**CONSENT FOR HEALTHCARE SERVICES**

**(Minor)**

I, the parent/guardian, agree to the following on behalf of myself and the patient:

1. **Scope of Available Services**. I have read the brochure information and/or online information for the Loyola University of Chicago (“LUC”) Wellness Center (the “LUC WC”) and have been informed of and understand the scope of the healthcare services offered to the patient by the LUC WC, whether in-person or via telehealth.
2. **Consent to Treat**. I consent to medical and counseling treatment and services, diagnostic procedures and administration of medications deemed necessary and appropriate to treat the patient’s condition or illness. I consent to the administration of vaccines mandated by Illinois state law or recommended by the Centers for Disease Control (“CDC”), including vaccinations for Tetanus, Diphtheria, Pertussis, Measles, Mumps, Rubella, Influenza and COVID-19/Coronavirus Disease (“COVID-19”), unless medically contraindicated or for religious reasons. I understand, consent and agree that treatment may be provided by Physicians, Physician’s Assistants, Nurse Practitioners, Registered Nurses, Registered Dietitians, Psychiatrists, Psychologists, Licensed Clinical Social Workers, support staff who are employees of or provide services to LUC and graduate students in training (under the supervision of appropriate personnel) (collectively, “LUC WC Providers”). Outside lab services may be provided through contractors retained by the LUC WC. Electronic Health Record (“EHR”) will be used and the information in the EHR will be available to appropriate LUC WC Providers and to any other person or party to whom I consent. I understand that LUC WC Providers will explain why treatment, counseling services, tests or procedures are necessary and they will review common risks, benefits and alternatives with the patient. I also understand I have the right to refuse any treatment, procedure or medications deemed medically necessary by the treating LUC WC Providers. I understand that I may revoke my consent at any time. This consent is voluntary and not mandatory.
3. **Parent/Guardian Consent Not Needed.** Conditions when parent/guardian consent is not needed for the treatment of a minor include those conditions listed in ***Exhibit A*** to this consent.
4. **Use and Disclosure of Patient Information**. I understand, consent and agree that the LUC WC may receive, use and disclose information concerning the patient's care, prescription medications, test results and health care, for evaluation, treatment, payment and health care operations purposes including but not limited to the disclosures described in this consent, disclosures to lab, medical, nursing and mental health providers in order to facilitate the patient’s healthcare and disclosures to appropriate applicable international, federal, state, and local governments, departments, agencies and public health authorities as may be required, permitted or otherwise allowed by law. I consent to the release of the patient’s immunization and vaccination records to the LUC LOCUS account. In addition, as part of the multidisciplinary services offered to the patient at the LUC WC, LUC WC Providers may consult with other LUC WC Providers. Because the LUC WC is in an academic setting, clinical psychology students, nursing students, social work students or other students who are doing a part of their clinical practicum in the LUC WC, along with their clinical faculty, may have access to the patient’s record as a part of their professional clinical experience. LUC departments and units involved with LUC WC billing will know that the patient has obtained service but not the nature of that service. Outside referral labs may need diagnostic information about the patient in order to process the patient’s lab tests. These disclosures are a part of regular business operations at the LUC WC.

Further, I consent to disclosure by LUC and the others set forth in this paragraph of the patient’s identifiable health information related to any tests results, diagnosis for or vaccination for COVID-19 or other communicable virus or disease (“Other Communicable Disease” and together with COVID-19, “Communicable Diseases”) to other departments and units in LUC and applicable LUC employees, agents and contractors, including without limitation LUC WC, Residence Life, Campus Safety, Facilities, Housekeeping, Dining Services and Dean of Students, and to applicable international, federal, state, and local governments, departments and agencies based on applicable international, federal, state, and local public health and safety laws, rules, regulations, guidance, policies, directives and plans, as amended, supplemented, updated and replaced from time to time (“Public Health Requirements”). The purpose of this consent is to assist in accessing and evaluating Communicable Disease results for the health, safety and welfare of the LUC community and others, for compliance with Public Health Requirements and for follow-up purposes, including without limitation quarantine, exposure evaluation and contact tracing purposes.

In addition to the foregoing, I have consented to and opted-in to authorize, allow and permit LUC WC to share and disclose the patient’s immunization and vaccination records (including without limitation the patient’s COVID-19 immunization and vaccine records) with the State of Illinois through the Illinois Comprehensive Automated Immunization Registry Exchange (I-CARE).

