

# DR. ROBIN LOWEY & ASSOCIATES

## Psychological Services

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### Consent for Outpatient Psychotherapy with Children

Welcome to our practice. We are eager to help you and your family in any way that we can. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them in our first session. When you sign this document, it will represent an agreement between us.

#### Parent Authorization for Mental Health Treatment for Children under the age of 14

In order to authorize mental health treatment 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 us immediately. We will ask you to provide a 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 our policy to notify the other parent that we are meeting with your child. We believe it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

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, our therapists will strive to listen carefully so that they can understand everyone's perspectives and fully explain his or her perspective. Such disagreements can be resolved or all parties 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, we will honor that decision, unless there are extraordinary circumstances. However, in most cases, we will ask that you allow us the option of having a few closing sessions with your child to appropriately end the treatment relationship.

#### Mental Health Treatment with Children age 14 and Older

In Pennsylvania, children aged 14 and older can consent to their own mental health treatment. Though we typically find it most helpful when both parents are involved in their teenager's psychotherapy, the adolescent is the person from whom we must obtain consent for treatment. Even when a child is over the age of fourteen, if you are divorced from your child's other parent, we will still ask you to provide a 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.

### Individual Parent/Guardian Communications with Their Child's Therapist

In the course of our treatment of your child, your child's therapist may meet parents/guardians either separately or together. Please be aware, however, that, at all times, our patient is your child – not the parents/guardians, nor any siblings or other family members of the child.

If your child's therapist meets with you or other family members in the course of your child's treatment, the therapist 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, your therapist will be required by law or by the guidelines of his or her profession to disclose information, whether or not the therapist has your or your child's permission. Some of these situations are listed below.

Confidentiality cannot be maintained when:

- Child patients tell a therapist that they plan to cause serious harm or death to themselves, and the therapist believes they have the intent and ability to carry out this threat in the very near future. In such cases, 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 this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell a therapist that they plan to cause serious harm or death to someone else, and the therapist believes they have 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 person who is the target of the threatened harm [and the police].
- Child patients are doing things that could cause serious harm to them 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 or her professional judgment to decide whether a parent or guardian should be informed.
- Child patients tell the therapist, or the therapist otherwise learns 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, the therapist is required by law to report the alleged abuse to the appropriate state child-protective agency.
- The therapist is ordered by a court to disclose information.

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

Therapy is most effective when a trusting relationship exists between the psychologist and the patient. 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 greater 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 in treatment without your child's agreement. This includes activities and behavior that you may not approve of, or might be upset by, but that do not put your child at risk of serious and immediate harm. If your child's risk-taking behavior becomes serious, then the therapist will need to use his or her professional judgment to decide whether your child is in serious and immediate danger of harm. If the therapist believes that your child is in such danger, the therapist will communicate this information to you immediately.

*Example:* If your child tells his/her therapist that he/she has tried alcohol at a few parties, the therapist would likely keep this information confidential. If your child tells his/her therapist that he/she is drinking and driving, the therapist would not keep this information confidential from you. If your child tells his/her therapist, or, based on information gleaned in therapy, your child's therapist comes to believe that your child is addicted to drugs or alcohol, your therapist would not keep that information confidential.

You can always ask your therapist questions about the types of information he or she would disclose

Even when we have agreed to keep your child's treatment information confidential from you, we 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, we will encourage your child to tell you, and we will help your child find the best way to do so. Also, when meeting with you, we 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.

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

Although the laws of Pennsylvania may give parents the right to see written records kept about your child's treatment, by signing this agreement, you are agreeing that your child should have a "zone of privacy" in their meetings with their therapist, and you agree not to request access to your child's written treatment records.

#### 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 your child's therapist may help to address conflicts between parents when doing so is in the child's best interests, the therapist's role is strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena your child's treatment records or ask your child's therapist to testify in court, whether in person or by affidavit. You also agree that you will not request that your child's therapist provide letters or documentation expressing his or her opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring the testimony of your child's therapist, even though your child's therapist will only provide such testimony if court-ordered to do so. If your child's therapist is required to testify, he/she is ethically bound not to give his/her opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, your child's therapist will provide information as needed, if appropriate releases are signed or a court order is provided, but he/she will not make any recommendation about the final decision(s).

Furthermore, if your child's therapist is required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for the therapist's participation agrees to reimburse the therapist at the rate of \$250 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

### Important Notation about the Nature of Psychological Treatment

Psychotherapy can have many benefits, but there also can be some risks. Psychotherapy has been shown to have a myriad of benefits for people who go through it. Therapy often leads to better relationships, improvement in behavior, solutions to specific problems, and significant reductions in feelings of anxiety, depression, and overall distress. However, there are no guarantees regarding what your child will experience and, because therapy often involves discussing unpleasant aspects of your life, your child may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.

Your child's first few therapy sessions will involve an evaluation of your child's needs. By the end of the evaluation, your child's therapist will be able to offer some first impressions of what the course of treatment will likely include and what we may be able to help your child achieve in therapy. At the end of the evaluation, your child's therapist will notify you if he or she believes that he or she is not the right therapist for your child and, if so, your therapist will give you referrals to other practitioners who may be better suited to help your child.

### Meetings

Psychotherapy is most effective when therapists and patients meet for one [50-minute] session per week. At times, longer or more frequent sessions may be needed, but, in general, you should expect to schedule a 50 minute therapy session for your child each week.

### Professional Fees

Our hourly fees are \$265 for an initial evaluation and \$180 for each additional therapy session, though we may have an agreement to accept a reduced rate from your insurance company. We charge this same hourly rate for other professional services, aside from psychotherapy. If you require other professional services that are not covered by your insurance company (such as letter/report writing, telephone conversations lasting longer than 5 minutes, attendance at meetings with other professionals you have authorized, preparation of treatment summaries, etc.), you will be charged for time spent conducting these additional services. We will prorate the hourly cost if your child's therapist works for periods of less than one hour. If you become involved in legal proceedings that requires the participation of your child's therapist, you will be expected to pay for any professional time your therapist spends on your legal matter, even if the request comes from another party. We charge \$250 per hour for professional services we are asked or required to perform in relation to legal matters.

### Billing and Payment

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. In most collection situations, the only information we will release regarding a patient's treatment is his/her name, the dates, times, and nature of services provided, and the amount due. Please see our financial policy form for additional details regarding payment for services.

### Insurance Reimbursement

You should be aware that most insurance companies require that we provide them with your child's clinical diagnosis. Sometimes we have to provide additional clinical information, such as treatment plans,

progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. ***You understand that, by using your insurance, you authorize Dr. Robin Lowey & Associates Psychological Services to release such information to your insurance company. We will try to keep that information limited to the minimum necessary.***

Contacting our Office

During your child's first session, your child's therapist will share information about ways to communicate with him or her directly. However, if you need to get a message to your child's therapist and it is Monday through Friday between the hours of 9am and 5pm, you can call our office at 215-625-9655 and one of our administrative staff members will pass along your message. We have an answering service to handle calls after hours.

If there is a true psychiatric emergency and you are unable to reach your child's therapist immediately, contact your pediatrician or the nearest emergency room. If your child's therapist will be unavailable for an extended period of time for any reason, we will provide you with the name of a colleague to contact, if necessary.

Child/Adolescent Patient:

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

Minor's Signature\* \_\_\_\_\_ Date \_\_\_\_\_

\* For very young children, the child's signature is not necessary

Parent/Guardian of Minor Patient:

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 with 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/adolescent'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. \_\_\_\_\_

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

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