

PARENTAL CONSENT FOR TREATMENT OF MINORS

Note to clinician: *The sample language below relates to working with children and teens in individual treatment. It is recommended that clinicians meet first with the parents/guardians, and then with the children or teens, as appropriate to their developmental level. This will assist discussions with the child regarding confidentiality, information sharing, and records access. It also provides an opportunity for the clinician to decide whether to continue with the child's intake and treatment, based on the parents' responses to the contract.*

Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from your child's other parent, I will ask you to provide documentation that establishes custody rights or otherwise shows that you have the right to authorize treatment.

If you are separated or divorced from your child's other parent, it is my policy to notify the other parent that I am meeting with your child. I believe it is important that all parents know their child is receiving mental health treatment.

During your child's therapy, there may be disagreement among the parents and/or disagreement between the parents and myself regarding treatment. In such instances, I will make every effort to understand your perspectives and explain mine. Ultimately, parents have the final decision about continuing their child's therapy. However, I may request a few closing sessions with your child to end our relationship appropriately.

Individual Parent/Guardian Communication with Me

In the course of your child's treatment, I may meet with the parents/guardians separately or together. If I meet with you or other family members, I will include notes in your child's treatment records that will be available to any person or entity with legal access to that record.

Mandatory Disclosures of Treatment Information

In some situations, I am required by law or by the guidelines of my profession to disclose information, whether or not I have your or your child's permission. Confidentiality cannot be maintained in the following situations:

- Your child reveals a plan to cause serious harm or death to him/herself, and I believe the child has the intent and ability to carry out this threat in the very near future. I must inform a parent/guardian or others what the child has told me, how serious I believe this threat to be, and try to prevent the occurrence of such harm.

- Your child reveals a plan to cause serious harm or death to someone else, and I believe the child has the intent and ability to carry out this threat in the very near future. I must inform a parent/guardian or others. I also may be required to inform the person who is the target of the threatened harm, and the police.
- Your child is doing things that could cause serious harm to him/herself or to someone else, even if there is no intention to harm. I will need to use my professional judgment to decide whether a parent/guardian should be informed.
- Your child tells me, or I otherwise learn that, he/she is being neglected or abused — physically, sexually or emotionally — or has experienced neglect or abuse in the past. I am required by law to report the alleged abuse to the appropriate state child-protective agency.
- I am ordered by a court to disclose information.

Disclosure of Minor’s Treatment Information to Parents

Therapy is most effective when there is trust between the practitioner and the patient, and honoring privacy can help earn and maintain trust. It is important for children to have a “privacy zone” to discuss their personal matters without their thoughts and feelings being reported to their parents. This is particularly true for teens, as they develop independence and autonomy.

I will provide you with general information about your child’s treatment, but I will not share specifics that your child has disclosed without your child’s permission. This may include activities and behaviors of which you disapprove but do not put your child at risk of serious or immediate harm. However, if your child engages in risk-taking behavior that I feel puts your child in danger, I will inform you.

For example, if your child tells me about drinking alcohol at a few parties, I would keep this information confidential. However, if your child tells me about instances involving drinking and driving, I would inform you. You are also welcome to ask me about the type of information I would disclose, using hypothetical situations. (“If a child told you that he was doing _____, would you inform the parents?”)

There may be times when it is important for you to know about a situation in your child’s life. In these instances, I will encourage your child to share that information with you, and I will help your child find the best way to do this.

Disclosure of Minor’s Treatment Records to Parents

The laws of [*this state*] may give parents the right to see any written records I keep about your child’s treatment. However, by signing this agreement, you agree that your child should have a “privacy zone” in meetings with me, and you agree not to request access to your child’s written treatment records unless circumstances require it.

[IF APPLICABLE Agreement Not to Use Minor's Therapy Information/Records in Custody Litigation

When a family is in conflict due to parental separation or divorce, it is especially difficult for children. Although my sessions with your child may include discussing conflicts between the parents, my role is strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena my records or ask me to testify in court, or to provide letters or documentation expressing my opinion about parental fitness or custody/visitation arrangements.

Please note that this agreement may not prevent a judge from requiring my testimony, which I will do only if legally required to testify. I am ethically bound not to give my opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, I will provide information as needed, but I will not make any recommendation about the final decision(s).

Furthermore, if I am required to appear as a witness or to otherwise perform work related to any legal matter, I will be reimbursed at the rate of \$_____ per hour for time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.]

Consent for Treatment

Child/Adolescent Patient:

By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask me at any time.

Minor's Signature: _____ Date: _____

Parent/Guardian of Minor Patient:

Initial after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will receive periodic updates about his/her general progress, and may be asked to participate in therapy sessions. _____

Since my child is a minor, I have the legal right to request written records and session notes. However, I agree not to request these records in order to respect the confidentiality of my child's/adolescent's treatment. _____

I understand that I will be informed about situations that could endanger my child. I know the decision to breach confidentiality in such circumstances is up to the therapist's professional judgment, unless otherwise noted above. _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____