

**Child & Family Psychology of Carrboro/Dr. Jon Ross, 200 N. Greensboro D14.,  
Carrboro, NC 27510**

**SPECIAL CONTRACT FOR PARENTS WHO ARE SEPARATED, PENDING  
SEPARATION, DIVORCED OR ENGAGED IN LITIGATION**

When a family is confronted by parental separation or divorce, it is very difficult for everyone, especially children. When the parental relationship is conflictual, it is even more important that therapy presents an emotionally safe environment. I wish to be clear about my position when parents are separated or divorced. I need your agreement that my involvement will be strictly limited to therapy or evaluations that will benefit your child. I do not provide forensic or custody evaluations. Each parent must sign this form.

In agreeing to work with a child of divorced parents, there is often one parent who initiates treatment. As an ethically-minded clinician, it is important to me that the non-present parent is aware that his/her child is being brought to my office, and that they consent to the involvement of a psychologist in the child's life. Some divorced parents get along well, and others do not. I am well aware of this and am happy to set up separate intake appointments if this is a more comfortable way for each parent to share information about his or her child with me.

In North Carolina, there is usually a presumption favoring joint custody unless there is a court decree stating otherwise. With joint custody, either parent can consent to treatment for the minor child unless the divorce decree mandates otherwise. When there is joint custody, either parent can request an end to therapy of the minor child except where one parent has the decision making authority to make medical treatment decisions or there is a court order in place. While North Carolina Law (GS 32A-30) only requires the consent of one custodial parent, I personally require consent of both parents at the outset of (or before) treatment. I find that this transparency at the beginning prevents all sorts of conflicts later on. It also allows me to gain a more complete picture of a child's functioning, creates better commitment to treatment by both parents, and reduces the likelihood that the child or therapist will be triangulated between the parents. Both parents should always assume that information shared about your child is open and available to his or her other parent. Generally, one parent initiates contact with me. It is at this time that I ask this parent to contact the non-present parent. If you are not the parents who initiated contact with me, and you are reading this and would like to be involved in your child's treatment, I recommend that you get involved right away. It is much more difficult for me to communicate about assessment and treatment after the fact.

**Importance of Therapy Confidentiality**

If information discussed between the child and therapist is revealed to either parent without the child's consent, then potential emotional harm can occur. Children do better if they are able to have a place where they can feel that they are not in the middle of conflict and do not need to take sides. Effectiveness of treatment is compromised if children feel as if they have to be messengers, reporters, or allies for either parent.

As parents, you can provide me with information of relevance for your child's well-being. I will keep all information learned from and about the child confidential, although the parents may be given a broad overview of concerns and updates about treatment. If the child agrees that information is to be shared with parents, then specific disclosures will be made available to the parents. If the information involves abuse, neglect, or safety issues, confidentiality is waived. If I believe that a child is a serious risk or harm to himself or others, I may breach the child's confidentiality. It is understood that I will encourage and assist children in sharing information with parents when appropriate.

### **Court Involvement**

In order to protect the child's confidentiality and the effectiveness of treatment, it must be agreed upon that I will not be called as a witness in a court proceeding by either party. As referenced within the confidentiality section above, revealing information discussed between the child and myself can have potentially emotionally damaging effects on the child, the family, and the entire treatment process. Once treatment is started, I do not notify or write letters about custody or visitation arrangements. I do not usually participate in court proceedings; however, a judge may require that I serve as a witness. If I am mandated by the court to testify, parents must pay my fees for being involved in court proceedings and all associated costs. Although my responsibility to your child may require my involvement in conflicts between both parents, I need your agreement that our involvement will be strictly limited to that which will benefit your child. Neither parent will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your children. In particular, I need your agreement that in any such proceedings, neither parent will ask me to testify in court, whether in person, or by affidavit. Each parent also agrees to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done. If I am subpoenaed in regard to custody or divorce disputes, I may not be able to continue as your child or family's therapist. Note that such agreement may not prevent a judge from requiring my testimony. If required to testify, I am 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, I 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 I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at my rate for being involved in legal proceedings, for time spent traveling, preparing reports, testifying, being in attendance, and any other case-related costs. If the party who subpoenaed me was not a party to this contract, then the party or parties who signed the contract are obligated to reimburse my costs for involvement on behalf of your family.

### **Agreements**

I am aware that my child is receiving services from Dr. Ross at Child & Family Psychology of Carrboro and I consent to assessment and/or treatment. I understand that the evaluation and/or treatment of my child is intended solely to provide treatment to address his or her psychological needs. I understand that all payments will be made at the time of service. If there is a dispute about who is responsible for payment that will

be decided upon by the child's parents before each appointment. I understand that Dr. Ross will not be part of any legal proceedings unless court ordered. This means that Dr. Ross will not write any report for either party supporting his or her position in custody or changes in visitation. I am waiving my rights to access my child's treatment records except for normal summaries available to both parties I have read this form and verify that I understand its contents which explain Dr. Ross' policies with regard to providing services to minors of divorced parents. I agree with the policies outlined in this document.

Signed

\_\_\_\_\_ Date: \_\_\_\_\_ Parent Signed

\_\_\_\_\_ Date: \_\_\_\_\_ Parent Signed