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## CONSENT TO TREAT A CHILD/ADOLESCENT

**Part I** In order for Professional Counseling Services of Ohio, LLC to treat a minor child (under 18 years of age), we must have the written consent of the child's parent(s) or legal guardians(s). Please indicate your consent for me to treat your child by signing the following statement.

I \_\_\_\_\_\_, state that I have the legal right to authorize Professional Counseling Services of Ohio, LLC and its therapists to provide mental health services to

\_\_\_\_\_ (DOB: \_\_\_\_\_\_) and do herewith authorize said services.

Signature

Date

**Part II** Under ORC 3701.74, parent(s) or legal guardian(s) have a right to complete access to all information concerning a child or adolescent involved in therapy. ORC 5122.04 provides client ages 14-18, confidential therapy for 6 visits or 1 month in certain circumstances. Therapists, under Ohio law, have ethical obligations under 4757-5 to protect the client's confidentiality; to protect the clients from possible harm, and to act in the best interests of the client. Under ORC 3109.05.1(H), the non-residential parent is entitled to access to records, under the same terms or conditions under which access is provided to the residential parent unless the Court determines that it would not be in the best interest of the child for the other parent to have access. Because of these competing legal obligations and ethical duties, for us to be successful in achieving a therapeutic alliance with your child, we will need to have an agreement that you will honor our ethical duties over your legal right to obtain records and/or testimony from us. We will need to inform your child that we also have ethical duties to inform their parent(s) or the Children Services Bureau where there has been a disclosure of imminent danger to the client or to others or where the information is so serious that the parents' ultimate responsibility for the client's welfare dictates that the parent(s) be kept informed. Absent those circumstances, we ask that you waive your right to obtain our records or testimony.

By signing this waiver clause, you agree that absent the conditions stated herein, all of the child's records shall remain confidential and that our testimony or records will not be demanded or subpoenaed by you or someone acting on your behalf.

Signature