1. **Confidentiality Provision for the Patient.**
   1. I understand that the confidentiality between the patient and the LUC WC Providers described above will be maintained for specific health conditions and procedures when authorized by minor consent laws in the state of Illinois as referenced above. In those situations, information about the patient will not be given or discussed with me unless the patient agrees. This means the LUC WC will not talk about the patient with me, the parent/guardian, unless the LUC WC is given permission to do so by the patient when the law gives the patient the right to consent as a minor.
   2. Except as required by law, as set forth in this consent, as set forth in any Wellness Center Advocate Consent to Disclose Confidential Information or as I otherwise give explicit permission to do so, information about the patient’s healthcare will not be given to anyone outside of the LUC WC. This means the LUC WC will not talk about the patient to teachers, police or anyone else, except as required by law, as set forth in this consent, as set forth in any Wellness Center Advocate Consent to Disclose Confidential Information or as I otherwise give explicit permission to do so.
   3. Just as the LUC WC Providers agree to protect the patient's confidentiality, the patient will respect the confidentiality of all other patients that they may see while in the LUC WC. This means that if the patient sees another patient in the LUC WC and/or hears information about someone else that may be personal, the patient will keep that information to themselves and not discuss it with anyone else.
   4. I have the right to review the patient’s medical or psychiatric record with LUC WC Providers and make a copy of the patient’s records.
2. **Treating Providers Not Available at All Times.** I understand that the LUC WC will not have LUC WC Providers available at all times. When the LUC WC is not available or in the event of a significant medical event or emergency the patient may be advised to proceed to the nearest Emergency Department or Urgent Care Facility.
3. **Charges**. I understand I am responsible for all charges associated with medicine received, procedures done or tests done at the LUC WC. I understand the LUC WC does not submit bills to my insurance.
4. **Telehealth Services**. I am informed about, understand, and knowingly acknowledge and agree to certain risks, consequences and limitations associated with the use of Telehealth Services. I have read and understand and agree to the following information about Telehealth Services and all my questions have been answered.
   1. *General.* Telehealth Services, as used in this consent, may refer to counseling sessions or medical visits that occur via telephone or videoconference (whether via a smart phone with videoconferencing capability or by tablet or computer, using an authorized, non-public facing videoconferencing technology, as described below). Telehealth Services are offered to improve access to counseling and medical visits when physical distance or other significant barriers make face-to-face, campus-based counseling and medical visits infeasible. The meaning and scope of Telehealth Services is subject to applicable federal and Illinoi laws, rules, regulations and orders in effect and as amended from time to time, including the Illinois Telehealth Act.
   2. *Efficacy.* The efficacy of Telehealth Services may be less than that of in-person services, and the results of Telehealth Services cannot be guarantee or assured. Moreover, Telehealth Services may not be the best choice or an appropriate means of providing service to certain persons and for a number of reasons including, but not limited to: persons presenting a heightened risk of harm to oneself or others; a patient’s lack of access to, or the LUC WC Provider’s or patient’s difficulty with, communications technology; significant communications service disruptions; the need for an in-person physical assessment to diagnose or treat a medical problem; or the need for more intensive, personal services. In such cases, the LUC WC Providers will help establish referrals to the appropriate services.
   3. *Medical Telehealth Services.* With respect to medical Telehealth Services visits, during the Telehealth Services consultation:
      1. Details of the patient’s medical history, examinations, diagnostic services and results, and tests will be discussed with LUC WC Providers through the use of interactive video, audio and telecommunication technology.
      2. A physical examination of the patient may take place.
      3. The LUC WC will not make video, audio or photo recordings of the patient’s Telehealth Services visit, but please be aware that the operator of the telephone or videoconference platform used for Telehealth Services may be able to hear, observe or have a backup copy of Telehealth Services communications.
      4. Conditions that include minor illnesses that include cough/bronchitis, ear infections, earaches, heartburn, indigestion, mouth/oral conditions, nausea, vomiting, diarrhea, pink eye, sties, sinus infections, sore/strep throats, minor injuries, skin conditions, urinary tract infections, vaginal discharge and vaginitis will be treated at the discretion of the LUC WC Providers.
      5. Any medical/surgical condition or conditions that are perceived inappropriate for a Telehealth Services consultation with the LUC WC will be given appropriate community referrals to medical providers and/or specialists outside of the LUC WC for in-person evaluation.
