

Inspire Therapeutic Services, LLC

Parent Authorization for Minor's Mental Health Treatment

MINORS

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. If your child is the client, the child's other legal or biological parent or guardian may be informed of your child's treatment.

Individual Parent/Guardian Communications with Us

In the course of the treatment of your child, we may meet with the child's 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 we meet with you or other family members in the course of your child's treatment, we 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, we are required by law or by the guidelines of our profession to disclose information, whether or not we have your or your child's permission. I have listed some of these situations below.

Confidentiality cannot be maintained when:

- Child patients tell us they plan to cause serious harm or death to themselves, and we believe they have the intent and ability to carry out this threat in the very near future. We must take steps to inform a parent or guardian or others of what the child has told us and how serious we believe this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell us they plan to cause serious harm or death to someone else, and we believe they have the intent and ability to carry out this threat in the very near future. In this situation, we must inform a parent or guardian or others, and we 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, we

will need to use our professional judgment to decide whether a parent or guardian should be informed.

- Child patients tell us, or we 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, we are required by law to report the alleged abuse to the appropriate state child-protective agency.
- We 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 Therapist 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 to us without your child's agreement. 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 we will need to use professional judgment to decide whether your child is in serious and immediate danger of harm. If we feel that your child is in such danger, we will communicate this information to you.

Example: If your child tells us that he/she has tried alcohol at a few parties, we 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, we would not keep this information confidential from you. If your child tells us, or if we believe based on things we learn about your child, that your child is addicted to drugs or alcohol, we would not keep that information confidential.

Example: If your child tells us that he/she is having voluntary, protected sex with a peer, we would keep this information confidential. If your child tells us that, on several occasions, the child has engaged in unprotected sex with strangers or in unsafe situations, we will not keep this information confidential.

You can always ask us questions about the types of information we 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 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 Illinois may give parents the right to see any written records we keep about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with us, 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 our responsibility to your child may require our helping to address conflicts between the child’s parents, our 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 our records or ask us to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing our opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring our testimony, even though we will not do so unless legally compelled. If we are required to testify, we are ethically bound not to give our opinion about either parent’s custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, we will provide information as needed, if appropriate releases are signed or a court order is provided, but we will not make any recommendation about the final decision(s). Furthermore, if we are required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for our participation agrees to reimburse us at the rate of \$275 per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

Child/Adolescent Patient:

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 us at any time.

Minor's Signature* _____

Date_____

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_____

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