



## AGREEMENT FOR COLLATERALS

### **Introduction**

Thank you for accepting the invitation to assist in the treatment of \_\_\_\_\_.  
Your participation is important, and is sometimes essential to the success of the treatment. This document is to inform you about the risks, rights and responsibilities of your participation as a **collateral participant**.

### **Who is a collateral?**

A collateral is usually a spouse, family member, or friend, who participates in the therapy to assist the client. The collateral is not considered to be a client and is not the subject of the treatment. Psychologists have certain legal and ethical responsibilities to clients, and the privacy of the relationship between client and therapist is given legal protection. My primary responsibility is to my client, and I must place their interests first. As a collateral you have less privacy protection.

### **The role of collaterals in therapy**

The role of a collateral will vary greatly. For example, a collateral might attend one session, either alone or with the client, to provide information to the therapist and never attend another session. In another case a collateral might attend almost all of the client's sessions, and his/her relationship with the client may be a focus of the treatment. We will discuss your specific role in the treatment at our first meeting and other appropriate times.

### **Benefits and Risks**

Psychotherapy often engenders intense emotional experiences, and your participation may engender strong emotions. It may also expose or create tension in your relationship with the client. While your participation can result in better understanding of the client or an improved relationship, or even help in your own growth and development, there is no guarantee that this will be the case. Psychotherapy is a positive experience for most, but it is not helpful to all people.

### **Medical Records**

No record will be maintained on you in your role as a collateral. Notes about you may be entered into the client's chart. The client has a right to access the chart and material contained therein. It is sometimes possible to maintain the privacy of our communications. If that is your wish, we should discuss it before any information is communicated. You have no right to access the client's chart without the written consent of the client. You will not carry a diagnosis, and there is no individualized treatment plan for you.

### **Fees**

As a collateral, unless you are financially responsible for the client, you are not responsible for paying for my professional services.



### **Confidentiality**

Information in the client's chart or medical record, including any information you provide, is protected by federal and state law. It can only be released if the client specifically authorizes me to do so. There are some exceptions to this general rule:

- If I suspect you are abusing or neglecting a child or dependent adult, I am required to file a report with the appropriate agency.
- If I believe that you are a danger to yourself (suicidal), I will take actions to protect your life, even if I must reveal your identity to do so.
- If you threaten to harm another I must take necessary actions to protect that person, even if I must reveal your identity to do so.
- If you, or the client, is involved in a lawsuit, and a court requires that I submit information or testify, I must comply.
- If insurance is used to pay for the treatment, the clients' insurance company may require me to submit information about the treatment for claims processing purposes or for utilization review.

You are expected to maintain the confidentiality of the client in your role as collateral.

### **Do collaterals ever become a client?**

Collaterals may discuss their own problems in therapy, especially problems that interact with issues of the client. I may recommend formal therapy for you. Most often, but not always, I will refer you to another therapist for treatment in these situations.

### **Release of information**

The client is not required to sign an authorization to release information to the collateral when a collateral participates in therapy. The presence of the collateral with the consent of the client is adequate. It is my practice to request such an authorization from the client, however. This provides assurance that the full consent has been given for the client's confidential information to be discussed with the collateral in therapy.

### **Parents as collaterals**

Participation of parents, siblings, and other family members is common, often recommended, and can be quite helpful. Parents in particular have more rights and responsibilities in their role as collaterals than in other treatment situations where the client is not a minor. Please see the Consent For Treatment Of Minors form for more information, as well as the Client – Therapist Agreement. All forms are available on my website at [www.drscher.com](http://www.drscher.com).

If you have any questions about therapy, my procedures, or your role in this process, please discuss them with me. By signing below you indicate that you have read and understand this agreement .

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature