



Catholic Community Services Yuma
Counseling and Behavioral Health Services
Informed Consent to Treatment for Minors for Separated or Divorced Families

I, \_\_\_\_\_, hereby attest that I have voluntarily entered into treatment at Catholic
Printed Name of Client

Community Services Yuma (CCS Yuma). Further, I consent to have treatment provided by a Provider who is either a Social Worker, Counselor, Intern Counselor and/or Support Staff in collaboration with the Clinical Supervisor, Troy Love, LCSW-10449. The Clinical Supervisor can be reached at 928-341-9400.

Treatment of Children and Adolescents

The involvement of children and adolescents in therapy can be highly beneficial to their overall development. Very often, it is best to see them with Parents and other family members (family sessions); sometimes they are best seen alone or in a group setting. Your Provider will assess which might be best for your child and make recommendations to you. Obviously, the support of all the Minor's Parent(s)/Guardian(s) is essential, as well as their understanding of the basic procedures involved in counseling children.

What to Expect

The purpose of meeting with a counselor or therapist is to get help with problems in your life that are bothering you or that are keeping you from being successful in important areas of your life. You may be here because you wanted to talk to a counselor or therapist about these problems. Or, you may be here because your parent, guardian, doctor or teacher had concerns about you. When you and your Provider meet, these problems will be discussed. Your Provider will ask questions, listen to you and suggest a plan for improving these problems. It is important that you feel comfortable talking to your Provider about the issues that are bothering you. Sometimes these issues will include things you don't want your parents or guardians to know about. For most people, knowing that what they say will be kept private helps them feel more comfortable and have more trust in their counselor or therapist. Privacy, also called confidentiality, is an important and necessary part of good counseling. The normal procedure for discussing issues that are in my child's therapy will be joint sessions that includes and their Provider, and other appropriate adults you agrees to

Child and Adolescents Best Interest

You, as the child/adolescent, will be your Provider's primary responsibility. It is important to understand that you agree that your Provider will not serve as an expert witness to testify on behalf of any Parent(s), Guardian(s) or any other individual. Any deposition, court proceeding or any other legal proceeding will be solely on the best interest of the child/adolescent. Because your Provider's role is that of the child's/adolescent's helper, your Provider will not become involved in legal disputes or other official proceedings unless compelled to do so by a court of law. Matters involving custody and mediation are best handled by another professional who is specially trained in those areas rather than by Your child's/adolescent's provider.

It is your Provider's discretion to meet or not meet with the Parent(s), Guardian(s), the family's attorney or another other party or attorney(s) in any custodial or divorce proceeding. The agency may also charge for the receipt of any correspondence, documentation, reporting, or telephone calls not relating to direct counseling services for the child/adolescent.

Confidentiality

As a general rule, your Provider will keep the information you share in sessions confidential, unless your Provider has your permission to disclose certain information. There are, however, important exceptions to this rule that are important for you to understand before you share personal information in a therapy session. In some situations, your Provider is required by law or by the guidelines of their profession to disclose information whether or not your Provider has your permission. These situations are:

- You share a plan to cause serious harm or death to yourself, and your Provider believes you have the intent and ability to carry out this threat in the very near future. Your Provider must take steps to inform a Parent or Guardian of what you have shared and how serious your Provider believes this threat to be. Your Provider must make sure that you are protected from harming yourself.

- You share a plan to cause serious harm or death to someone else who can be identified, and your Provider believes you have the intent and ability to carry out this threat in the very near future. In this situation, your Provider must inform your Parent or Guardian, and your Provider must inform the person who you intend to harm.
- You are doing things that could cause serious harm to you or someone else, even if you do not intend to harm yourself or another person. In these situations, your Provider will need to use my professional judgment to decide whether a parent or guardian should be informed.
- You tell your Provider you are or have been abused-physically, sexually, emotionally or exploited, or your Provider has reasonable suspicion that you are or have been abused physically, sexually, emotionally or exploited. Your Provider is required by Arizona State law to report the abuse to the Arizona Department of Child Services.
- You are involved in a court case and a request is made for information about your counseling or therapy. If this happens, your Provider will not disclose information without your written agreement unless the court requires orders the information. Your Provider will do what is possible, within the law to protect your confidentiality. If your Provider requires disclosure of information to the court, your Provider will inform you that this is happening.

### **Communicating with your Parent(s) or Guardian(s):**

The issue of confidentiality is critical in treating minors. When minors are seen with adults, what is discussed is known to those present. Minors seen in individual sessions (except under certain conditions) are not legally entitled to confidentiality (also called privilege); their parents have this right. However, unless children feel they have some privacy in speaking with a therapist, the benefits of therapy may be lost. Therefore, it is necessary to work out an arrangement in which children feel that their privacy is generally being respected, at the same time that parents have access to critical information.

Your Provider will not openly share with your Parent(s)/Guardian(s) specific things from the private therapy sessions. This includes activities and behavior that your Parent(s)/Guardian(s) would not approve of — or would be upset by — **but that do not put you or someone else at risk of serious and immediate harm**. However, if your **risk-taking behavior** becomes more serious, then your Provider will need to use their professional judgment to decide whether you or someone else is in serious and immediate danger of being harmed. If your Provider feels you are in such danger, this will be shared with your Parent or Guardian. Your Provider will prefer to have the discussion with you about the need for your Parent(s)/Guardian(s) to know, and allowing you to inform your Parent(s)/Guardian(s) in a family session; without delay.

### **Notice of Confidentiality and Professional Record Keeping**

The confidentiality of client information and records is protected under Federal Regulations and State Law, according to the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. As a minor, Arizona State law provides your Parent(s)/Guardian(s) with the right to request your written records. Please refer to your **“Notice of Privacy Practices,”** for additional information.

### **Communicating with Other Professionals**

**School:** Your Provider will not share any information with your school unless there is permission from you and permission from your Parent(s)/Guardian(s). There must be therapeutic reason for your Provider to work directly with your school, and your Provider will always serve the role of advocate in such situations, and professional judgment will always be used by your Provider.

**Doctors:** Sometimes your Doctor and your Provider may need to work together; for example, if you need to take medication in addition to seeing a counselor or therapist. Your Provider will get permission from you and permission from your Parent(s)/Guardian(s). The only time your Provider will share information with your Doctor, even if there is no permission from you, is if you are doing something that puts you at risk for serious and immediate physical/medical harm.

### **General Information**

Billing for services received will be consistent with the “Payment Contract for Service,” signed by the Responsible Party. CCS Yuma does not use cell phones, social media or telemedicine to provide therapeutic or supportive services. Requests for services must be made by calling our office at 928-341-9400 and scheduling an appointment. If you need to contact your Provider, you can call and leave a message, on our confidential voicemail. Your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If it is an emergency, or if you feel unable to keep yourself safe, 1) contact the Crisis Hotline at 1-866-495-6735, 2) go to your Local Hospital Emergency Room, or 3) call 911. We will make every attempt to

inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my cases. In the event your assigned Provider is no longer able to continue services, you will be re-assigned another Provider. It will be your choice if you would like to continue treatment services or be referred to another Provider. Your case may be staffed in a group supervision setting for clinical feedback and best practice approach, but your name will not be released.

**Minor Consent & Parent Agreement to Respect Privacy**

**Minor Therapy Client:** Signing below indicates that you understand the information above, and understand the limits to confidentiality. If you have any questions as therapy progresses, you can ask your Provider at any time.

\_\_\_\_\_  
Print Name (Minor) Signature Date

**Parent(s)/Guardian(s):** Check boxes and sign below indicating your agreement to respect your adolescent’s privacy:

- I/We agree to refrain from requesting detailed information about individual or group 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 family session as needed.
- I/ We understand that we have the right to request our Child’s records, because my Child is a minor. I will agree to respect the confidentiality of my Child and their treatment, and will NOT request for such records.
- I/We understand that I will be informed about situations that could endanger my Child or someone else. I know this decision to breach confidentiality in these circumstances is at the professional judgment of the Provider and/or their Clinical Supervisor.
- I/We agree to communicate our expectations to both our Child and their Provider of unsafe activities my Child may be engaged in, at the beginning of therapy, so my Child understands the extent of their confidentiality.

\_\_\_\_\_  
Print Name (Parent/Guardian) Signature Date

\_\_\_\_\_  
Print Name (Parent/Guardian) Signature Date

**Catholic Community Services Yuma Witness:**

\_\_\_\_\_  
Witness Printed Name, Position Signature Date