



The Woodlands Family Counseling Center
33300 Egypt Lane Suite I-420
Magnolia, TX 77354
(936) 463-8185

Informed Consent for Therapy for Children of Separate or Divorced Parents

Privacy of Information Shared in Counseling: Your Rights and TW FCC's Policies

Separation/ divorce can cause difficulty and heartache for the entire family. The consequences are far reaching and can create tension, anger and resentment among the adults. Frequently, the adults have strong, unresolved feelings that cause them to unintentionally include their children into conflict for which they are unprepared and ill equipped.

In families of separation and divorce, psychotherapists work to help children and teens cope adaptively with the forces acting upon their lives. Treating children in these contexts can be difficult because:

- ❖ Parents usually have different views of the children's feelings and needs.
- ❖ Parents' views may be affected by their own experiences, issues, and needs.
- ❖ Both parents usually fear that the child's psychotherapist will side with the other parent.
- ❖ Both parents usually fear that the child's psychotherapist will make custody or visitation recommendations that are not in the best interest of the child or parent.

This form explains tangible boundaries for the emotional and psychological care of your child as he or she begins counseling. It is important that you read and understand the following statements so your child will have the best therapeutic environment possible and you might be fully aware of TW FCC policies concerning his/her care.

In the case of separation or divorce, TW FCC requires written consent from both biological parents at the beginning to therapy via this form. Exceptions may occur with provided appropriate court documentation where upon full custody or primary physical custody was awarded to the parent seeking treatment for their child, or the therapist determines that doing so would place the child in a harmful position by the Non-participating parent [in rare cases]. I agree to provide my counselor with the most current documentation regarding the custodial rights of each parent and/or this document is signed by both parents at the intake session.

TERMS OF AGREEMENT

Below, you will find several statements that you must read, understand and accept before your child begins therapy. If you do not understand any of these statements below, or if you need further clarification, please ask your therapist and he or she will be happy to address any of your concerns before you sign this agreement.

- I understand that my child is the identified client – not me, my spouse, or ex-spouse. This is true no matter who pays for the evaluation/treatment of my child.

- I understand that my counselor is serving in a therapeutic role to provide support for your child and empower them to build upon their existing strengths and make positive change.
- I understand that my counselor **does not** serve in the role of an evaluator that gathers information for the purposes of rendering a report and make recommendations to the court. This includes recommendations about custody or parental fitness. I will not attempt to gain advantage in any legal proceeding related to the care and custody of my child.
- I will not request or require, through subpoena, summons, or other means (Except as otherwise ordered by a court of competent jurisdiction), to provide testimony in favor of one parent or guardian against the other in any legal proceeding relating to the care and custody of my child.
- I understand that in the event that my counselor is called into a legal or forensic relationship, or if any therapeutic material should be subpoenaed, at that point the therapeutic relationship will be considered terminated, and your provider will no longer provide counseling or related therapeutic services, but will fulfill legal obligations on a factual or forensic basis.
- I understand that my child's therapist is not agreeing to be an expert witness or to testify on my behalf or on the behalf of any other individual other than my child at any deposition, court proceeding, or in any other way. I understand that my child's therapist may or may not meet with me, my attorney, or any other party or attorney in any custodial or divorce proceeding at his or her sole discretion.
- However, should your counselor/therapist opinion be so ordered, fees will be charged at the rate of \$300 per hour, portal to portal (meaning this includes, but is not limited to, all time involved for preparation, parking, mileage, travel time to and from court, and all other expenses involved in testifying). This fee will apply as well to depositions or interrogatories. Records review, consultation with clients, litigants, attorneys (in person, via phone or by email), reports, waiting at court or any other service provided will be charged at the rate of \$175 per hour or prorated accordingly. These fees are payable in advance.
- The client further agrees to pay a retainer fee of \$1,250.00 two weeks prior to the appearance, presentation of records, or testimony requested.

By signing below, I have read, understood, and agree to all of the above terms of the agreement.

Parent/Guardian Signature: _____

Date: _____

Print Name: _____

Parent/Guardian Signature: _____

Date: _____

Print Name: _____

Counselor's Signature: _____

Date: _____