

Divine Innovation Therapy, LLC

Consent for the Provision of Services to a Minor

Prior to beginning treatment, it is important for everyone to understand your therapist's approach to providing services to children and adolescents, and to agree to some rules about your child's confidentiality during his or her treatment. The information herein is in addition to the information contained in the CLIENT THERAPIST SERVICES AGREEMENT/INFORMED CONSENT. Under HIPAA, and APA Ethics Code, we are legally and ethically responsible to provide you with informed consent.

Authorization for Minor's Mental Health Treatment

To authorize mental health treatment for your child, you must have either sole or joint legal custody of your child and be authorized to grant permission for medical treatment.

In the state of Minnesota, a minor over the age of 16 can consent to behavioral health services on a temporary outpatient basis without parental consent.

Divorce

If you are separated or divorced from the other parent of your child, please notify your therapist immediately. Your therapist will ask you to provide her with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is typically your therapist's policy to notify the other parent that he or she is meeting with your child. If there is joint custody, the signature of both parents will be required. Regardless of the custodial arrangement, consent from both parents, is the preferred practice of Divine Innovation Therapy, LLC.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, your therapist will strive to listen carefully so that he or she can understand your perspectives and fully explain his or her perspective. You and the therapist can resolve such disagreements, or you can agree to disagree, so long as this enables your child's therapeutic progress.

Individual Parent/Guardian Communications with Treating Professional

During the therapist's treatment of your child, the therapist may meet with the child's parents or guardians either separately or together. Please be aware, however, that, always, your therapist's patient is your child – not the parents or guardians nor any siblings or other family members of the child.

If your child's therapist meets with you or other family members during your child's treatment, the therapist will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

Mandatory Disclosures of Treatment Information

In some situations, your child's therapist is required by law or by the guidelines of his or her profession to disclose information, whether she has your or your child's permission.

Your child's therapist will disclose information when:

- Child patients tell the therapist that they plan to cause serious harm or death to themselves, and the therapist believes that the child has the intent and ability to carry out this threat in the very near future. The therapist must take steps to inform a parent or guardian or others of what the child has told said and how serious he or she believes this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell the therapist that they plan to cause serious harm or death to someone else, and the therapist believes the child has the intent and ability to carry out this threat in the very near future. In this situation, the therapist must inform a parent or guardian or others and may be required to inform the person who is the target of the threatened harm and the police.
- To reduce the risk of harm from firearms, the therapist is required by law to call the police where the patient lives, if the therapist believes there is an imminent risk of harm to the patient or another.
- Minor patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, the therapist will need to use his or her professional judgment to decide whether a parent or guardian should be informed.
- Minor patients tell their therapist, or the therapist otherwise learns that it appears that a child, including the patient, 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, the therapist is required by law to report the alleged abuse to the appropriate state child-protective agency.
- The therapist is ordered by a court to disclose information.

Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the therapist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is our practice's policy for your child's therapist to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to your therapist without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then your child's therapist will need to use his or her professional judgment to decide whether your child is in serious and immediate danger of harm. If the therapist feels that your child is in such danger, the therapist will communicate this information to you.

For example, if your child tells the therapist that he or she has tried alcohol at a few parties, the therapist will keep this information confidential. Alternatively, if your child tells the therapist that he or she is drinking and driving or is a passenger in a car with a driver who is drunk, your therapist would not keep this information confidential from you.

Another example would be that if your child tells the therapist that he or she is having voluntary, protected sex with a peer, the therapist will keep this information confidential. On the other hand, if your child tells the therapist that, on several occasions, the child has engaged in unprotected sex with strangers or in unsafe situations, the therapist will not keep this information confidential.

You can always ask the therapist questions about the types of information he or she would disclose. You could ask in the form of “hypothetical situations,” such as: “If a child told you that he or she were doing _____, would you tell the parents?”

Even when you and your child’s therapist have agreed to keep your child’s treatment information confidential from you, the therapist 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, the therapist will encourage your child to tell you, and the therapist will help your child find the best way to do so. Also, when meeting with you, your child’s therapist 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.

Disclosure of Minor’s Treatment Records to Parents

Although parents may want the right to see any written records the therapist keeps about your child’s treatment, by signing this agreement, you are agreeing that your child or teen should have a “zone of privacy” in their meetings with their therapist and you agree not to request access to your child’s written treatment records.

Parent/Guardian Agreement Not to Use Minor’s Therapy Information/Records 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. Although the therapist’s responsibility to your child may require that he is helping to address conflicts between the child’s parents, the therapist’s role will be strictly limited to providing treatment to your child. You agree that in any child custody or visitation proceedings, neither of you will seek to subpoena your therapists’ records or ask your therapist to testify in court, whether in person or by affidavit.

Please note that your agreement may not prevent a judge from requiring the therapist’s testimony, even though the therapist will not do so unless legally compelled.

If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, the therapist will provide information as needed, if appropriate releases are signed or a court order is provided. Furthermore, if the therapist is required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for your therapist's participation agrees to reimburse the therapist at their hourly rate for the time spent traveling, speaking with attorneys, reviewing and preparing documents, testifying, being in attendance, and any other case-related costs.

Child/Adolescent Patient:

By signing below, you agree that you have read and understood the policies described above. If you have any questions as you progress with therapy, you can ask the therapist at any time.
(Age 14 and older) *

Minor's Signature* _____ Date _____

Parent/Guardian of Minor Patient:

Please 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 be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed.

Although I may have the legal right to request written records/session notes since my child is a minor, I agree NOT to request these records 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 this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

* For children 14 years and over.

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