



## Minor or Dependent Addendum

We have prepared the following information so that all families with children understand our policies regarding consent for the assessment and/or treatment of children and the involvement of any providers in divorce and custody disputes.

### Consent to Treatment, Evaluation, & Termination

With joint custody, either parent/guardian may consent to treatment/evaluation for the minor unless there is a divorce decree that mandates otherwise. By requesting our services, you agree that one of the following applies:

- You have **joint custody**, and your spouse or partner has no objection to the child receiving services.
- You have **sole custody**, and therefore no other person has any legal right to request/reject treatment.
- You have the legal authority as a **court, attorney, juvenile officer, or case worker** to consent to treatment.

It is understood that parents/guardians have the right to approve all medical and psychological decisions for their minor children unless otherwise so ordered by the courts.

When parents share joint custody, either parent/guardian can request an end to therapy or treatment of the minor child except where one parent/guardian has full and exclusive decision-making authority granted by law or there is a court order in place limiting one parent/guardian's ability to request an end to treatment. You agree that if at any point you determine that termination of treatment is in the best interest of the minor, you shall provide that request to us in writing (however, see below) so that we may retain a copy for our records.

If an individual calls our office and asks whether your child is a patient, our standard answer is: "We're sorry, but due to HIPAA and other similar privacy laws, we cannot confirm or deny who is or is not a patient of our clinic."

### Confidentiality of Parental Correspondence

**Parents/Guardians Initially Agree to the Treatment of a Minor/Child.** Any private correspondence (emails, phone calls, text messages, letters, etc.) between our staff and a parent or guardian who has either (a) consented to services for the child or (b) not expressly revoked consent for services of the child automatically becomes a part of the child/minor's chart, and the correspondence (including emails/texts/call notes) is accessible by anyone with access to the child's/minor's chart. Example: Parent 1 and Parent 2 both agree for the child to receive an evaluation; two weeks later, Parent 1 withdraws their consent in an email that harshly degrades Parent 2. Services will immediately cease, but Parent 1's correspondence remains a part of the child's record. Therefore, if Parent 2 requests a copy of the correspondence, we have no right to withhold it and will indeed provide it. Parent 2 may share copies of these communications with their attorney(s).

**At Least One Parent/Guardian Denies Consent for Treatment of Minor/Child.** Conversely, if a parent *initially* and *expressly* withholds consent for treatment, that correspondence is not technically a part of the child's/minor's medical chart, because the child/minor is not considered a patient and *no chart exists*. However, we take the position that because the correspondence is related to the choice to (or not to) seek out healthcare services, it deserves some protection. As such, if Parent 1 asks for a copy of Parent 2's correspondence denying *initial* consent for services, we will not provide direct copies of this (we will not forward emails or make copies of letters). We will, however, provide the following formal statement on Psychology Professionals letterhead: "*We are unable to [initiate services for / continue services with] your minor child, [Child's Initials] because we have determined that we lack the appropriate legal consent from all relevant parents or guardians. We cannot provide healthcare services when consent is withheld from a parent or legally appointed guardian.*"

## Court Involvement

We are committed to providing treatment or evaluative services to your child in an emotionally safe environment. To this end, we require that you make clear any and all possible court involvement here and now - upfront.

If you are **not** presenting to us for any legal or forensic services, then we will **not** be offering any professional opinion(s) regarding custody or guardianship. We will **not** make visitation recommendations. We will **not** opine about your ability to parent or anyone else's. We will **not** offer any form of expert psychological opinions in any family court, criminal court, or civil court.

If the patient is presenting to our clinic for only therapy or a non-forensic evaluation, then we will **not** participate in any court proceeding unless required to do so pursuant to a lawfully issued, *judge*-signed, court order, and/or with proper forensic payment by the requesting party. If one of our providers is subpoenaed, the initiating parent/s or guardian/s will be required to pay our hourly forensic rate. More information on forensic services can be found in the Forensic Addendum.

If, on the other hand, we have been retained specifically for forensic counseling (court-ordered treatment) or psychological evaluations (custody, parental fitness, juvenile risk, fitness-to-proceed, criminal responsibility, etc.), then this document serves as a guideline to treatment and confidentiality, while the separate Forensic Addendum serves as the detailed agreement for those forensic services.

## Minors & Confidentiality

Parents and guardians have a legal right to access a child's records. However, this factor can often hinder the very therapeutic relationship that is necessary for children to trust their provider/therapist. Even in evaluation-only cases, children may be hesitant to be fully open with the evaluator. Without this

foundational trust, progress is greatly hindered.

In the spirit of encouraging a truly safe therapeutic environment for the minor and/or a candid environment for evaluations, you understand that ***our default policy is to not share the following information***, unless (a) you request that we do so, in writing (at which point we will inform the minor of this policy change), or (b) we perceive this information to be related to a substantial life-threatening risk to the minor or another person:

- If a minor discusses substance abuse
- If a minor discusses self-harm or cutting
- If a minor discusses suicidal/homicidal *ideation*

In contrast, you understand that ***our default policy is to share the following information***:

- If a minor discusses suicidal/homicidal *ideation with planning*
- If a minor discusses suicidal/homicidal *intent*

Any desired deviation from this default policy should be provided to us in writing so that we may retain a copy for our records.

### The Growing Up Clause

As hard as it may be to believe now, kiddos will grow up and become adults. In all states, once a child reaches 18 years of age (or becomes an adult by any other statutory mechanism), they have full access to their records (with the same exceptions listed in our primary informed consent). In fact, once a child becomes an adult, the parents or guardians *no longer have access* to the child's records at all (with very limited exceptions such as continued guardianships, etc.). Some parents may wish to at least be *informed* when an adult child requests access to their records, but even informing the parent of an adult child's request to view their record would be a violation of the adult child's rights. By signing this addendum, you agree that you understand this limitation and understand how these rights shift once the minor becomes a legal adult.

### Agreement & Affirmation

I have read all of the above sections, and I affirm that (a) I agree to these policies, and (b) at any point that I wish to deviate from these policies, I will provide such notice in writing.

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Client Signature

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Date