

Christine L. B. Selby, Ph.D. CC-AASP &
Brian W. Selby, Ph.D.
6 State Street, Suite 208
Bangor, Maine 04401

PH: 207-262-9009
Fax: 207-262-9008
E-mail: doctorselby@yahoo.com

Agreement for Parents and Other Involved Parties

(adapted from *The Paper Office, 4th Ed., Dr. Edward Zuckerman, 2008*)

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

- Facilitate identification, expression and management of strong feelings which routinely accompany family transitions, including guilt, grief, sadness and anger.
- Provide an emotionally neutral and safe 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.
- Treat mental health diagnosis that may exist in an attempt to enable coping and to reduce symptoms to a normal level of functioning.

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], etc.) mutually accept the following as requisites for the child's participation in therapy.

1. As your child's psychotherapist, it is my primary responsibility to respond to your child's emotional needs and to conduct relevant Cognitive-Behavioral treatment in an attempt to reduce symptoms. 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, other psychologists, social workers, etc.). 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. As a treating professional my job is to conduct treatment and not to be a part of an adversarial process.
4. I strongly recommend that all caregivers involved choose to participate in psychoeducational groups in which separating and divorced parents learn basic strategies (e.g., For Kids Sake #207-942-9329) 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. This includes what your child/parents verbally report to me or behavioral symptoms I observe. 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.**

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6. This psychotherapy will not yield recommendations about custody or visitation. 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.

7. Due to matters of cost (for which ALL time--including travel--will be billed to the client's parent at my usual and customary rate--currently **\$110.00 per hour** and is NOT covered by insurance), and issues of scheduling, I strongly suggest that, as a treatment professional, I am not personally subpoenaed. This is, of course, beyond my control, however as an alternative I suggest that interested parties instead request a letter documenting treatment. I may, of course, be asked by a legal professional any question they feel would assist their case. Despite this, a letter (or a court appearance for that matter) can ONLY document **clinical treatment** which includes: diagnosis, symptoms, progress in treatment, compliance and any verbal reports made to me by parties (or other factual information I may be privy to). As mentioned in #6 above I have not conducted a formal custody related psychological evaluation (which would typically include reliable and valid paper and pencil tests of parents and children as well as in-home behavioral observations etc.) of either parent and/or child(ren). As I have not performed this type of evaluation I have no professional basis for making recommendations regarding custody/visitation. I have available referral resources if this is requested (I do NOT perform these types of evaluations).

8. It is my experience in these types of cases that "factual" information provided to me by parties can vary widely. It is not my role to investigate these issues beyond the role of my clinical treatment of the client involved. If a legal/law enforcement/DHHS caseworker etc. professional believes that information should be investigated they will determine this and act on it in the scope of their professional duties. In the case of parents who give widely varying information on symptoms at home and school I may ask for other collateral information (e.g., school records, to discuss behavioral symptoms with a teacher etc.), but will limit this to a scope involving clinical diagnosis and treatment as this is my role. In addition, I will rely on my clinical experience, what is reported by the child, and my behavioral observations of the child in this situation. All parties agree to give me honest and complete information as this only assists appropriate diagnosis and treatment. All parties understand that not providing me with this information limits appropriate diagnosis and treatment.

9. 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. An initial retainer of \$_____ will be required prior to commencing this therapy to be held against charges incurred and subject to reimbursement at the conclusion of this therapy, as appropriate.

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. If any party chooses not to accept these points I may choose to refuse/terminate / refer the case to another professional. Your signature, below, signifies that you have read and accept these points.

Caregiver's name Date

Printed name

Caregiver's name Date

Printed name

Legal Professional (e.g. GAL) Date

Printed name

Child's name Date of birth Age

Mental health professional Date

Copy accepted by client Copy kept by therapist

This is a strictly confidential patient medical record. Rediscovery or transfer is expressly prohibited by law.