



Family Counseling Associates

Psychological Services

Agreement for Parents who are Separated, Pending Separation, Divorced or with Pending Divorce

When a family is confronted by parental separation or divorce, it is very difficult for everyone, especially children. When parents are in conflict, it is even more important that therapy presents an emotionally safe environment. Therefore, Family Counseling Associates (FCA) wishes to be clear about its policies and procedures relating to the confidentiality of its patients and its position regarding any legal proceedings, particularly those related to separation, divorce and custody. FCA's involvement will be strictly limited to therapy or evaluations that will benefit your child. We do not provide forensic or custody evaluations. Each parent must sign this form and by doing so acknowledges their understanding of the foregoing and the terms below.

FCA recognizes the difference between "legal" and "physical" custody and will presume that parents share "legal" custody unless there is a court decree/order stating otherwise. Therefore, parents agree to the following:

1. Either parent may consent to treatment for the minor child;
2. Our practice makes an effort to have contact with both parents. We reserve the right to make clinically informed decisions about the kinds of information shared with parents, based on what is determined to be in the best interest of the child(ren)
3. Either parent has the right to make all medical and psychological decisions for their minor child, although FCA encourages parents to consult one another.
4. Either parent can request an end to therapy of the minor child, unless there is a court order/decreed stating otherwise.
5. In order to obtain a release of the child's medical records, without an order from the court, both parents must sign a release request.
6. I understand and agree that unless both parents consent, I hereby waive my right to access my child's treatment records, except for normal summaries available to both parents.
7. I understand that the evaluation and/or treatment of my child is intended solely to provide treatment to address his or her psychological needs.
8. I understand that the usual exceptions to confidentiality apply as in noted FCA's Notice of Privacy Practices, of which I have been provided a copy.
9. I understand and agree that the clinician qualifies as a mandatory reporter under M.G.L. c. 51A, and that nothing in this agreement shall interfere with the clinician's duty to report pursuant to that statute or any similar statute.

Importance of Confidentiality

As a general matter, FCA's position is that it is healthier for children if they do not feel that they are in the middle of a conflict and/or forced to take sides between two parents. Effectiveness of treatment is compromised if children feel as if they have to be messengers, reporters, or allies for either parent. Therefore, FCA's clinicians are available for independent meetings and consultations with both parents to discuss progress, treatment planning, and to provide clinical impressions, in accordance with FCA's confidentiality policies, as outlined in FCA's Notice of Privacy Practices. Also, a small portion of each counseling session (usually about 10 minutes) is generally reserved

for parents to communicate with their child's clinician, again, in accordance with FCA's Notice of Privacy Practices.

FCA's Involvement in Legal Proceedings

In order to protect your child's confidentiality and the effectiveness of the treatment, you acknowledge and agree to the following:

1. You agree that neither you nor your representative will call the child's clinician as a witness in a separation, divorce or custody proceeding. In particular, the clinician needs your agreement that in any such proceedings, neither parent will ask us to testify in court, whether in person, or by affidavit. Each parent also agrees to instruct your attorneys not to subpoena your child's clinician. If the clinician is subpoenaed in regard to custody or divorce disputes, they may not be able to continue as your child or family's clinician.
2. Once treatment commences, clinicians will not notify or write letters about custody or visitation arrangements. Therefore, parents understand and agree that the treating clinician will not participate in any legal proceeding, in any manner, will not write a report or provide testimony, related to the child's therapy, unless so ordered by a court of law.
3. Note that this agreement may not prevent a court from requiring the clinician's testimony. If required to testify, the clinician is ethically bound not to give an opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, the clinician will provide information as needed (if appropriate releases are signed or a court order is provided), but will not make any recommendation about the final decision. Furthermore, if the clinician is required to appear as a witness, the party responsible for our participation agrees to reimburse us at the rates noted in our Fee Schedule Agreement for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs. *If the party who subpoenaed the clinician was not a party to this contract, then the party or parties who signed the contract are obligated to reimburse the clinician costs for involvement on behalf of your family.*

I agree with the policies outlined in this document.

CHILD'S name: _____

Signature: _____ Date: _____

Parent

Signature: _____ Date: _____

Parent

Signature: _____ Date: _____

Witness