

### SERVICES PROVIDED TO MINORS

Client name: \_\_\_\_\_ Client DOB: \_\_\_\_\_

Please print name of parent/guardian signing on behalf of the minor client:

Name: \_\_\_\_\_ Relationship to client: \_\_\_\_\_

Please indicate if you have full legal custody of the minor client:  Yes  No

If YES, please provide any documents, such as court orders or decrees, confirming you have full legal custody.

If NO, please list other legal parent/guardian(s): \_\_\_\_\_

**Each parent/guardian with legal custody must sign this form for therapy to be provided.**

The therapy process ordinarily involves communication between the Mental Health Provider (from this point on, referred to as Provider) and the minor client about important and often very sensitive information concerning the minor client’s thoughts, feelings, behavior, and relationships. If the minor client does not trust that the information will be safeguarded appropriately, she or he may refuse to communicate openly with the Provider. This can hinder the minor client’s progress in therapy. The goal of therapy is to provide a safe place for the minor client to be able to process emotions, apprehensions, concerns, or issues without fear that what occurs in therapy will interfere with or create problems in the relationship with either parent/guardian. In order to achieve this goal, all parents/guardians acknowledge the importance of the therapeutic relationship as a relationship in which the minor client can be assured that what occurs in therapy will not be disclosed to third parties without the minor client’s consent, by the discretion of the Provider, or as required by law. The purpose of this agreement is to establish limits on when and how information related to therapy will be disclosed, so that the minor client has a “safe place” in which to discuss the information.

This Agreement covers all information that is exchanged between the Provider and the minor client during the course of therapy, as well as information about the minor client that may be obtained from “collateral” sources such as parents, teachers, other providers, and records maintained for therapy.

In many circumstances, parents are entitled by law to obtain information and records about their child’s therapy. If you, as the legal parent/guardian, choose to adhere to this agreement, you are voluntarily choosing not to exercise your right to obtain the information exchanged in therapy or the records of the therapy. If you choose not to adhere to this agreement, the Provider will not violate the law by improperly withholding the information/records but may, in that event, choose to terminate therapy services. It is the Provider’s intention that this agreement will be in effect until the minor client has reached the age of majority and decides whether the information or records related to therapy should be disclosed to you or others. There may be other limits established by law, court order, or other means for the disclosure of the information and records. If you are not aware of those limits, you should seek legal advice so that you understand how they may affect your legal interests.

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There are certain situations in which the Provider is a mandated reporter and may be required to disclose information and or records regarding your child's therapy, even if neither you nor the minor client give consent. These situations include, but are not necessarily limited to, the following:

- a. If the Provider receives information from the minor client or others, indicating that abuse or neglect of a minor or abuse or neglect of a vulnerable adult has occurred, the Provider may have to report that information to a law enforcement agency or to other government entities.
- b. If the minor client or another person has communicated to the Provider a threat of violence to the minor client, or to some other potential victim, the Provider may have to inform the potential victim and/or a law enforcement agency of the threat.
- c. If the Provider is required by a court order or subpoena to disclose information as directed by the order or subpoena.
- d. If an investigation is being conducted by a licensing board or other government entity, the Provider may have to disclose information as directed by that board or entity.
- e. If there is a federal or state law that requires the Provider to disclose information in other circumstances, the Provider may have to disclose the information to the extent required by that law.

In agreeing to services for the minor client, I agree to the following:

I agree that neither I, nor anyone otherwise authorized by me (for example, an attorney), will seek to compel the Provider to disclose any information or records related to therapy except when, and to the extent that the Provider determines, based on the Provider's professional judgment, that it is appropriate to do so.

I will not authorize an attorney, nor anyone else on my behalf, to compel the Provider, by subpoena or other means, to testify or produce any records related to therapy in any deposition, hearing, arbitration, trial, or other proceeding. If I, or anyone else on my behalf attempts to do so, I agree that I will be responsible for reimbursement for all lost income, attorney's fees, court costs, disbursements, and all other expenses incurred by the Provider for the purpose of responding to that attempt.

If I suspect anyone of neglecting or abusing the minor client, I will immediately contact a law enforcement agency and/or child protection services in lieu of coercing or otherwise forcing the Provider, or the minor client, to disclose to me, or anyone on my behalf, information or records related to the minor client's therapy.

I agree that the Provider will not be serving as an expert or forensic witness and will not issue any professional opinions verbally or in written form, related to therapy unless the Provider agrees to do so.

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Signature of Parent/Guardian/Legal Representative

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Date

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Signature of Parent/Guardian/Legal Representative

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Date

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Signature of Provider

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Date