   4. *Telehealth Services Risks.* I understand the following potential risks, consequences and limitations of Telehealth Services:
      1. Telehealth Services are not a substitute for face-to-face counseling or medical appointments. It is an alternative form of counseling and medical consultation with certain inherent limitations.
      2. Telehealth Services have potential benefits, but there are risks associated with telephone and videoconferencing that differ from in-person sessions, such as the risk of diminished privacy and the possible disclosure of confidential information.
      3. Telehealth Services normally will not be appropriate if the patient is having a medical emergency, psychiatric crisis, acute psychosis or suicidal or homicidal thoughts.
      4. Telehealth Services may be ineffective to fully communicate visual, verbal and non-verbal cues, which may increase the likelihood of the LUC WC Provider and patient misunderstanding each other.
      5. Telehealth Services may have disruptions or delays in the service and quality of the technology used.
      6. I agree that the patient will only use Telehealth Services with a secure internet or cellular connection. I agree that the patient will not use public/free Wi-Fi that is accessible without a password.
      7. Security protocols associated with the non-public facing telephone or video technology could fail and the patient’s confidential information could be accessed by unauthorized persons. I agree that the patient and/or I will install all security updates recommended by LUC for the telephone or videoconferencing platform that the patient will be using for Telehealth Services.
   5. *Back-Up Plan.* The use of Telehealth Services also requires a back-up plan in case of technology failure, and, therefore, I agree to the following:
      1. The most reliable backup is a phone. I acknowledge that the patient must always have a phone available and make sure that LUC WC Provider knows the phone number.
      2. If either party gets disconnected from a Telehealth Services session, this will end the session, and both parties will try to restart the session. If they cannot do so within five minutes, I agree that the LUC WC Provider will call the patient at the number that I supplied on the patient information form and for Telehealth Services counseling sessions.
      3. If the LUC WC Provider is concerned that the patient may be having a medical or mental health emergency, I authorize the LUC WC Provider to call the patient’s emergency personal contact person listed in this consent and, if necessary, the law enforcement contact in the patient’s area.
   6. *Teleconferencing.* When utilizing Telehealth Services, I consent to the LUC WC Providers’ use of standard Zoom teleconferencing software (not Zoom Healthcare) with Apple Facetime as a back-up teleconferencing option. LUC WC Providers will engage in Telehealth Services visits and sessions only from a private location where the patient will not be heard or interrupted. When receiving Telehealth Services, it is also required that the patient:
      1. Only engage in sessions when the patient is physically in the state of Illinois, which is where LUC WC Providers are licensed. The LUC WC Provider will confirm this each session.
      2. Engage in sessions only from a private location where the patient will not be overheard or interrupted.
      3. Use the patient’s own smartphone, tablet or computer.
      4. Ensure that the patient’s smartphone, tablet or computer has updated operating and anti-virus software.
      5. Do not record any sessions.
5. **Emergency Contact.** 
   1. If the patient is ever experiencing a mental health crisis or medical or other emergency, the patient will call 911 or go to the patient’s nearest emergency room.
   2. If the patient needs to contact the LUC WC for a mental health crisis and cannot reach the patient’s normal LUC WC Provider, the patient can also call 773-508-2530 and press option 3 to speak to a LUC WC Provider urgently when the LUC WC is closed.
   3. In the event the patient is unable to reach LUC WC Provider or the LUC WC, the patient can also contact the following non-LUC-affiliated crisis response resources: 24-hour Suicide Prevention & Crisis Line (916) 368-3111, or Lifeline 1-800-273-8255. The patient may also contact the crisis text line: <https://www.crisistextline.org/>, text HOME to 741741 (24 hours).
   4. So that LUC WC is able to get the patient help in the case of an emergency and for the patient’s safety, the following are important and necessary. By signing this consent, I am acknowledging that I understand and agree to the following: If LUC WC is concerned about the patient and loses contact with the patient (e.g., the patient fails to show for a scheduled counseling videoconference, the patient doesn’t respond to our follow-up attempts, etc.), LUC WC will contact the patient by phone to check on the patient’s well-being. In addition, if LUC WC is uncertain of the patient’s safety or the safety of others, by signing this consent, I authorize LUC WC to contact the following emergency contact (e.g., a close personal contact such as a parent, spouse, life partner, sibling, or roommate) or emergency services in the patient’s area in order to ensure the patient’s safety.

