

# **Kate Westhoven, PsyD**

## **Licensed Clinical Psychologist**

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### **PSYCHOTHERAPY AGREEMENT FOR MINORS**

#### **Parameters of Treatment:**

Prior to beginning treatment, it is important for you to understand my approach to therapy with adolescents and agree to some guidelines about your teen's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in the Client-Therapist Agreement. Under HIPAA, I am legally and ethically responsible to provide you with informed consent.

Therapy is most effective when a trusting relationship exists between the therapist and the client. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. It is often necessary, however, for adolescents to develop a "zone of privacy" whereby they feel free to discuss personal matters with greater independence and autonomy. By signing this agreement, you will be waiving your right of access to your child's detailed treatment records; apart from diagnostic information, treatment plans, and treatment summaries.

It is my policy to provide you with general information about treatment status. I will raise issues that may impact your teen either inside or outside the home. If it is necessary to refer your child to another mental health professional with more specialized skills, I will share that information with you. I will not share with you what your teen has disclosed to me without your child's consent. I will inform you if your child does not attend sessions. At the end of your child's treatment, if requested, I will provide you with a treatment summary that will describe what issues were discussed, what progress was made, and what areas are likely to require intervention in the future.

It is possible that your adolescent will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially concerning behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. If I ever believe that your child is at serious risk of harming him/herself or another person, I will immediately inform you.

**Legal Issues:**

I am a mandated reporter of suspected child abuse (physical, sexual, and neglect). Should you or your teen disclose abuse to me, at any time, I am required, by law, to report that information to Child Protective Services.

At times, during treatment, the client's parents are struggling with marital conflicts and my responsibility to your child may require my involvement in conflicts between the two of you. I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your teen. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$300 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

**Summary:**

- You are waiving your right to access to your child's detailed treatment records; apart from diagnostic information, treatment plans, and treatment summaries.
- I will inform you if your child does not attend the treatment sessions.
- If I ever believe that your child is at serious risk of harming him/herself or another person, I will immediately inform you.
- At the end of treatment, if requested, I will provide you with a summary that includes a general description of goals, progress made, and potential areas that may require intervention in the future.
- You agree that my role is limited to providing treatment and that you will not involve me in any legal dispute, especially a dispute concerning custody or custody arrangement.
- You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.
- If there is a court appointed evaluator, and if appropriate releases are signed and a court order provided, I will provide general information about the teen which will not include recommendations concerning custody or custody arrangements.

- If, for any reason, I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate \$300 per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.
- I am a mandated reporter of suspected child abuse. Should you or your child disclose abuse to me, at any time, I am required, by law, to report that information to Child Protective Services.

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Signature of Parent/Guardian

Date

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Signature of Parent/Guardian

Date