

Child of Separated/Divorced Parents

When the Provider is working with a child with separated or divorced parents, the counseling process can face many challenges. As a result, the provider adheres to this policy to guide the counseling process to ensure that the best interests of the child are addressed in the counseling process.

Provider's Beliefs

The best treatment for children is for the child to be viewed within the context of their family and to involve all active and engaged caregivers to create the most significant change.

Even though the parents have decided that separating is the right choice for them, the child does not share this view. All children will benefit from an ongoing relationship with both parents, unless serious parental deficits and/or abuse and/or neglect are occurring which could significantly impact the health (physical and mental) and safety of the child.

A child in counseling will experience the best outcomes if he or she believes that the therapist can be trusted to explore thoughts, feelings and opinions. If the expectation is that the therapist reveal the content of the session to the parent(s), the child can and will shut down and will gain no benefit from the counseling process.

The goal of the Provider is to help the child to cope with the challenges that their parents' separation or divorce has caused them and to develop skills to overcome those challenges. It is also the goal of the provider to help the parents and family in any way that is appropriate to help the child to achieve these skills. It is not the goal of the therapist to pick sides or identify one parent as the right or best parent. It is also not the goal of the therapist to lecture one parent into complying with the demands of the other parent. This approach is counterproductive and not helpful to the child.

The involvement of court hearings and proceedings is counterproductive to the goals of the counseling relationship and the therapist hopes that parents involved in their child's counseling will take a step back from court proceedings regarding custody and recommendations for the child until the counseling experience has been completed. This does not include court proceedings related to child abuse and/or neglect.

Even if one parent refuses to sign the agreement this is the policy of the providers and practice to follow regarding working with children of separated/divorced parents. This agreement will be in full force and effect from the child's first appointment regardless of date on signature page.

Policy for Working with Children of Divorced/Separated Parents

Legal/Custody

The provider will require a copy of court documentation indicating custody arrangements, allowances or restrictions for contact between parent and minor child, court orders for counseling or any other legal documentation related to the medical/mental health/behavioral health care of the child before any counseling will take place. The Provider is not able to offer advice concerning a legal matter, such as the parent's disagreement over the terms of their divorce decree. At the Provider's discretion the Provider may offer their opinion or suggestions on matters that serve in the best interest of the child such as time(s) child should spend with parent(s), communication methods between parent and child, communication methods for parents, extracurricular events and participation of child and/or parent(s) in activities and any other suggestions the Provider deems necessary or in the best interest of the child. The provider will rely on the furnishing of documents by the parents and will function off of the terms in this agreement.

Where there is joint legal custody requiring the consent of both parents, and both parents initially consent, the withdrawal of consent on the part of one parent will not necessarily mean the treatment must cease. Where one of the parents withdraws his or her consent after the commencement of treatment, if a decision to commence treatment could not be made unilaterally, the decision to terminate the treatment also cannot be made unilaterally.

If the order of joint legal custody does not require that both parents specifically consent to the treatment, the provider may continue to provide services with the consent of one parent, even if the other parent withdrew his or her consent, or refused to provide his or her consent.

If a parent has sole legal custody of the child, that parent has the right to unilaterally make health care decisions for the child.

There are many situations where the parent demands a cessation of services well after services have begun, and does so for reasons that the practitioner deems to be without merit or ill-motivated. It is not unusual for custody disputes to result in adversarial (and sometimes threatening) behaviors between and by parents, often without due regard for the mental and emotional well-being of the child.

There are situations in which a minor child may consent to their own treatment.

The provider will always act in the best interest of the child in regards to continuation or cessation of counseling/therapy.

The provider will try to include both parents in the counseling process except for in cases when it is expected that doing so would cause serious detriment to the child.

Stepparents

Stepparents have no legal authority to consent to the treatment of minor stepchildren, unless the stepparents have adopted the children or the stepparent has become an Authorized Caregiver or obtain medical/mental health/behavioral health consent.

According to Texas Family Code § 32.002

A consent form for a non-parent to give consent for health-care treatment must be:

In writing.

Signed by the person giving consent.

Given to the doctor, hospital, or medical facility that administers the treatment.

The consent form must include:

The name of the minor.

The name of one or both parents, if known, and the name of any managing conservator or guardian of the child.

The name of the person giving consent and his/her relationship to the child.

A statement of the nature of the medical treatment to be given.

The date the treatment is to begin.

Confidentiality

Parents should understand that ALL verbal and written communication (face-to-face, phone call, email, written communication, or any other documentation provided to the provider) is allowed to be shared with the other parent and with the child if the provider deems it necessary.

Any written communication will become part of the child's clinical file as record of communication.

It is unethical for the provider to keep secrets regarding threats of bringing the other parent back to court, allegations of the other parent being the “cause” of the child’s problems, threats to sabotage the parent’s relationship with the child, etc. Aside from suspected abuse and neglect, the therapist cannot and will not keep these secrets in order to create the most healthy and productive working relationship.