Personal contact:

Name Relationship Phone

**Parent/Guardian:** I hereby voluntarily grant permission for the LUC WC or authorized representatives to furnish such medical and counseling care as the patient may require, including examinations, treatment, immunizations and so forth and to the types of disclosures that are contemplated in this consent. I am granting consent for the duration of time that the patient seeks services at the LUC WC. This permission is conditioned upon the understanding that in the event of serious illness or the need for hospitalization and or surgery, the LUC WC Director/designee will use reasonable effort to contact me. Failure in such efforts, however, should not prevent the LUC WC Director/designee from obtaining such emergency treatment as may be necessary under the circumstances. I give informed consent to use both in-person and Telehealth Services in the patient’s care.

Name of Patient: \_

Relationship of Patient to Parent/Guardian: \_

Name of Parent/Guardian: Date: \_

Signature of Parent/Guardian:

**Verbal consent:** Consent for treatment document reviewed verbally by phone with Parent/Guardian. Parent/Guardian gave verbal consent and verbalized understanding. Parent/Guardian was given the opportunity to ask and have questions answered.

Verbal consent for treatment obtained from: Date:

Relationship to patient: Consent obtained by: \_

Signature of person obtaining consent: Date: \_

Third Party (non-patient) witness to verbal consent: \_

Signature of Third Party Witness: Date: \_

***Exhibit A***

**Conditions when parent/guardian consent is not needed for the treatment of a minor include:**

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| (410 ILCS 210/0.01) (from Ch. 111, par. 4500)     Sec. 0.01. Short title. This Act may be cited as the Consent by Minors to Health Care Services Act. (Source: P.A. 100-378, eff. 1-1-18.) |

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| (410 ILCS 210/1) (from Ch. 111, par. 4501)     Sec. 1. Consent by minor. The consent to the performance of a health care service by a physician licensed to practice medicine in all its branches, a chiropractic physician, a licensed optometrist, a licensed advanced practice registered nurse, or a licensed physician assistant executed by a married person who is a minor, by a parent who is a minor, by a pregnant woman who is a minor, or by any person 18 years of age or older, is not voidable because of such minority, and, for such purpose, a married person who is a minor, a parent who is a minor, a pregnant woman who is a minor, or any person 18 years of age or older, is deemed to have the same legal capacity to act and has the same powers and obligations as has a person of legal age. (Source: P.A. 99-173, eff. 7-29-15; 100-378, eff. 1-1-18; 100-513, eff. 1-1-18; 100-863, eff. 8-14-18.) |

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| (410 ILCS 210/1.5)     Sec. 1.5. Consent by minor seeking care for limited primary care services.     (a) The consent to the performance of primary care services by a physician licensed to practice medicine in all its branches, a licensed advanced practice registered nurse, a licensed physician assistant, a chiropractic physician, or a licensed optometrist executed by a minor seeking care is not voidable because of such minority, and for such purpose, a minor seeking care is deemed to have the same legal capacity to act and has the same powers and obligations as has a person of legal age under the following circumstances:         (1) the health care professional reasonably believes |
| |  |  | | --- | --- | |  | that the minor seeking care understands the benefits and risks of any proposed primary care or services; and | |
| (2) the minor seeking care is identified in writing |
| |  |  | | --- | --- | |  | as a minor seeking care by: | |
| (A) an adult relative;             (B) a representative of a homeless service |
| |  |  | | --- | --- | |  | agency that receives federal, State, county, or municipal funding to provide those services or that is otherwise sanctioned by a local continuum of care; | |
| (C) an attorney licensed to practice law in this |
| |  |  | | --- | --- | |  | State; | |
| (D) a public school homeless liaison or school |
| |  |  | | --- | --- | |  | social worker; | |
| (E) a social service agency providing services |
| |  |  | | --- | --- | |  | to at risk, homeless, or runaway youth; or | |
| (F) a representative of a religious organization.     (b) A health care professional rendering primary care services under this Section shall not incur civil or criminal liability for failure to obtain valid consent or professional discipline for failure to obtain valid consent if he or she relied in good faith on the representations made by the minor or the information provided under paragraph (2) of subsection (a) of this Section. Under such circumstances, good faith shall be presumed.     (c) The confidential nature of any communication between a health care professional described in Section 1 of this Act and a minor seeking care is not waived (1) by the presence, at the time of communication, of any additional persons present at the request of the minor seeking care, (2) by the health care professional's disclosure of confidential information to the additional person with the consent of the minor seeking care, when reasonably necessary to accomplish the purpose for which the additional person is consulted, or (3) by the health care professional billing a health benefit insurance or plan under which the minor seeking care is insured, is enrolled, or has coverage for the services provided.     (d) Nothing in this Section shall be construed to limit or expand a minor's existing powers and obligations under any federal, State, or local law. Nothing in this Section shall be construed to affect the Parental Notice of Abortion Act of 1995. Nothing in this Section affects the right or authority of a parent or legal guardian to verbally, in writing, or otherwise authorize health care services to be provided for a minor in their absence.     (e) For the purposes of this Section:     "Minor seeking care" means a person at least 14 years of age but less than 18 years of age who is living separate and apart from his or her parents or legal guardian, whether with or without the consent of a parent or legal guardian who is unable or unwilling to return to the residence of a parent, and managing his or her own personal affairs. "Minor seeking care" does not include minors who are under the protective custody, temporary custody, or guardianship of the Department of Children and Family Services.     "Primary care services" means health care services that include screening, counseling, immunizations, medication, and treatment of illness and conditions customarily provided by licensed health care professionals in an out-patient setting, eye care services, excluding advanced optometric procedures, provided by optometrists, and services provided by chiropractic physicians according to the scope of practice of chiropractic physicians under the Medical Practice Act of 1987. "Primary care services" does not include invasive care, beyond standard injections, laceration care, or non-surgical fracture care. (Source: P.A. 99-173, eff. 7-29-15; 100-378, eff. 1-1-18; 100-513, eff. 1-1-18; 100-863, eff. 8-14-18.) |

