

Informed Consent Pertaining to Custody and Legal Involvement

Parent/Legal Guardian Authorization to Consent for Treatment

If there is a custody/guardianship arrangement, please be aware that Nautilus Behavioral Health is legally bound to honor the custodial rights of all relevant parties. In order to authorize mental health treatment for a child under the age of 18, you must have sole or joint legal custody of your child. If you are separated or divorced from your child's other parent or are the legal guardian of a child (e.g., grandparents who are the legal guardians of their grandchild), you must provide appropriate documentation that verifies your right to seek treatment prior to initiating services. In particular, you must provide a copy of the current custody decree that establishes your legal custody, the custodial rights of any other relevant parties (i.e., your child's other parent, or both parents, in the case of a non-parent guardian), and which specifies that you have the right to authorize treatment for your child. If the original custody decree has been revised, you will also need to provide copies of the relevant historical documents concerning custody, including but not limited to, the original divorce decree and any documents pertaining to suspending or modifying the visitation schedule and/or custody agreement. In cases of guardianship, foster care, or adoption, you must provide any documentation detailing the change in guardianship status and your right to consent to treatment.

If the current custody/guardianship decree expressly states that decisions about your child's treatment must be made jointly, the informed consent of *all* legally involved parties must be obtained before services can be initiated. If this is the case, the parent/guardian seeking treatment agrees to contact the other relevant party (or parties), provide them with the Informed Consent documentation, and send the initialed and signed documentation to Nautilus Behavioral Health prior to the initiation of treatment. If joint decision-making is expressly required for medical and/or mental health services and the other relevant party (or parties) refuses to authorize services, your child cannot be seen.

Communication and Participation in Treatment

If the current custody/guardianship decree specifies joint custody or shared guardianship of your child, then your child's other parent is (or both parents are, in the case of a non-parent guardian) entitled to know that your child is receiving services, may communicate with us and/or may participate in services, if desired. The party who initiates services *must be* directly involved in your child's treatment, while the other party (or parties) *can be* involved, if desired. If parents/guardians have an amicable relationship, it may be helpful for all parties to be directly involved and/or to meet jointly. If parents/guardians are not friendly with each other, are unable to work together and direct involvement of all parties will likely be detrimental, work will be limited to the party who initiated services. We will remain open to communication with other relevant parties unless it is deemed to be detrimental to your child's treatment, which may be the case in extreme circumstances, including, but not limited to, those involving abuse, violence, active drug or alcohol addiction or current incarceration.

Caregiver or Patient Initials (to verify that you have read and understand the information on this page): _____

Disclosure of Minor's Treatment Records to Parents

Your child's treatment records will be available to anyone with legal access to those records. That being said, although Florida law may give parents/guardians the right to see any written records about their child's treatment, by signing this agreement, you are agreeing that your child should have a "zone of privacy" in his or her treatment, and are further agreeing that you will not request access to written records that contain a detailed accounting of everything said by your child.

Agreement Not to Involve Minor's Provider in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. As such, parents/guardians, siblings and other family members may be involved in your child's treatment. However, in seeking services for your child, please be aware that *your child* will be the patient. As such, although we may have some responsibility to help to address conflicts between parents/guardians, particularly around issues related to the problem(s) being addressed in therapy, our role will be strictly limited to providing treatment to your child.

We do not conduct custody evaluations or provide recommendations about custody or custody arrangements, including visitation schedules. We will not voluntarily become involved in any legal dispute. Involvement in such matters would hurt your child's treatment. In addition, your child's provider is not able to conduct such assessments, given that the nature of their relationship with your child is therapeutic rather than evaluative. Other forensic professionals are more qualified and better able to conduct any necessary evaluations and/or get involved in any legal proceedings. **By signing this document, you agree that in any child custody/visitation proceedings, you will not seek to subpoena treatment records or ask your child's provider to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing their opinion about parental fitness or custody/visitation arrangements.**

Please note that your agreement may not prevent a judge from requiring the testimony of your child's provider. However, we will not do so unless legally compelled. If required to testify, we are ethically bound not to give an opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, we will submit information as required, if appropriate releases are signed or a court order is provided, but we will not make recommendations about final decision(s). Furthermore, **if we are required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for our participation will be responsible for all charges related to our professional time, at a rate of \$195 per hour. These charges apply to time spent speaking with attorneys, reviewing and preparing documents, traveling, attending meetings related to the legal matter, testifying, and any other case-related costs.**

Financial Agreement

If a custody/guardianship arrangement exists, you and your child's other parent (or parents, in the case of a non-parent guardian) must settle any conflicts you have concerning insurance, payment for treatment, treatment, or other matters *prior to* engaging in services. Nautilus Behavioral Health, PLLC will not become involved in parents'/guardians' disputes about insurance, payment, or other issues pertaining to your child's participation in treatment. **By signing this document, you acknowledge that the relevant parties have agreed on the practical (e.g., scheduling) and financial**

aspects of treatment. Further, by signing this document, you agree that the custodial parent who initiated treatment is responsible for any and all financial responsibilities of treatment. If multiple parents/guardians are required to consent for treatment and/or are directly involved in treatment, you agree to submit a written statement, which is signed by all parties, that specifies who is responsible for treatment costs and for what portion they are responsible.

Termination of Treatment

Sometimes parents/guardians disagree about their child's need for treatment, financial aspects of treatment, their own involvement (or lack thereof) in treatment, their child's provider, and/or the treatment approach being used. Given the voluntary nature of your child's participation in services, you may terminate treatment at any time. Be aware that any other party with legal custody and the right to consent for your child's services may also terminate your child's treatment at any time. There are also times in which we determine that we cannot be effective in treating your child, which may be due to changes in your child's treatment needs, your child's refusal to participate or engage in treatment, poor attendance, lack of parental/guardian involvement in treatment and/or disruption of treatment by ongoing conflict between parents/guardians. If one or more of these issues become a hindrance to treatment, we will discuss termination, you will be provided with referrals and we will conduct a closing session(s), as appropriate. **By signing this document, you agree that upon termination of services, the financially responsible party/parties will be required to pay any outstanding balance.**



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Informed Consent for Mental Health Services

Patient Name: _____

Name of Person Completing this Form: _____

I hereby acknowledge that I have received, read and understand this Informed Consent Pertaining to Custody and Legal Involvement. I understand the policies and procedures of Nautilus Behavioral Health, PLLC. I recognize my rights and responsibilities with respect to receiving services from Nautilus Behavioral Health, PLLC.

This document shall serve as a written contract between myself and Nautilus Behavioral Health, PLLC. My initials on each page and signature on this page shall serve as my agreement with the information contained within.

By signing this document, I am verifying that I have the authority to give consent for the patient's healthcare and am giving consent for the patient to receive mental health services at Nautilus Behavioral Health, PLLC. By signing this document, I am also acknowledging that I am in part or in full financially responsible for the costs of treatment at Nautilus Behavioral Health, PLLC, based on my use of insurance and specific insurance benefits, and any existing custody and/or guardianship agreements.

Caregiver or Patient Signature

Caregiver or Patient Printed Name

Date

Provider Signature

Date