

Dr. Stella J. Fernandez
Clinical Psychologist
Focused Concentration LLC

**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 of conflict, it is even more important that therapy presents an emotionally safe environment. My practice wishes to be clear about my position when parents are separated or divorced. I need your agreement that our involvement will be strictly limited to therapy or evaluations that will benefit your child. I do not provide forensic or custody evaluations when in a therapeutic relationship.

In Kansas, 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 are two parents involved, my practice makes an effort to have contact with both parents unless there are compelling reasons against such a course of action.
- It is understood that parents have the right to make all medical and psychological decisions for their minor children unless otherwise so ordered by the court.
- 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.

Importance of Therapy Confidentiality

If information discussed between the child and Dr. Stella Fernandez 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 the therapist with information of relevance for your child's well-being.

Dr. Stella Fernandez 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 the therapist believes that a child is a serious risk or harm to himself or others, the therapist may breach the child's confidentiality. It is understood that the therapist will encourage and assist children in sharing information with parents when appropriate. The therapist will use informed clinical judgment about what must be shared and about the most effective method of transferring information to parents.

Court Involvement:

In order to protect the child's confidentiality and the effectiveness of treatment, it must be agreed upon that the therapist 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 the therapist can have potentially emotionally damaging effects on the child, the family, and the entire treatment process. Once treatment is started, therapists 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 the therapist be a witness. If the therapist is mandated by the court to testify, parents must pay the retainer fee as outlined in our Business Policy and Patient Agreement and all associated costs.

Although my responsibility to your child may require our involvement in conflicts between both parents, I need your agreement that my involvement will be strictly limited to that which will benefit your child. This means, among other things, that I will treat anything that is said in session with us as confidential. Neither parent will attempt to gain advantage in any legal proceeding between the two of you from our involvement with your children. In particular, I need your agreement that in any such proceedings, neither parent will ask us to testify in court, whether in person, or by affidavit.

Each parent also agrees to instruct your attorneys not to subpoena or to refer in any court filing to anything we 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 the therapist's testimony.

If required to testify, Dr. Stella Fernandez is 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 our participation agrees to reimburse me at the rates noted in our Business Policy and Patient Agreement for time spent

traveling, preparing reports, testifying, being in attendance, and any other case-related costs. If the party who subpoenaed Dr. Stella Fernandez was not a party to this contract, then the party or parties who signed the contract are obligated to reimburse Dr. Stella Fernandez costs for involvement on behalf of your family.

1. I understand that the evaluation and/or treatment of my child is intended solely to provide treatment to address his or her psychological needs.

2. I understand that the usual exceptions to confidentiality apply as stated above and in our Business Policy and Patient Agreement.

3. I understand that Dr. Stella Fernandez is not part of any legal proceedings unless court ordered. This means that she does not write any report for either party supporting his or her position in custody or changes in visitation.

I agree with the policies outlined in this document.

Signed: _____ Date: _____ Parent

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