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| (410 ILCS 210/2) (from Ch. 111, par. 4502)     Sec. 2. Any parent, including a parent who is a minor, may consent to the performance upon his or her child of a health care service by a physician licensed to practice medicine in all its branches, a chiropractic physician, a licensed optometrist, a licensed advanced practice registered nurse, or a licensed physician assistant or a dental procedure by a licensed dentist. The consent of a parent who is a minor shall not be voidable because of such minority, but, for such purpose, a parent who is a minor shall be deemed to have the same legal capacity to act and shall have the same powers and obligations as has a person of legal age. (Source: P.A. 99-173, eff. 7-29-15; 100-378, eff. 1-1-18; 100-513, eff. 1-1-18; 100-863, eff. 8-14-18.) |

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| (410 ILCS 210/3) (from Ch. 111, par. 4503)     Sec. 3. (a) Where a hospital, a physician licensed to practice medicine in all its branches, a chiropractic physician, a licensed optometrist, a licensed advanced practice registered nurse, or a licensed physician assistant renders emergency treatment or first aid or a licensed dentist renders emergency dental treatment to a minor, consent of the minor's parent or legal guardian need not be obtained if, in the sole opinion of the physician, chiropractic physician, optometrist, advanced practice registered nurse, physician assistant, dentist, or hospital, the obtaining of consent is not reasonably feasible under the circumstances without adversely affecting the condition of such minor's health.     (b) Where a minor is the victim of a predatory criminal sexual assault of a child, aggravated criminal sexual assault, criminal sexual assault, aggravated criminal sexual abuse or criminal sexual abuse, as provided in Sections 11-1.20 through 11-1.60 of the Criminal Code of 2012, the consent of the minor's parent or legal guardian need not be obtained to authorize a hospital, physician, chiropractic physician, optometrist, advanced practice registered nurse, physician assistant, or other medical personnel to furnish health care services or counseling related to the diagnosis or treatment of any disease or injury arising from such offense. The minor may consent to such counseling, diagnosis or treatment as if the minor had reached his or her age of majority. Such consent shall not be voidable, nor subject to later disaffirmance, because of minority. (Source: P.A. 99-173, eff. 7-29-15; 100-378, eff. 1-1-18; 100-513, eff. 1-1-18; 100-863, eff. 8-14-18.) |

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| (410 ILCS 210/4) (from Ch. 111, par. 4504)     Sec. 4. Sexually transmitted disease; drug or alcohol abuse. Notwithstanding any other provision of law, a minor 12 years of age or older who may have come into contact with any sexually transmitted disease, or may be determined to be an intoxicated person or a person with a substance use disorder, as defined in the Substance Use Disorder Act, or who may have a family member who abuses drugs or alcohol, may give consent to the furnishing of health care services or counseling related to the prevention, diagnosis, or treatment of the disease. Each incident of sexually transmitted disease shall be reported to the State Department of Public Health or the local board of health in accordance with regulations adopted under statute or ordinance. The consent of the parent, parents, or legal guardian of a minor shall not be necessary to authorize health care services or counseling related to the prevention, diagnosis, or treatment of sexually transmitted disease or drug use or alcohol consumption by the minor or the effects on the minor of drug or alcohol abuse by a member of the minor's family. The consent of the minor shall be valid and binding as if the minor had achieved his or her majority. The consent shall not be voidable nor subject to later disaffirmance because of minority.     Anyone involved in the furnishing of health services care to the minor or counseling related to the prevention, diagnosis, or treatment of the minor's disease or drug or alcohol use by the minor or a member of the minor's family shall, upon the minor's consent, make reasonable efforts, to involve the family of the minor in his or her treatment, if the person furnishing treatment believes that the involvement of the family will not be detrimental to the progress and care of the minor. Reasonable effort shall be extended to assist the minor in accepting the involvement of his or her family in the care and treatment being given. (Source: P.A. 100-378, eff. 1-1-18; 100-759, eff. 1-1-19; 101-214, eff. 1-1-20.) |
| (410 ILCS 210/5) (from Ch. 111, par. 4505)     Sec. 5. Counseling; informing parent or guardian. Any physician licensed to practice medicine in all its branches, advanced practice registered nurse, or physician assistant, who provides diagnosis or treatment or any licensed clinical psychologist or professionally trained social worker with a master's degree or any qualified person employed (i) by an organization licensed or funded by the Department of Human Services, (ii) by units of local government, or (iii) by agencies or organizations operating drug abuse programs funded or licensed by the Federal Government or the State of Illinois or any qualified person employed by or associated with any public or private alcoholism or drug abuse program licensed by the State of Illinois who provides counseling to a minor patient who has come into contact with any sexually transmitted disease referred to in Section 4 of this Act may, but shall not be obligated to, inform the parent, parents, or guardian of the minor as to the treatment given or needed. Any person described in this Section who provides counseling to a minor who abuses drugs or alcohol or has a family member who abuses drugs or alcohol shall not inform the parent, parents, guardian, or other responsible adult of the minor's condition or treatment without the minor's consent unless that action is, in the person's judgment, necessary to protect the safety of the minor, a family member, or another individual.     Any such person shall, upon the minor's consent, make reasonable efforts to involve the family of the minor in his or her treatment, if the person furnishing the treatment believes that the involvement of the family will not be detrimental to the progress and care of the minor. Reasonable effort shall be extended to assist the minor in accepting the involvement of his or her family in the care and treatment being given. (Source: P.A. 100-378, eff. 1-1-18; 100-513, eff. 1-1-18; 100-863, eff. 8-14-18.) |

