



"HOPE WITHOUT HYPE, GUIDANCE WITHOUT JUDGMENT"

STRONGHOLD COUNSELING SERVICES, INC.

Child Therapy Consent Agreement

(Print Child's Name)

(Date Of Birth)

Thank you for trusting Stronghold with your child! The information herein is in addition to the information contained in the Patient-Therapist Agreement. Under HIPAA and the APA Ethics Code. I am legally and ethically responsible to provide you with informed consent.

Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, I need parental consent. If the parents of the child have an intact marriage, the consent of one parent is sufficient. However, if you are separated or divorced from the child's other parent, I will need the consent of both parents and a copy of the most recent custody decree that establishes custody rights of you and the other parent. Exceptions for both signatures include if you are widowed; if you are an unmarried mother in a custody dispute; if you are a single mother without any custody agreement; or if custody paperwork specifically gives you the sole right to make decisions.

If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that I am meeting with your child. I believe that all parents have the right to be involved in their child's mental health treatment.

Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when your child has the ability to speak without fear of having their personal thoughts and feelings immediately disclosed 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 agreement. This includes activities and behavior that you might not approve of, but that do not put your child at risk of serious and immediate harm.

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.

Confidentiality ***cannot be maintained*** when:

- Your child tells me they plan to cause serious harm or death to themselves, and I believe they have the intent and ability to carry out this threat in the very near future.
- Your child tells me they plan to cause serious 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.
- Your child 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 [may be] required by law to report the alleged abuse to the appropriate state child-protective agency.
- I am ordered by a court to disclose information.

In other situations, even though we have agreed to keep your child's treatment information confidential, I may 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, I will help your child tell you, or I will tell you myself. Also, when meeting with you, I may sometimes describe your child's problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

Parent/Guardian Agreement Not to Use Minor's Therapy Information/Records in Custody Litigation

When I agree to treat your child, your child's mental health becomes my primary concern. My responsibility to your child may include addressing parenting and family concerns, but it does not include providing testimony for child custody/visitation proceedings. By signing this document you agree that neither you nor your attorneys will seek to subpoena my records, ask me to testify in court whether in person or by affidavit, refer to things I have said in any court petition, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.

This agreement may not prevent a judge from requiring my testimony. If I am required to testify, I am ethically bound **not** to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information to them as needed (after releases are signed), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear in court as a witness, the party responsible for my participation agrees to reimburse me at the current rate per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

X _____
Signature of Parent or Guardian *relationship to child*

(date) (phone number) (email address)
