



Anne K. Conley-Goldstein, Ph.D., HSPP
3077 East 98th Street, Suite 170
Indianapolis, IN 46280
Phone: 317.566.2814 Fax: 317.566.2815

Agreement for Parents Who are Separated or Divorced

Psychotherapy can be a very important resource for children of separation and divorce. Establishing a therapeutic alliance outside of the home can:

- Facilitate open and appropriate expression of the strong feelings which routinely accompany family transitions, including guilt, grief, sadness and anger.
- Provide an emotionally neutral setting in which children can explore these feelings.
- Help children understand and accept the new family composition and the plans for contact with each member of the family.
- Offer feedback and recommendations to a child's caregivers based on knowledge of the child's specific emotional needs and developmental capacities.

However, the usefulness of such therapy is extremely limited when the therapy itself becomes simply another matter of dispute between parents. With this in mind, and in order to best help your child, I strongly recommend that each of the child's caregivers (e.g., parents, stepparents, daycare workers, guardian ad litem [GAL]) mutually accept the following as requisites to participation in therapy.

1. As your child's psychotherapist, it is my primary responsibility to respond to your child's emotional needs. This includes, but is not limited to, contact with your child and each of his or her caregivers, and gathering information relevant to understanding your child's welfare and circumstances as perceived by important others (e.g., pediatrician, teachers). In some cases, this may include a recommendation that you consult with a physician, should matters of your child's physical health be relevant to this therapy.

2. I ask that all caregivers remain in frequent communication regarding this child's welfare and emotional well-being. Open communication about his or her emotional state and behavior is critical. In this regard, I invite each of you to initiate frequent and open exchange with me as your child's therapist.

3. I ask that all parties recognize and, as necessary, reaffirm to the child, that I am the child's helper and not allied with any disputing party.

4. I strongly recommend that all caregivers involved choose to participate in psychoeducational groups in which separating and divorced parents learn basic strategies for conducting a divorce in the best interests of the child. I can refer you to such programs.

5. Please be advised regarding the limits of confidentiality as it applies to psychotherapy with a child in these circumstances:

- I keep records of all contacts relevant to your child's well-being. These records are subject to court subpoena and may, under some circumstances, be solicited by parties to your divorce, including your attorneys.
- Any matter brought to my attention by either parent regarding the child may be revealed to the other parent. Matters which are brought to my attention that are irrelevant to the child's welfare may be kept in confidence. However, these matters may best be brought to the attention of others, such as attorneys, personal therapists or counselors.
- I am legally obligated to bring any concern regarding the child's health and safety to the attention of relevant authorities. When possible, should this necessity arise, I will advise all parties regarding my concerns.

6. **This psychotherapy will not yield recommendations about custody.** In general, I recommend that parties who are disputing custody strongly consider participation in alternative forms of negotiation and conflict resolution, including mediation and custody evaluation, rather than try to settle a custody dispute in court. This position is based on the following reasons: 1) I would be acting unethically by performing services beyond my areas of expertise, 2) even with expertise, it would be unethical to provide an evaluation or testimony in court of this nature without having completed a comprehensive evaluation of all family members, 3) if I were forced to testify, my statements would be seen as biased in your child's favor because we have a therapeutic relationship (i.e., the potential exists for statements to be seen as not being in your favor), and 4) the testimony might affect my therapeutic relationship with your child, and I must put this relationship first. If I am subpoenaed or otherwise required to appear in court on you or your child's behalf, my minimum charge is \$2000.00 per day plus expenses (e.g., gas mileage and parking).

7. Payment for my services is due, in full, at the time of service in a manner agreed to by all parties involved. Any outstanding balance accrued (for example, in conference with attorneys, the GAL, or teachers), must be paid promptly and in full.

Your understanding of these points and agreement in advance of starting this therapy may resolve difficulties that would otherwise arise and will help make this therapy successful. Your signature, below, signifies that you have read and accept these points.

Child's Name and Date of Birth

Caregiver Name (Printed)

Signature and Date

Relationship to Child: _____

Caregiver Name (Printed)

Signature and Date

Relationship to Child: _____

Caregiver Name (Printed)

Signature and Date

Relationship to Child: _____

Caregiver name (Printed)

Signature and Date

Relationship to Child: _____

Anne K. Conley-Goldstein, Ph.D., HSPP

Date

___ Copy accepted by client

___ Copy kept by therapist

**This is a strictly confidential patient medical record.
Re-disclosure or transfer is prohibited by law.**