

**Long Island DBT Group
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**INFORMED CONSENT TO PSYCHOTHERAPY
WITH A MINOR CLIENT (UNDER AGE 18)**

This form documents that we, _____, (the "parents") give our consent and agreement to _____ (the "psychotherapist" and LI DBT Group) to provide psychotherapeutic treatment to our minor, _____ (the "minor") and to include us, the parents, as necessary, as adjuncts in the child's treatment.

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

We have fully discussed with the psychotherapist what is involved in psychotherapy and we understand and agree to the policies about scheduling, fees and missed appointments. We understand that as parents, we are fully financially responsible for treatment. We understand that the therapist can issue an insurance receipt upon request so that we may submit for out of network insurance reimbursement if our insurance plan allows for this. We acknowledge that obtaining reimbursement is solely our responsibility as well as obtaining information from our insurance company about this benefit. We will be personally responsible for payment in full for any cancelled session if the psychotherapist is not given at least 24 hours advance notice of the cancellation (please note that insurers don't pay for canceled sessions).

The discussion about therapy has included the psychotherapist's evaluation and diagnostic formulation of the minor's problems, the method of treatment, goals and length of treatment, and information about record-keeping. The parents have been informed about and understand the extent of treatment, its foreseeable benefits and risks, and possible alternative methods of treatment.

It is our understanding that therapy is primarily provided via in person sessions. However, therapy can also be provided via phone and HIPAA compliant videoconferencing programs when appropriate. We are aware that while there may be benefits to engaging in telehealth services, it is not the same as in person therapy. We also understand the potential risks, including but not limited to unauthorized access of my family's personal information that may interfere with confidentiality and technical difficulties that can effect the quality of therapy. Payment requirements that apply to in person sessions equally apply to therapy sessions conducted via telehealth methods. It is the parent's responsibility to contact the minor's insurance company to determine if telehealth services are reimbursable under their policy. Furthermore, the use of text messaging, email and social media communication is not a secure

form of communication. If we choose to communicate in these ways, we fully agree to do so at our own risk. Urgent communication should not be done via text, email or social media. Please discuss matters that are sensitive or safety related with your therapist during in person sessions or by phone only. Lastly, each individual therapist maintains their own limits regarding the use of these forms of communication and reserves the right to contract with clients and their guardians individually regarding the use of all telehealth services and electronic communication.

We understand that the psychotherapist cannot provide 24 hour emergency service. The psychotherapist has told us whom to call if an emergency arises and the psychotherapist is unavailable. In any case, the parents understand that in any emergency, they may call 911 or go to the nearest hospital emergency room. The parents and minor client understand that the minor client may call their individual therapist for phone coaching when the minor client needs help using skills. The client and parents will be oriented to the proper use of phone coaching once the DBT treatment contract is signed. Both parents and minor client also understand that the individual therapist, and not the group therapist, is responsible for phone coaching unless the individual therapist has arranged for them to contact the group therapist or another therapist on the team for coaching in his/her absence.

The parents have received a HIPAA Notice of Privacy Practices from the psychotherapist. The minor and parents understand that information about psychotherapy is almost always kept confidential by the psychotherapist and not revealed to others besides the parents when necessary unless a parent authorizes such release. There are a few exceptions as noted in the HIPAA Notice of Privacy Practices. Details about certain of those exceptions follow:

1. The psychotherapist is required by law to report suspected child abuse or neglect to the proper authorities. The psychotherapist 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 such clients 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 minor tells the psychotherapist that he or she intends to harm another person, the psychotherapist must try to protect the endangered person, including by telling their parent/guardian, the police, the person targeted and other health care providers. Similarly, if a minor threatens to harm him or herself in a life threatening manner, or a minor's life or health is in any imminent danger, the psychotherapist will try to protect the minor, including, as necessary, by telling the parent/guardian, police and other health care providers, who may be able to assist in protecting the minor client.
3. If a minor is involved in certain court proceedings the psychotherapist may be required by law to reveal information about the minor's treatment. These situations include custody disputes, cases where a client's psychological condition is an issue, lawsuits or formal complaints against the psychotherapist, civil commitment hearings, and court-ordered treatment.