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(405 ILCS 5/1-100) (from Ch. 91 1/2, par. 1-100)

Sec. 1-100. This Act shall be known and may be cited as the “Mental Health and Developmental Disabilities Code”.   
(Source: P.A. 80-1414.)

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| (405 ILCS 5/Ch. III Art. V-A heading)  ARTICLE V-A. RIGHT OF MINORS TO CONSENT TO COUNSELING SERVICES OR PSYCHOTHERAPY ON AN OUTPATIENT BASIS  (Source: P.A. 100-614, eff. 7-20-18.) |

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| (405 ILCS 5/3-5A-105)     (This Section will be renumbered as Section 3-550 in a revisory bill)     Sec. 3-5A-105. Minors 12 years of age or older request to receive counseling services or psychotherapy on an outpatient basis.     (a) Any minor 12 years of age or older may request and receive counseling services or psychotherapy on an outpatient basis. The consent of the minor's parent, guardian, or person in loco parentis shall not be necessary to authorize outpatient counseling services or psychotherapy. However, until the consent of the minor's parent, guardian, or person in loco parentis has been obtained, outpatient counseling services or psychotherapy provided to a minor under the age of 17 shall be initially limited to not more than 8 90-minute sessions. The service provider shall consider the factors contained in subsection (a-1) of this Section throughout the therapeutic process to determine, through consultation with the minor, whether attempting to obtain the consent of a parent, guardian, or person in loco parentis would be detrimental to the minor's well-being. No later than the eighth session, the service provider shall determine and share with the minor the service provider's decision as described below:         (1) If the service provider finds that attempting to |
| |  |  | | --- | --- | |  | obtain consent would not be detrimental to the minor's well-being, the provider shall notify the minor that the consent of a parent, guardian, or person in loco parentis is required to continue counseling services or psychotherapy. | |
| (2) If the minor does not permit the service |
| |  |  | | --- | --- | |  | provider to notify the parent, guardian, or person in loco parentis for the purpose of consent after the eighth session the service provider shall discontinue counseling services or psychotherapy and shall not notify the parent, guardian, or person in loco parentis about the counseling services or psychotherapy. | |
| (3) If the minor permits the service provider to |
| |  |  | | --- | --- | |  | notify the parent, guardian, or person in loco parentis for the purpose of consent, without discontinuing counseling services or psychotherapy, the service provider shall make reasonable attempts to obtain consent. The service provider shall document each attempt to obtain consent in the minor's clinical record. The service provider may continue to provide counseling services or psychotherapy without the consent of the minor's parent, guardian, or person in loco parentis if: | |
| (A) the service provider has made at least 2 |
| |  |  | | --- | --- | |  | unsuccessful attempts to contact the minor's parent, guardian, or person in loco parentis to obtain consent; and | |
| (B) the service provider has obtained the minor's |
| |  |  | | --- | --- | |  | written consent. | |
| (4) If, after the eighth session, the service |
| |  |  | | --- | --- | |  | provider of counseling services or psychotherapy determines that obtaining consent would be detrimental to the minor's well-being, the service provider shall consult with his or her supervisor when possible to review and authorize the determination under subsection (a) of this Section. The service provider shall document the basis for the determination in the minor's clinical record and may then accept the minor's written consent to continue to provide counseling services or psychotherapy without also obtaining the consent of a parent, guardian, or person in loco parentis. | |
