinician is required by law to report suspected child abuse or neglect to the proper authorities. The clinician is also mandated to report to the authorities patients who are at imminent risk of harming themselves or others for the purpose of those authorities checking to see whether such patients are owners of firearms, and if they are, or apply to be, then limiting and possibly removing their ability to possess them.

2. If a child tells the clinician that he or she intends to harm another person, the clinician must try to protect the endangered person, including by telling the police, the person and other health care providers. Similarly, if a child threatens to harm him or herself, or a child's life or health is in any immediate danger, the clinician will try to protect the child, including, as necessary, by telling the police and other health care providers, who may be able to assist in protecting the child.
3. If a child is involved in certain court proceedings the clinician may be required by law to reveal information about the child's treatment. These situations include child custody disputes, cases where a patient's psychological condition is an issue, lawsuits or formal complaints against the clinician, civil commitment hearings, and court-ordered treatment.
4. If the parents' and child's health insurance or managed care plan will be reimbursing or paying the clinician directly, they will require that confidentiality be waived and that the clinician give them information about the child's treatment.
5. The clinician may consult with other healthcare professionals about the child's treatment, but in doing so will not reveal the child's name or other information that might identify the child unless specific consent to do so is obtained from a parent. Further, when the clinician is away or unavailable, another psychotherapist might provide coverage and so will need to have some information about the child's treatment.
6. If an account with the clinician becomes overdue and responsible parties do not work out a payment plan, the clinician will have to reveal a limited amount of information about a patient's treatment in taking legal measures to be paid. This would include the child's and parents' names, social security number, address, dates and type of treatment and the amount due.

In all of the situations described above, the clinician will try to discuss the situation with a parent before any confidential information is revealed, and will reveal only the least amount of information that is necessary.

The parents, as legal guardians of the child, have rights to general information about what takes place in the child's therapy, to information about the child's progress in therapy, to information about any dangers the child might present to self or others, and, upon request, to obtain copies of the child's treatment record (with certain qualifications and exceptions). The

parents understand that it is usually best not to ask for specific information about what was said in therapy sessions because this might break the trust between the child and the clinician, especially for children over the age of 12. For children age 12 and over, we request an agreement between the child and his/her/their parents allowing the clinician to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless the clinician feels that the child is in danger or is a danger to someone else, in which case, the clinician will notify the parents of the concern. Before giving parents any information, the clinician will discuss the matter with the child, if possible, and do their best to handle any objections he/she/they may have.

The parents agree that in the event custody of, or visitation with, the child is contested in a legal proceeding, neither the parents nor their attorneys will require the clinician to testify at any of the proceedings because to do so would hurt the child's treatment, because the clinician's role is a therapeutic and not evaluative one, and because other forensic professionals would be better able and more appropriate to conduct any necessary evaluation. Because of these limitations, the clinician also will not be able to give any opinion regarding custody, visitation or any other legal issue. If such a proceeding does occur, the parents agree that the clinician's role will be limited to providing to a mental health professional appointed to perform such an evaluation, and/or to the attorneys, law guardian, if any, and the judge involved in the legal proceeding, written information regarding, and/or the record of, the child's treatment; the clinician will provide these either as required by law or upon the authorization of either parent.

Children with multiple parents have the best chance to benefit from therapy if parents are involved and cooperate with each other and the clinician. If multiple parents are consenting to therapy:

- Each of us agrees that he or she will not end the child's therapy without the agreement of the other parent, and that if we disagree about the child's continuing in therapy, we will try to come to an agreement, by counseling if necessary, before ending the child's therapy.

- We each agree to cooperate with the treatment plan of the clinician for the child and understand that without mutual cooperation, the clinician may not be able to act in the child's best interests and may have to end therapy.
- We agree that each of us has and shall continue to have the right to information about the child's treatment and to the treatment records of the clinician regarding the child, and agree that the clinician may release information or records to either of us without any additional authorization of the other.

If the parents and child are participating in a managed care plan, the parents have discussed with the clinician their financial responsibility for co-payments, and the plan's limits on the number of therapy sessions. If the parents are not participating in a managed care program, they understand that they are fully financially responsible for treatment, including any portion of the fees not reimbursed by health insurance. The clinician has also discussed options for continuation of treatment when managed care or health insurance benefits end.

The parents understand that they have a right to ask the clinician about the clinician's training and qualifications and about where to file complaints about the clinician's professional conduct.

By signing below the parents are indicating that they have read and understood this agreement, that they give consent to the clinician's treatment of the child, and that they have the proper legal status to give consent to therapy for the child.

Parent's Signature:
(of patient or person authorized to consent for patient)

Date:

Relationship to the child: