

## **Child and Adolescent Services Contract**

The undersigned, parent(s)/guardian(s) of		
	[Patient name]	

acknowledge that my/our child is a patient of Counseling and Diagnostic Center of Woodfield, Ltd.

Prior to beginning treatment, it is important for you to understand your clinician's approach to therapy with minors and agree to some rules about your child's confidentiality during his/her treatment. The information contained herein is in addition to the information contained in Counseling and Diagnostic Center of Woodfield, Ltd.'s Informed Consent. We are legally and ethically obligated to provide you with informed consent regarding your child's mental health treatment. As we go forward, you will be reminded of important issues as they arise.

One risk of child therapy involves disagreement between parents and/or disagreement between parents and your child's therapist regarding the best interests of the child. If such disagreements occur, your therapist will strive to listen carefully so that your perspectives are understood, and the clinician will work to explain his/her perspective/rationale. We can resolve such disagreements, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, you will decide whether therapy will continue. If you decide that therapy should end, we will honor that decision, however we ask that you allow the option of having at least one closing session to appropriately end the treatment relationship (assuming a longer rather than short-term therapy relationship is established).

Therapy is most effective when a trusting relationship exists between the therapist and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between the child and his/her parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater freedom. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. However, this is not meant to, in any way, exclude you from, or leave you out of the process of your child's treatment. It helps promote progress by providing a secure, trusting environment in which your child can speak, as well as promoting you child's legal right to privacy. In the State of Illinois, minors over the age of 12 are given the right to consent to the release of their mental health records.

It is our policy to provide you with general information about your child's treatment status. Your child's therapist will raise issues that may impact your child either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, we will share that information with you. Your child's therapist will not share with you the specifics of what your child has disclosed in session without your child's consent. At the end of your child's/teen's treatment, your child's therapist will meet with you to summarize what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. We must carefully and directly discuss your feelings and opinions regarding acceptable behavior. If your child is of adolescent age but still a minor (under 18 years of age) and attends on his/her own, you will be informed if he/she does not attend sessions. If it is ever believed that your child is at clear and imminent risk of harming him/herself or another, you will be informed by his/her therapist and other necessary authorities may be informed as well.

Additionally, the Illinois Abused and Neglected Child Reporting Act (ANCRA) requires that "mandated reporters" contact the Illinois Department of Children and Family Services (DCFS) when the therapist has **reasonable cause** to believe that a child known to him/her in his/her professional or official capacity is an abused or neglected child. Mental health practitioners are mandated reporters. If child abuse or neglect suspected, the law **absolutely requires** that a phone call be made to DCFS, and DCFs will determine whether the situation warrants an investigation. The statute also provides the mandated reporter with immunity from any criminal or civil liability in the event that such a report is made in good faith, **even without the consent of the patient.** 

Although our responsibility to your child may require involvement in conflicts between the two parents, we require your agreement that our involvement will be strictly limited to that which will benefit your child. This means, among other things, that each of you will treat anything that is said in session with the therapist as confidential. By signing below, you both also agree that neither of you will attempt to gain advantage in any domestic legal proceeding from the therapist's involvement with your child. In particular, we ask that in any such proceedings, neither of you will ask the therapist to testify in court, whether in person, through a deposition, by completing a written summary solely for the use in the court proceedings, or by affidavit. We also request that you instruct your attorneys not to subpoena your child's therapist or to refer in any court filing to anything they have said or done. As a child's therapist, we are not custody evaluators and ethically cannot put ourselves in that role.

Please note that this agreement may not prevent a judge from requiring testimony, and if your child's therapist is required to testify, they are ethically bound to provide information regarding your child's mental health treatment, not to give their opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, your child's therapist will provide information as needed (only if appropriate releases are signed or a court order is provided), but will not make any recommendations about the final decision. Furthermore, if a therapist is required to appear as a witness in any format, the party responsible for their participation agrees to reimburse Counseling and Diagnostic Center of Woodfield, Ltd. at the rate of \$250 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs including consultation with Counseling and Diagnostic Center of Woodfield's attorneys.

The signature(s) below indicate(s) I/we understand and agree to abide by the above terms and conditions. By signing, I/we am/are also confirming that I/we have the legal standing (guardianship, significant decision-making authority regarding medical/health/mental health treatment decisions) to consent to the above-named minor child's mental health treatment.

Signature of Parent/Guardian)	Date	
Signature of Witness	 Date	