



Agreement for Caregivers

Counseling and psychotherapy can be a very important resource for children, adolescents, and/or parents and caregivers, experiencing separation, divorce, abuse, or any major life crisis. Establishing a therapeutic alliance outside of the home can:

- Facilitate open and appropriate expression of the strong feelings, which routinely accompany family challenges. Examples include guilt, grief, sadness and anger.
- Provide an emotionally neutral setting in which children can explore these feelings. Help children understand the current situation or the ramifications stemming from a crisis. In the case of separation or divorce, 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 capabilities.

However, the usefulness of such therapy is extremely limited when the therapy itself becomes simply a matter of dispute between the parents or between parents and children. With this in mind, and in order to best help the child(ren), we strongly recommend that each of the child's caregivers (e.g. custodial parents, step-parents, foster parents, Guardian Ad Litem [GAL], day-care workers, etc.) mutually accept the following requisites to participation in therapy:

1. **This therapy will not yield considerations about custody.** In general, I recommend that parties who are disputing custody consider participation in alternative forms of negotiation and conflict resolution, including mediation and custody evaluation, rather than settle a custody dispute in court.
2. It is my primary responsibility, as the child's therapist, to respond to the child's emotional needs. This includes, but is not limited to, contact with the child and each of their caregivers, and gathering information relevant to understanding the 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 the child's physical health be relevant to this therapy.
3. I ask that all caregivers remain in frequent communication regarding the child's welfare and emotional well-being. Open communication about their emotional state is critical. In this regard, I invite each of you to initiate frequent and open exchanges with me as the child's therapist.
4. 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 or familial side.
5. Please be advised regarding the limits of confidentiality as it applies to psychotherapy with a child including but not limited to these considerations:
 - I keep records of all contacts relevant to the child's well-being. These records are subject to court subpoena and may, under some circumstances, be solicited by parties (including attorneys) in divorce proceedings. Please read point 7, however, in regards to your

agreement to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

- Any matter brought to my attention by any caregiver regarding the child, may be revealed to the other caregivers. Matters brought to my attention that are irrelevant to the child’s welfare may be kept in confidence.
- **I am legally obligated to bring any concern regarding health and safety to the attention of relevant authorities. Should this necessity arise, I will advise all parties as I deem appropriate regarding my concerns.**

6. I strongly recommend that all caregivers involved choose to participate in ‘Parenting Apart’ psychoeducational groups. Groups such as this are approximately 6 weeks in length in which separated and divorced parents learn basic strategies for conducting a divorce in the best interest of the child(ren).

7. Although my responsibility to the child may require my involvement in conflicts among you, I need your agreement that my involvement will be strictly limited to that which will benefit the child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding from my involvement with the children. In particular, I need your agreement that in any such proceedings, you will not ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done.

Your understanding of these seven (7) 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 accepted these points.

_____	_____	_____
Caregiver Signature	Printed Name	Date

_____	_____	_____
Caregiver Signature	Printed Name	Date

_____	_____	_____
Caregiver Signature	Printed Name	Date

_____	_____	_____
Caregiver Signature	Printed Name	Date

_____	_____
Child’s Name	Date of Birth

_____	_____
Child’s Name	Date of Birth

_____	_____
Therapist’s Signature	Date