4. If the parents' and minor's health insurance will be reimbursing or paying the psychotherapist directly, they will require that confidentiality be waived and that the psychotherapist give them information about the minor's treatment.

5. The psychotherapist may consult with other psychotherapists about the minor's treatment. Treatment at LI DBT Group utilizes the treatment team approach that is part of DBT. Clients receiving comprehensive DBT as well as DBT-informed or non DBT clients can have their treatment discussed as part of team meetings for clinical consultation for the purpose of providing the most effective treatment possible. Therapists may also discuss the minor client and their parents/family with other therapists within the practice, especially treatment issues that need to be shared between individual, group and family therapists as often as is needed. Further, when the psychotherapist is away or unavailable, another psychotherapist might answer calls and so will need to have access to information about the minor client's treatment.

6. If an account with the psychotherapist becomes overdue and responsible parties do not work out a payment plan, the psychotherapist will have to reveal a limited amount of information about a client's treatment in taking legal measures to be paid. This would include the minor's and parents' names, client identification number, address, dates and type of treatment and the amount due.

7. If an account becomes overdue and arrangements for payment with the therapist are not made in a timely fashion, treatment may be terminated. Therapists will make a plan for termination with the client and parents that includes referrals for alternative treatment. A therapist is not required to continue treatment if payment for services is not made.

In all of the situations described above, the psychotherapist will try to discuss the situation with a parent and the minor client 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 minor, have rights to general information about what takes place in the child's therapy, to information about the minor's progress in therapy and to information about any dangers the minor might present to self or others. 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 minor client and the psychotherapist, especially for minors over the age of 12.

The parents agree that in the event custody of, or visitation with, the minor is contested in a legal proceeding, each of the parents and their attorneys will not require the psychotherapist to testify at any of the proceedings, because to do so would hurt the minor's treatment, because the psychotherapist'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 psychotherapist 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 psychotherapist'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 minor's treatment; the psychotherapist will provide these either as required by law or upon the authorization of either parent.

The psychotherapist has explained to the parents that minors with two parents have the best chance to benefit from therapy if both parents are involved and cooperate with each other and the psychotherapist. If both of a minor's parents are consenting to therapy:

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

- We each agree to cooperate with the treatment plan of the psychotherapist for the minor and understand that without mutual cooperation, the psychotherapist may not be able to act in the minor's best interests and may have to end therapy.

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

Signature: _____
(of parent or legal guardian)

Name (print): _____

Date: _____

Signature: _____
(of minor client over 12 years of age)

Name (print): _____

Date: _____

INFORMED CONSENT TO GROUP PSYCHOTHERAPY

We understand that the information above applies to group therapy as well as individual therapy. In addition, we consent to the additional group considerations described below:

We understand that skills training group participation by minor client and/or one or both parents is a required component of this form of evidence based treatment. We understand we have the right to participate or decline to participate in these groups. If we are in comprehensive DBT, we understand that treatment may be terminated if we decline and/or choose to stop participating in skills training group before the minor client has demonstrated an ability to stop engaging in suicidal or self-harming behaviors for a sustained period of time and can demonstrate an ability to consistently use skills effectively, including the minor client individually as well the parents and in interactions as a family. If the minor client and/or parents find group participation difficult, the therapist will work towards making participation possible.

We understand that the psychotherapist cannot assure me that other group members will keep confidential what is said in the group therapy sessions. We assume that risk and understand that the psychotherapist cannot be held responsible for other group members revealing confidential information. There are rules, however, that are meant to protect confidentiality. These rules, which I agree to follow, are:

1. Only first names will be used at group sessions.
2. We will not discuss any information about a group member except with other group members during group therapy sessions.
3. There will be no visitors at, or recordings of, group sessions allowed.
4. For breaking any of these rules, we can be terminated from the group and/or treatment and understand that we could even be subject to a lawsuit by that person.
5. In addition to these rules, we understand that there will be additional group rules that we will be oriented to prior to starting DBT skills group that are part of this type of therapy.

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

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

Signature: _____ Name (print): _____
(of parent or legal guardian)

Date: _____

Signature: _____ Name (print): _____
(of parent or legal guardian)

Date: _____

Signature: _____ Name (print): _____
(of minor client over 12 years of age)

Date: _____