| (5) If the minor continues to receive counseling |
| |  |  | | --- | --- | |  | services or psychotherapy without the consent of a parent, guardian, or person in loco parentis beyond 8 sessions, the service provider shall evaluate, in consultation with his or her supervisor when possible, his or her determination under this subsection (a), and review the determination every 60 days until counseling services or psychotherapy ends or the minor reaches age 17. If it is determined appropriate to notify the parent, guardian, or person in loco parentis and the minor consents, the service provider shall proceed under paragraph (3) of subsection (a) of this Section. | |
| (6) When counseling services or psychotherapy are |
| |  |  | | --- | --- | |  | related to allegations of neglect, sexual abuse, or mental or physical abuse by the minor's parent, guardian, or person in loco parentis, obtaining consent of that parent, guardian, or person in loco parentis shall be presumed to be detrimental to the minor's well-being. | |
| (a-1) Each of the following factors must be present in order for the service provider to find that obtaining the consent of a parent, guardian, or person in loco parentis would be detrimental to the minor's well-being:         (1) requiring the consent or notification of a |
| |  |  | | --- | --- | |  | parent, guardian, or person in loco parentis would cause the minor to reject the counseling services or psychotherapy; | |
| (2) the failure to provide the counseling services or |
| |  |  | | --- | --- | |  | psychotherapy would be detrimental to the minor's well-being; | |
| (3) the minor has knowingly and voluntarily sought |
| |  |  | | --- | --- | |  | the counseling services or psychotherapy; and | |
| (4) in the opinion of the service provider, the minor |
| |  |  | | --- | --- | |  | is mature enough to participate in counseling services or psychotherapy productively. | |
| (a-2) The minor's parent, guardian, or person in loco parentis shall not be informed of the counseling services or psychotherapy without the written consent of the minor unless the service provider believes the disclosure is necessary under subsection (a) of this Section. If the facility director or service provider intends to disclose the fact of counseling services or psychotherapy, the minor shall be so informed and if the minor chooses to discontinue counseling services or psychotherapy after being informed of the decision of the facility director or service provider to disclose the fact of counseling services or psychotherapy to the parent, guardian, or person in loco parentis, then the parent, guardian, or person in loco parentis shall not be notified. Under the Mental Health and Developmental Disabilities Confidentiality Act, the facility director, his or her designee, or the service provider shall not allow the minor's parent, guardian, or person in loco parentis, upon request, to inspect or copy the minor's record or any part of the record if the service provider finds that there are compelling reasons for denying the access. Nothing in this Section shall be interpreted to limit a minor's privacy and confidentiality protections under State law.     (b) The minor's parent, guardian, or person in loco parentis shall not be liable for the costs of outpatient counseling services or psychotherapy which is received by the minor without the consent of the minor's parent, guardian, or person in loco parentis.     (c) Counseling services or psychotherapy provided under this Section shall be provided in compliance with the Professional Counselor and Clinical Professional Counselor Licensing and Practice Act, the Clinical Social Work and Social Work Practice Act, or the Clinical Psychologist Licensing Act. (Source: P.A. 100-614, eff. 7-20-18.) |