The law indicates that parents have the right to access records of their child’s treatment, however, parents should understand the difference between mental health records and medical records and the sensitive information contained within them. Mental health professionals have the right to refuse release of these records to parents or any other entity if they believe that doing so would cause harm to the child. In cases of separation and/or divorce, this is almost always the case as information shared within these records can never be un-read by the parents and can and will impact the parent-child relationship going forward. Therefore, the provider will not release the mental health record of the child to the parent when it is not in the child’s best interests to do so, unless required by law. The provider urges the parents to respect this policy as it is in place to protect the well-being of the child as well as the quality of the parent-child relationship.

The provider welcomes the involvement of extended family and/or step-family as necessary and appropriate for the course of treatment. However, in order for the therapist to communicate with other family members besides the biological family (biological parents and siblings/half-siblings), both parents must sign releases of information allowing that communication. Communication with extended family and/or step-family will not be allowed unless both parents consent to that communication. Depending upon the age of the child, the child’s consent may also be required.

Communication

The provider will not be responsible for routine communication outside of the session with any parent who chooses not to attend the appointments. For example, the provider cannot and will not contact the non-attending parent via phone or email after each session. It is simply not realistic to expect that the provider will provide a summary letter, email or phone call to parents who choose not to come to sessions. If this is something that is required of your situation, then payment arrangements must be made in advance to account for this time. Health insurance will not cover email, letter or phone conversations. The expectation is that parents will communicate with each other regarding the child’s treatment and recommendations. In most cases, for the provider to arrange for additional communication outside of the session would only be encouraging an unhealthy co-parenting relationship.

The provider will not accept phone calls, voice mails, emails or other communications directed at pitting the therapist against the other parent. If/when these communications are received, the other parent will be notified. Permitted communications include, but are not limited to:

- o Text messages/printed text message transcripts
- o Emails
- o Facebook messages, posts
- o Video and/or tape recordings
- o Voice mails
- o Other communication aimed at proving the other parents wrong doing, and encouraging provider to pick a side

It is the provider’s duty to understand the history of the child and their family and what has contributed to the reason for counseling. This should not be misconstrued to mean that the provider should be required to read or listen to any information that the parent(s) deem appropriate to share. The provider reserves the right to dictate what information is appropriate and inappropriate for the counseling relationship and to refuse to accept information that isn’t appropriate for the counseling relationship. Unless required by law, the provider also reserves the right to ignore and/or not respond to any communication that is not appropriate for the counseling relationship, including but not limited to:

- o Emails used for the purpose of counseling
- o Requests for reviewing court documents
- o Journals/written records of behaviors
- o Phone calls of inappropriate content
- o Text messages between parent/parents and others
- o Email correspondence between the parent/parents and others
- o Facebook messages, posts
- o Video, pictures and/or tape recordings of the other parent
- o Voice mails

Financial

The parent who initially sets up counseling for the child is considered the guarantor. This means that this parent is considered financially responsible for covering the cost of services and communicating cost and reimbursement with the other parent.

It is the responsibility of the parents to provide the appropriate payments to the provider, not the responsibility of the provider to provide billing according to court ordered co-parenting financial agreements. It is not feasible to expect the provider to send separate, divided bills to each parent according to their agreed-upon percentage rates.

When requested, the provider will provide receipt of payment to the parent(s) for their payments. It is the parents' responsibility to work together to share receipts, not the therapist's responsibility to update parents on what the other has and has not paid.

Scheduling

The provider expects parents to communicate regarding scheduled appointments. The provider will not be responsible for scheduling sessions according to the non-custodial parent's visit schedule. It is not feasible to expect the provider to remember the visit schedule and any changes to that schedule for each and every one of the children on her caseload. The provider expects that the parent scheduling the session will show respect to the needs of the child to spend time with both parents and will refrain from specifically scheduling appointments as a way to take time away from the other parent.

Legal Proceedings

In some cases, one or both parents may decide to take legal action regarding custody of the child. Therapy/Counseling and legal testimony are very different services and the provider's goal first and foremost is to create a supportive, safe relationship with the child for the purpose of achieving therapy/counseling goals. The provider cannot and will not provide a recommendation regarding custody of the child when acting as the therapist/counselor/provider for the child and family. The provider will communicate with legal professionals as required by law, but all professionals and parents should know that the provider's responsibility is for confidentiality and protection of the counseling relationship, not to assist one parent in "winning" their case.

The provider cannot speak to one parent's attorney without the consent of the other parent. In most cases, this is not a productive idea and the provider recommends that there not be any communication between the provider and attorney(s). In cases where there is a Guardian ad Litem or Amicus the provider may consult with the attorney serving the child's best interest when applicable and at the provider's discretion if

the provider feels their communication be beneficial for the child. When required by law, the provider will communicate with legal professionals.

Step-Parent(s) that parents agree may participate in counseling must follow same guidelines as mentioned above:

Step-Parent Full Name: _____ Step-Parent Full Name: _____

By signing below, you agree to the following:

_____ I have read the statements above and agree to comply with the policies listed in this document.

_____ I understand that if I break any of the rules/expectations listed in this document I may be asked to discontinue the counseling relationship.

Client's Full Name: _____ **DOB:** _____

Parent Full Name: _____ **Date:** _____

Parent Signature: _____

___ Parent Refused to Sign Agreement /Policy

Parent Full Name: _____ **Date:** _____

Parent Signature: _____

___ Parent Refused to Sign Agreement/Policy

Provider: _____ Signature: _____ Date: _____