

Westchester Creative Arts Therapy, PLLC  
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### **Informed Consent to Child Art Psychotherapy**

This form documents that we, \_\_\_\_\_, (the “parents”) give our consent and agreements to Marie (Mika) McLane-Bowes of Westchester Creative Arts Therapy, PLLC to provide art psychotherapeutic treatment to our child, \_\_\_\_\_ (the “child”) and to include us, the parents, as necessary, as adjuncts in the child’s treatment.

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

The parents have fully discussed with the psychotherapist what is involved in psychotherapy and understand and agree to the policies about scheduling, fees and missed appointments. The discussion about therapy has included the psychotherapist’s evaluation and diagnostic formulation of the child’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. The parents understand that therapy can sometimes cause upsetting feelings to emerge, and that the child’s problems may worsen temporarily before improving.

The parents understand that the psychotherapist cannot provide emergency service. If an emergency arises contact your family physician or the nearest emergency room.

The parents understand that information about psychotherapy is almost always kept confidential by the psychotherapist and not revealed to others besides the parents unless a parent authorizes such a release. There are a few exceptions as follows:

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 parents who are at imminent risk of harming themselves or others for the purpose of those authorities checking to see whether such patients are owners of firearms, and if they are, or apply to be, then limiting and possibly removing their ability to possess them.

2. If the child tells the psychotherapist that he or she intends to harm another person, the psychotherapist must try and protect the endangered person, including by telling the police, the person and other health care providers. Similarly, if a child threatens to harm him or herself, or a child’s life or health is in any immediate danger, the psychotherapist will try to protect the child, including, as necessary, by telling the police and other health care providers, who may be able to assist in protecting the child.

3. If a child is involved in certain court proceedings the psychotherapist may be required by law to reveal information about the child’s treatment. These situations include child custody disputes, cases where a patient’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 child's health insurance or managed care plan will be reimbursing or paying the psychotherapist directly, they will require that confidentiality be waived and that the psychotherapist give them information about the child's treatment.

5. The psychotherapist may consult with other healthcare professionals about the child's treatment, but in doing so will not reveal the child's name or other information that might identify the child unless specific consent to do so is obtained from a parent. Further, when the psychotherapist is away or unavailable, another psychotherapist might answer calls and so will need to have some information about the child'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 limited information about the patient's treatment in taking legal measures to be paid. This would include the child's and parents' names, social security number, address, dates and type of treatment and the amount due.

In all of the situations described above, the psychotherapist will try to discuss the situation with a parent before any confidential information is revealed, and will reveal only the least amount of information that is necessary.

The parents or legal guardians of the child, have rights to general information about what takes place in the child's therapy, to information about the child's progress in therapy, to information about any dangers the child might present to self or others, and, upon request, to obtain copies of the child's treatment record (with certain qualifications and exceptions). If you wish to see your child's records, it is recommended that they be reviewed in the therapists presence so that the contents can be discussed, as artwork done during therapy may be misinterpreted. The parents understand that it is usually best not to ask for specific information about what was said in therapy sessions as this might break the trust between the child and the psychotherapist, especially for children over the age of 12.

The parents agree that in the event custody of, or visitation with, the child is contested in a legal proceeding, neither the parents nor their attorneys will require the psychotherapist to testify at any of the proceedings, because to do so would hurt the child'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 child'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 children 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 child's parents are consenting to therapy:

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

- We each agree to cooperate with the treatment plan of the psychotherapist for the child and understand that without mutual cooperation, the psychotherapist may not be able to act in the child's best interests and may have to end therapy.
- We agree that each of us has and shall continue to have the right to information about the child's treatment and to the treatment records of the psychotherapist regarding the child, and agree that the psychotherapist may release information or records to either of us without any additional authorization of the other.

If the parents and child are participating in a managed care plan, the parents have discussed with the psychotherapist their financial responsibility for co-payments, and the plan's limits on the number of therapy sessions. If the parents are not participating in a managed care program, they understand that they are fully financially responsible for treatment, including any portion of fees not reimbursed by health insurance. The psychotherapist has also discussed options for continuation of treatment when managed care or health insurance benefits end.

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.

#### Art Materials

The cost for art materials is included in the therapy fee. The client or parent must inform the therapist of allergies or sensitivities to specific materials. Art materials may stain clothing and while every effort is made to protect against staining, it is best to wear comfortable, old clothing and/or protective smocks.

#### Artwork

Artwork created in art therapy sessions is generally the property of the client. In some cases it may be requested that artwork be held in the office until treatment is completed. Artwork made in session is part of the clinical record and the therapist reserves the right to take and keep photographs of the artwork. Should the request be made to show these photographs (unidentified by name) for educational purposes, or publication, a signed consent form would be submitted to you.

#### Appointments and Cancellations

A typical child psychotherapy session is 45 minutes to an hour in length and payment is due at the time of service. Checks can be made out to Westchester Creative Arts Therapy, PLLC. Clients are seen by appointment only. Appointments not cancelled **within 24 hours** in advance of the appointment, will be charged at the full rate.

#### Reception Room

When you arrive for your appointment, please wait in the reception area. Children must be supervised by an adult while in the reception area. Unless prior arrangements have been made, please remain in the reception area while your child is in session.

#### Contacting Me

I check my confidential voicemail frequently and make every effort to return calls on the same day, with the exception of weekends and holidays. When leaving a message please specify best times to reach you.

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 child, and that they have proper legal status to give consent to therapy for the child.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Legal Guardian

Signature: \_\_\_\_\_  
Parent/ Legal Guardian

Print Name: \_\_\_\_\_  
Parent/ Legal Guardian

Signature: \_\_\_\_\_  
Parent/ Legal Guardian

Print Name: \_\_\_\_\_  
(of child over 12 years of age)

Signature: \_\_\_\_\_  
(of child over 12 years of age)

Westchester Creative Arts Therapy, PLLC Therapist Signature: \_\_\_\_\_  
Marie (Mika) McLane-Bowes, MPS, LCAT, ATR, CCLS