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## Supplemental Child Therapy Form

### **Part 1: Joint Custody Contract**

**This contract is used in situations where there is need of an explicit contract to protect the privacy of the child, e.g., children of separation/divorce, court-involved cases, reasonable evidence of the possibility of court involved and/or custody cases.**

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify me immediately. I will ask you to provide me with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

Prior to beginning treatment, it is important for you to understand my approach to child therapy and agree to some rules about your child's confidentiality during the course of his/her treatment. The information herein is in addition to the information contained in the "Consent to Treatment" and "Notice of Privacy Policy" form.

Therapy is most effective when a trusting relationship exists between the clinician and the patient. Privacy is especially important in securing and maintaining that trust. One goal of treatment is to promote a stronger and better relationship between children and their parents. However, it is often necessary for children to develop a "zone of privacy" whereby they feel free to discuss personal matters without risk that their parents will be informed unless there is immanent risk to their safety (e.g. abuse, suicidal intent). If your child is an adolescent, it is possible that he/she will reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Sometimes these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. I therefore ask parents to agree that the sessions will remain confidential until their child is able to discuss important issues during family sessions. I can provide them with general information about their child's progress in treatment. Any other communication will require the child's permission, unless I feel that the child is in danger or is in danger to someone else, in which case I notify the parents. In the case of child abuse, I am required to notify the Division of Social Services.

Clients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless such access is likely to harm the

child, or we otherwise agree. Although the laws may give parents the right to see any written records I keep about your child's treatment, by signing this agreement, you are agreeing that your child or teen should have a "zone of privacy" in their meetings with me, and you agree not to request access to your child's written treatment records.

In the course of my treatment of your child, I may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, my patient is your child – not the parents/guardians nor any siblings or other family members of the child. If I meet with you or other family members in the course of your child's treatment, I will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

With regard to parent involvement in treatment, I need your agreement that my involvement will be strictly limited to that, which will benefit your child. When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although my responsibility to your child may require my helping to address conflicts between the child's parents, my role will be strictly limited to providing treatment to your child. Neither parent may attempt to gain advantage in any legal proceeding between the two of you from my involvement with your child. In particular, I need your agreement that in any such proceedings, neither of you will ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or court order is provided), but I will not make any recommendation about the final decision.

Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$270 per hour for time spent traveling, preparing reports, testifying, being in attendance, blocking time off to be in attendance, and any other case-related costs, even if the request comes from another party. Payment will be due upfront in the form of a retainer of \$2,500 to \$5,000, and utilized hours will be billed against the retainer fund. Unused portions of the retainer will be returned 4 to 6 weeks post court settlement and post clinician's court involvement.

## **Summary**

- You are agreeing not to request access to your child's written treatment records.
- You agree that my role is limited to providing treatment and that you will not involve

me in any legal dispute, especially a dispute concerning custody or custody arrangements (visitation, etc.).

- You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.
- If there is a court appointed evaluator, and if appropriate releases are signed and a court order is provided, I will provide general information about the child which will not include recommendations concerning custody or custody arrangements.
- If, for any reason, I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$270 per hour for time spent traveling, preparing reports, testifying, being in attendance, blocking time off for being in attendance, and any other case-related costs.

By signing below, you show that you have read, understood, and agreed to abide by the policies described above.

Minor Client's Name: \_\_\_\_\_

Parent 1: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE

Parent 2: \_\_\_\_\_ Date: \_\_\_\_\_

SIGNATURE

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## **Part 2: Financial Agreement**

By signing below, you agree to be financially responsible for all costs incurred for the evaluation/treatment of the above named minor client as detailed below as well as in the "Consent to Treatment" form available on my website. As stated in the "Consent to Treatment" form, in addition to regular appointments, this includes missed appointments, late cancellations (within 48 hours cancelation period), parent sessions with either parent (I consider this part of the child's therapy), time spent reviewing emails, writing letters, writing treatment summaries, completing other paperwork, and making phone calls that are above and beyond standard practice. I also charge a copying fee of 50 cents per page for records requests. Please be aware that missed appointments, phone calls, and paperwork are NOT billable to insurance.

Minor Client's Name: \_\_\_\_\_

Parent 1: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Responsible for \_\_\_\_\_% of Payment. Other agreements \_\_\_\_\_

Parent 2: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Responsible for \_\_\_\_\_% of Payment. Other agreements \_\_\_\_\_