

## Policies on Divorce and/or Custody Cases

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The therapists at Defining You are not custody evaluators and cannot make any recommendations on custody. Please contact your lawyer who can refer you to a licensed professional who DOES provide custody evaluation if needed.

Due to the sensitive nature of divorce and all potential issues that may arise in such cases, we have very specific policies to which you must agree before we enter a counseling relationship:

- I. We require a copy of any most current standing court order demonstrating the custodial rights of each parent and/or the parenting agreement that is signed by both parents and the judge at the first intake session.
- II. In most cases we need to have contact and written/signed consent with/from both legal guardians before we see the child for counseling. In the case there is a final-decision maker on health-related issues who wants the child to be seen for counseling even in the case the other parent does not agree, it is to the discretion of your therapist as to whether the child will be seen.
- III. We will provide an interview with any court-ordered Guardian ad Litem (GAL) and/or custody evaluator (CE) whom the court has ordered will have access to the child's records and any time spent speaking with the GAL or CE will be billed to and paid by you, the client at our court-related-fee hourly rate.
- IV. We will be in equal contact with both parent who share in the legal custody of the child being seen for counseling and will offer and encourage opportunities for both parents to participate in parent consultations along the way.
- V. Family sessions may be recommended and depending on the case, may need to see the child with each parent separately along with siblings and/or other significant family members who live in the homes where the child lives.
- VI. We require all clients waive right to subpoena any of our therapists to court. By signing this Agreement, you are acknowledging and agreeing NOT to have us subpoenaed to court. This policy is set in order that we can preserve the integrity of the therapeutic progress and relationship with you and/or your child(ren). There are exceptions to this and we can discuss further should the issue arise, and this policy needs to be waived.
- VII. In the case the above policy regarding subpoenas and court is waived (or disregarded) and we are subpoenaed to appear in court -- even with a waiver of this policy-- you will be billed for the full standard fee for Court Related work of \$200/hour for all professional time. Any time dedicated to any court-mandated appearance including preparing documentation, discussions with lawyers and/or the guardian ad litem in connection with the court appearance and any time spent waiting at the court house in addition to time on the stand as well as any travel time will be billed at \$200 per hour. Any reduced fee granted will not apply to court related work.

## AGREEMENT TO OUR DIVORCE AND CUSTODY POLICIES

Please print, date, and sign your name below in agreement agree to abide by all the policies outlined herein including your full agreement not to have Defining You, or my therapist, subpoenaed by myself or any attorney I may employ.

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Minor's Name

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Parent's Name (Please Print)

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Date

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Parent's Signature

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Parent's Name (Please Print)

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Date

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Parent's Signature

The signature of the therapist below indicates that she or he has discussed this form with you and has answered any questions you have regarding this information.

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Therapist's Signature

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Date