



Informed Consent To Child Therapy (ages 4.0 – 17.11)

This form documents that I, _____, (the "parent/guardian") give my consent and agreement to Deanna Walsh-Bender, M.S.Ed., L.M.S.W. (herein DWB/CAPES) to provide therapeutic/educational treatment to my child, _____ (the "child") and to include me, as necessary, throughout the child's treatment.

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

The parents/guardians have fully discussed with DWB/CAPES what is involved in psychotherapy, and they understand and agree with the policies regarding scheduling, fees, and missed appointments. The discussion about therapy has included DWB/CAPES evaluation and diagnostic formulation of the child's problems, the method of treatment, goals and length of treatment, and information about record keeping. The parents/guardians have been informed about, and understand, the extent of treatment, its foreseeable benefits and risks, and possible alternative methods of treatment. The parents/guardians understand that therapy can sometimes cause upsetting feelings to emerge, and that the child's problems may worsen temporarily before improving.

The parents/guardians understand that DWB/CAPES cannot provide emergency services and acknowledge that if an emergency arises and DWB/CAPES is unavailable, that they must call 911 or go to the nearest emergency room for immediate intervention.

The parents/guardians have received a HIPAA Notice of Privacy Practices from DWB/CAPES. The parents/guardians understand that information about psychotherapy is almost always kept confidential by DWB/CAPES and is not revealed to others (besides the parents) unless a parent/guardian authorizes such release. There are a few exceptions as noted in the HIPAA Notice of Privacy Practices. Details about those exceptions follow:

1. DWB/CAPES is required by law to report suspected child abuse or neglect to the proper authorities. She is also mandated to report to the authorities clients who are at imminent risk of harming themselves, or others, for the purpose of those authorities checking to see whether said parties 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 DWB/CAPES that he/she intends to harm another person, DWB/CAPES 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/herself, or a child's life or health is in any immediate danger, she 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 DWB/CAPES may be required by law to reveal information about the child's treatment. These situations include child custody disputes, cases where a child client's psychological condition is an issue, lawsuits or formal complaints against the therapist, civil commitment hearings, and court-ordered treatment.

4. DWB/CAPES 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 would identify the child unless specific consent to do so is obtained from a parent/guardian. Further, when DWB/CAPES is away or unavailable, another treatment provider might answer calls and so, will need to have access to information about the child's treatment.

5. If an account becomes overdue and responsible parties do not work out a payment plan, DWB/CAPES will have to reveal a limited amount of information about a client's treatment so as to take legal measures to be paid. This would include the child's and parents'/guardians' names, addresses, dates of treatment, type of treatment and the outstanding amount due.






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

The parents/guardians of the child client have rights to general information about what takes place in the child's therapy, to information about the child's progress in treatment, to inform 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/guardians 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 client and DWB/CAPES, especially for children over the age of 12.

The parents/guardians agree that in the event custody of, or visitation with, the child is contested in a legal proceeding, each of the parents/guardians and their attorneys will not require DWB/CAPES to testify because to do so would hurt the child's treatment. DWB/CAPES' role is a therapeutic one and not a forensic evaluative one. Other forensic professionals would be better able, and more appropriate to, conduct any necessary evaluations. Because of these limitations, DWB/CAPES will not be able to give any opinion regarding custody, visitation, or any other legal issue. If such a proceeding does occur, the parents/guardians agree that DWB/CAPES' role will be limited to providing written information regarding, and/or the record of, the child's treatment dates, attendance, duration, and prognosis. DWB/CAPES will provide such documentation either as required by law, or upon the authorization of either parent and will disperse said documentation only to a mental health professional appointed to perform forensic evaluations, to attorneys, to law guardians (if any), and to the judge involved in the legal proceeding.

DWB/CAPES has explained to the parents/guardians that children with two parents have the best chance to benefit from therapy if both parents are involved and cooperate with each other in the best interest of the child client.

As the child's parents/guardians consenting to therapy, we hereby agree that:

-  Neither of us will end the child's therapy without the agreement of the other and that if we disagree about the child's continuation in treatment, we will try to come to an agreement, by counseling if necessary, before ending the child's therapy.
-  We will cooperate with DWB/CAPES' treatment plan for the child and understand that without mutual cooperation, she may not be able to act in the child's best interest and therefore, may have to end treatment.
-  Each of us has, and shall continue to have, the right to information about the child's treatment.
-  We are fully financially responsible for treatment.
-  We have a right to ask DWB/CAPES about her training and qualifications, as well as where to file complaints about her professional conduct as noted in the Notice of Privacy Practices.

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

X _____
Signature of parent/guardian 1

X _____
Printed name of parent/guardian 1

X _____
Signature of parent/guardian 2

X _____
Printed name of parent/guardian 2

X _____
Signature of child over 12

X _____
Printed name of child over 12

Date

Signature of Service Provider