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| (405 ILCS 5/3-550)     Sec. 3-550. Minors 12 years of age or older request to receive counseling services or psychotherapy on an outpatient basis.     (a) Any minor 12 years of age or older may request and receive counseling services or psychotherapy on an outpatient basis. The consent of the minor's parent, guardian, or person in loco parentis shall not be necessary to authorize outpatient counseling services or psychotherapy. However, until the consent of the minor's parent, guardian, or person in loco parentis has been obtained, outpatient counseling services or psychotherapy provided to a minor under the age of 17 shall be initially limited to not more than 8 90-minute sessions. The service provider shall consider the factors contained in subsection (a-1) of this Section throughout the therapeutic process to determine, through consultation with the minor, whether attempting to obtain the consent of a parent, guardian, or person in loco parentis would be detrimental to the minor's well-being. No later than the eighth session, the service provider shall determine and share with the minor the service provider's decision as described below:         (1) If the service provider finds that attempting to |
| |  |  | | --- | --- | |  | obtain consent would not be detrimental to the minor's well-being, the provider shall notify the minor that the consent of a parent, guardian, or person in loco parentis is required to continue counseling services or psychotherapy. | |
| (2) If the minor does not permit the service |
| |  |  | | --- | --- | |  | provider to notify the parent, guardian, or person in loco parentis for the purpose of consent after the eighth session the service provider shall discontinue counseling services or psychotherapy and shall not notify the parent, guardian, or person in loco parentis about the counseling services or psychotherapy. | |
| (3) If the minor permits the service provider to |
| |  |  | | --- | --- | |  | notify the parent, guardian, or person in loco parentis for the purpose of consent, without discontinuing counseling services or psychotherapy, the service provider shall make reasonable attempts to obtain consent. The service provider shall document each attempt to obtain consent in the minor's clinical record. The service provider may continue to provide counseling services or psychotherapy without the consent of the minor's parent, guardian, or person in loco parentis if: | |
| (A) the service provider has made at least 2 |
| |  |  | | --- | --- | |  | unsuccessful attempts to contact the minor's parent, guardian, or person in loco parentis to obtain consent; and | |
| (B) the service provider has obtained the minor's |
| |  |  | | --- | --- | |  | written consent. | |
| (4) If, after the eighth session, the service |
| |  |  | | --- | --- | |  | provider of counseling services or psychotherapy determines that obtaining consent would be detrimental to the minor's well-being, the service provider shall consult with his or her supervisor when possible to review and authorize the determination under subsection (a) of this Section. The service provider shall document the basis for the determination in the minor's clinical record and may then accept the minor's written consent to continue to provide counseling services or psychotherapy without also obtaining the consent of a parent, guardian, or person in loco parentis. | |
| (5) If the minor continues to receive counseling |
| |  |  | | --- | --- | |  | services or psychotherapy without the consent of a parent, guardian, or person in loco parentis beyond 8 sessions, the service provider shall evaluate, in consultation with his or her supervisor when possible, his or her determination under this subsection (a), and review the determination every 60 days until counseling services or psychotherapy ends or the minor reaches age 17. If it is determined appropriate to notify the parent, guardian, or person in loco parentis and the minor consents, the service provider shall proceed under paragraph (3) of subsection (a) of this Section. | |
| (6) When counseling services or psychotherapy are |
| |  |  | | --- | --- | |  | related to allegations of neglect, sexual abuse, or mental or physical abuse by the minor's parent, guardian, or person in loco parentis, obtaining consent of that parent, guardian, or person in loco parentis shall be presumed to be detrimental to the minor's well-being. | |
| (a-1) Each of the following factors must be present in order for the service provider to find that obtaining the consent of a parent, guardian, or person in loco parentis would be detrimental to the minor's well-being:         (1) requiring the consent or notification of a |
| |  |  | | --- | --- | |  | parent, guardian, or person in loco parentis would cause the minor to reject the counseling services or psychotherapy; | |
| (2) the failure to provide the counseling services or |
| |  |  | | --- | --- | |  | psychotherapy would be detrimental to the minor's well-being; | |
| (3) the minor has knowingly and voluntarily sought |
| |  |  | | --- | --- | |  | the counseling services or psychotherapy; and | |
| (4) in the opinion of the service provider, the minor |
| |  |  | | --- | --- | |  | is mature enough to participate in counseling services or psychotherapy productively. | |
| (a-2) The minor's parent, guardian, or person in loco parentis shall not be informed of the counseling services or psychotherapy without the written consent of the minor unless the service provider believes the disclosure is necessary under subsection (a) of this Section. If the facility director or service provider intends to disclose the fact of counseling services or psychotherapy, the minor shall be so informed and if the minor chooses to discontinue counseling services or psychotherapy after being informed of the decision of the facility director or service provider to disclose the fact of counseling services or psychotherapy to the parent, guardian, or person in loco parentis, then the parent, guardian, or person in loco parentis shall not be notified. Under the Mental Health and Developmental Disabilities Confidentiality Act, the facility director, his or her designee, or the service provider shall not allow the minor's parent, guardian, or person in loco parentis, upon request, to inspect or copy the minor's record or any part of the record if the service provider finds that there are compelling reasons for denying the access. Nothing in this Section shall be interpreted to limit a minor's privacy and confidentiality protections under State law.     (b) The minor's parent, guardian, or person in loco parentis shall not be liable for the costs of outpatient counseling services or psychotherapy which is received by the minor without the consent of the minor's parent, guardian, or person in loco parentis.     (c) Counseling services or psychotherapy provided under this Section shall be provided in compliance with the Professional Counselor and Clinical Professional Counselor Licensing and Practice Act, the Clinical Social Work and Social Work Practice Act, or the Clinical Psychologist Licensing Act. (Source: P.A. 102-558, eff. 8-20-21.) |