

CONSENT TO TREAT A MINOR

Minor's Legal Name (print)

Minor's DOB

Address (City, State, Zip)

Phone

• I, the undersigned parent or legal guardian with authority to consent for the above minor child, voluntarily authorize the providers of this practice to evaluate, diagnose, and provide mental health treatment as clinically appropriate. This may include psychotherapy, psychological testing, and/or psychiatric medication management.

• I may revoke this consent in writing at any time, though revocation will not apply retrospectively to services already provided. In emergencies, necessary treatment may be initiated immediately to preserve life or safety.

This consent remains valid until the minor reaches the age of 18 or until revoked.

At Desert Streams, services may be provided by:

- **LPCs & LLPCs** – Licensed/limited licensed counselors (R 338.1751–1793).
 - **LMSWs & LLMSWs** – Social workers (R 338.2951–2999).
 - **LMFTs & LLMFTs** – Marriage & family therapists (R 338.7201–7249).
 - **LLPs & LPs** – Psychologists (R 338.2501–2559).
 - **Psychiatric-Mental Health Nurse Practitioner** authorized to prescribe under a practice agreement with an outside supervising physician (MCL 333.16215; PA 499 of 2016).
 - **Interns or practicum students**, practicing only under supervision.
- Each limited licensee or intern is supervised by a fully licensed professional. Supervisor name and license will be provided to the attending parent/guardian. Your child's care may be discussed in supervision or consultation to assure quality. Supervisors have legal and ethical responsibility for oversight.
- If desired, Desert Streams' Psychiatric-Mental Health NP can prescribe medication under the written practice agreement of a supervising physician. Medication consent is obtained separately by the attending /parent guardian.

Michigan Minor Consent Law (Mcl 330.1707)

- A minor **14 years or older** may request and receive up to **twelve (12) outpatient sessions or four (4) months** of therapy (whichever occurs first) **without parental consent**.
- "Reasonable efforts" to involve a parent or guardian are made unless, in the clinician's judgment, such contact would jeopardize the minor's wellbeing.
- After the 12th session or fourth month, continued treatment requires signed parental/guardian consent unless clinically contraindicated and documented.
- To protect the confidentiality rights of the minor, **such sessions will not be billed to insurance and must be paid out-of-pocket by the minor**, unless the minor and the legal guardian both agree in writing to use insurance benefits.
- Records of minor-initiated treatment are confidential and may be released to a parent/guardian **only** with the minor's written authorization or by court order (MCL 330.1707(3)). A brief treatment summary—not full notes—may be provided on written request (MCL 330.1707(4)).
- Minors of **any age** may consent to substance-use disorder services (42 CFR §2.14; MCL 722.623a for abuse reporting).
- Emergencies: If the minor presents a "serious danger to self or others" we may contact parents/guardians and/or emergency services without consent.

Telehealth (2025 Mi Telehealth Rule Set R 338.7001-7021)

Telehealth may be used when clinically appropriate; technology will comply with HIPAA and, when applicable, 42 CFR Part 2. The attending parent/guardian may refuse telehealth at any time without loss of other services.

Limits Of Confidentiality

All communications are privileged and confidential except as required or permitted by law, including but not limited to:

- Suspected child, dependent-adult, or elder abuse or neglect (MCL 722.623).
- Imminent risk of serious harm to the client or others (Tarasoff duties codified in MI case law; MCL 330.1946 duty to hospitalize or warn).
- Court orders, subpoenas, or other valid legal processes.
- Supervisory consultations (only data essential to oversight), case staffing, quality assurance audits, and administrative staff tasks (limited to minimum necessary data).
- Billing, collections, or insurance purposes under HIPAA.
- Parental right of access when the client is under 18 and treatment was parent-initiated (unless services fall under the minor-consent provisions described above).
- Public-health reporting obligations.

A complete HIPAA/42 CFR Part 2 Notice of Privacy Practices is provided separately and incorporated herein by reference.

Communication, Billing & Financial Responsibility

- The attending parent/guardian who brings the minor to an appointment assumes full financial responsibility for all fees, copays, deductibles, or insurance denials incurred at that visit, regardless of custody arrangements or subsequent disputes between parents/guardians. Desert Streams is not bound by custody agreements unless a court order is provided and verified by our office prior to treatment.
- Our practice is not a party to divorce, custody, or support agreements. We will not bill one parent on behalf of another unless there is a valid court order on file requiring such billing, and the order has been provided to us in advance.
- Unpaid balances over 60 days may be referred to collections, at which time the minimum-necessary identifying information will be disclosed.

Emergencies & After-Hours

Our office is **not** a 24-hour crisis center. For life-threatening emergencies call 911 or go to the nearest emergency department. For urgent mental-health crises, you may also call the Mobile Crisis Response (for child and adolescent services) 269-373-6000.

Acknowledgment & Consent

I, the undersigned parent/guardian, understand the risks, benefits, financial responsibilities, minor consent laws, and confidentiality limits described above. I hereby authorize Desert Streams and its providers to evaluate and treat my child. I understand that I may revoke this consent in writing at any time. Revocation applies prospectively; any actions taken based on prior consent remain valid but will not permit future uses unless reauthorized.

Legal Guardian (print), Attach Proof of Authority, if applicable	Relationship to Minor
Address (City, State, Zip)	Email/Phone
Legal Guardian's Signature	Date