



Treatment Consent Agreement for Legal Guardians of Minors

Client Name: _____ DOB: _____

Legal Guardian 1: _____

Legal Guardian 2: _____

This Treatment Consent Agreement (“Agreement”) is made and entered as of the last day signed by all parties (“Effective Date”) by and between Maryland Integrative Counseling Associates, LLC and all employees, subcontractors, and other agents hired to work with clients (“MICA”), and the above listed Legal Guardian (each a “Parent”). In this Agreement, MICA and each Parent may be individually referred to as a “Party” and collectively referred to as the “Parties.”

Parents are the legal guardians of minor child(ren) and seek to have MICA treat and/or evaluate such minor children. In order to protect MICA’s work and to ensure that MICA provides impartial and confidential services that are solely for the welfare and protection of each client MICA treats and/or evaluates, MICA wants to specify what involvement MICA shall have, if any, in any legal and/or administrative proceeding in which the Parents are or may become involved in concerning divorce and/or the custody of minor child(ren).

The Parents and MICA agree as follows:

1. **Treatment of Client.** MICA shall treat and/or evaluate the above listed minor child (“Client”).

2. **Parent Agreement to all of MICA’s policies.** Each Parent agrees to the following:
 - 2.1. Harm to Client and MICA if MICA is involved in legal proceeding. Causing MICA to become involved in court or other legal proceedings concerning the Client(s) is destructive to the welfare of the Client(s) and injurious to the mission and effectiveness of MICA and MICA’s work.
 - 2.2. Parent shall take no action to compel MICA’s involvement in a legal proceeding. No Parent shall take, and no Parent shall request or permit any of their agents to take on their behalf, any action whatsoever that would compel MICA to: (a) testify, orally or in writing, or (b) to produce any documents in its control, about any subject matter related to or arising from or out of the treatment or evaluation by MICA of the Client(s) (“Prohibited Action”). Prohibited Actions include, but are not limited to, issuing or requesting the issuance of a subpoena.
 - 2.3. All MICA files and communications concerning Client(s) are confidential. All files, information, conversations with, and/or opinions of MICA or MICA’s agents, pertaining to the Client(s) are confidential (“Confidential Information”). Except to the extent required by a compulsory legal process, neither MICA, nor any of MICA’s agents shall disclose, reveal, or



discuss any Confidential Information with anyone except the Client(s) and, if permitted by law, the parent(s) or legal guardian(s).

2.4. Parent agreement to MICA's Policy is essential to undertaking treatment. Each Parent's agreement to be bound by this Agreement is essential to MICA's agreement to treat and/or evaluate the Client(s). Each Parent agrees and understands that without their agreement to be bound by the terms and conditions of this Agreement, MICA would not treat and/or evaluate the Client(s).

2.5. Confidentiality does not exist between MICA and each Parent. MICA does not respect confidentiality between Parents or other Legal Guardians. Any communication to MICA by a single Parent, including writings, email, phone conversations, or in-person, as well as any documentation thereof is the property of all Parents and Legal Guardians. Therefore, no confidentiality can exist between MICA and a single Parent.

3. **Governing Law.** This Agreement shall be governed under the laws of the State of Maryland, without regard to such state's conflicts of laws principles. To the fullest extent permitted by law, each Party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to this Agreement.

4. **Attorneys' Fees.** If any action or proceeding is commenced by MICA for the enforcement of or in connection with this Agreement, the Parents shall be responsible for MICA's attorneys' fees, costs, and disbursements incurred in connection with such action.

5. **Severability.** If any provision of this Agreement should for any reason be held invalid, unenforceable, or contrary to public policy, the remainder of the Agreement shall remain in full force and effect notwithstanding.

6. **Waiver.** No provision of this Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of this Agreement constitutes a waiver of future enforcement of that provision or of any other provision of this Agreement.

7. **Headings; Interpretations.** The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of this Agreement and its counterparts including facsimile or PDF signatures of the Parties.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement.



*Innovative Counseling and Therapeutic Services
For Children, Adults, Couples, and Families*

www.MICAtherapy.com

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Signatures:

By signing below, each Party acknowledges that they have read and understood the terms and conditions set forth in this Agreement and that they voluntarily agree to abide by this Agreement.

Parent/Guardian 1:

Signature Date

Printed Name

Parent/Guardian 2:

Signature Date

Printed Name

MICA Representative:

Signature Date

Printed Name