

Minor Child Therapy Consent Agreement

(Print Child's Name)

_____/_____/_____
(Date Of Birth)

It is an honor to have you trust Engage Counseling Services with the opportunity to work with your child. Prior to beginning treatment, it is important for you to understand our approach to child therapy and agree to some rules about your child's confidentiality during his/her treatment. The information herein is in addition to the information contained in the Informed Consent and Disclosure.

Parent Authorization for Minor's Mental Health Treatment

To authorize mental health treatment for your child, parental consent is required. If the parents of the child have an intact marriage, the consent of one parent is sufficient. However, if you are separated or divorced from the child's other parent, consent from both parents is required along with a copy of the most recent custody decree that establishes custody rights of you and the other parent. Exceptions for both signatures include if you are widowed; if you are an unmarried mother in a custody dispute; if you are a single mother without any custody agreement; or if custody paperwork specifically gives you the sole right to make decisions.

If you are separated or divorced from the child's other parent, please be aware that it is my policy to notify the other parent that we are meeting with your child. We believe that all parents have the right to be involved in their child's mental health treatment.

Zone of Privacy

Therapy is most effective when a trusting relationship exists between the therapist and a child. Privacy is especially important in securing and maintaining that trust. It is necessary for children to establish a "zone of privacy" with their therapist that allows them to feel free to discuss personal matters. Therefore, it is our policy to provide you with general information about the treatment of your child, but we will not share with you what your child has disclosed to us without your child's consent. However, if we ever believe that your child has been abused or is at serious risk of harming him/herself or another, we will inform you. This "zone of privacy" extends to information contained in treatment records as well. By signing this agreement, you are waiving your right of access to your child's treatment records. We will be happy to provide a written treatment summary upon request.

The "zone of privacy" or "confidentiality" ***cannot be maintained*** when:

- Your child tells me they plan to cause serious harm or death to themselves, and we believe they have the intent and ability to carry out this threat in the very near future.
- Your child tells me they plan to cause serious harm or death to someone else, and we believe they have the intent and ability to carry out this threat in the near future.
- Your child tells me, or we otherwise learn that it appears your child is being neglected or abused--physically, sexually, or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, we are [may be] required by law to report the alleged abuse to the appropriate state child-protective agency.
- We are ordered by a court to disclose information.



In other situations, even though we have agreed to keep your child’s treatment information confidential, we may believe that it is important for you to know about a particular situation that is going on in your child’s life. In these situations, we will encourage your child to tell you, we will help your child tell you, or we will tell you directly. Also, when meeting with you, we may sometimes describe your child’s problems in general terms, without using specifics, to help you know how to be more helpful to your child.

Parent/Guardian Agreement Not to Use Minor’s Therapy Information/Records in Custody Litigation

When we agree to treat your child, your child’s mental health becomes our primary concern. Our responsibility to your child may include addressing parenting and family concerns, but it does not include providing testimony for child custody/visitation proceedings. By signing this document, you agree that neither you nor your attorneys will seek to subpoena our records, ask us to testify in court whether in person or by affidavit, refer to things we have said in any court petition, or to provide letters or documentation expressing our opinion about parental fitness or custody/visitation arrangements.

This agreement may not prevent a judge from requiring my testimony. If we are required to testify, we are ethically bound *not* to give my opinion about either parent’s custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, we will provide information to them as needed (after releases are signed), but we will not make any recommendation about the final decision. Furthermore, if we are required to appear in court as a witness, the party responsible for my participation agrees to reimburse me at the current rate per hour for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs.

Thank you for your understanding and cooperation. If you have any questions about the information contained in this contract, please discuss them with me prior to signing below. Your signature indicates legally-binding agreement with the terms set forth in this contract.

Parent #1 Print Name: _____

Parent/Guardian: _____ Date: ____/____/____
Signature

Parent #2 (If available) Print Name: _____

Parent/Guardian: _____ Date: ____/____/____
Signature

Therapist: _____ Date: ____/____/____
Signature
