Agreement Regarding Child Psychotherapy

This agreement is made between the client’s parents/legal guardians and Stacy Nalley, LCSW of Next Step Child & Family Counseling PLLC at 103 Millstone Drive, Suite C, Hillsborough, NC. 27278

I, the parent/legal guardian of:

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 (Please print child/teen name here)

understand and agree to the following:

I understand that communications between my child/teen and Stacy Nalley is confidential, subject to the limitations specified below. I understand that certain limitations to confidentiality will apply according to North Carolina state law in which the therapist has the duty to report information concerning serious risk to the child; such as suspected child abuse, which includes sexual abuse, physical abuse and neglect. Both Stacy Nalley and I acknowledge that once such allegations are reported, the therapy may still continue if all parties (all parents/legal guardians) agree. Stacy Nalley may non-consensually breach my child’s/teen’s confidentiality and inform parents and other appropriate parties of any serious harm or dangerous behaviors on the part of my child/teen which may come up during a session (e.g., such as suicidal ideation, intent to harm anyone, or cutting).

I agree to download and fill out all client forms Stacy Nalley provides and bring them in at the first time a meeting with Stacy Nalley occurs; so that I am clear about client confidentiality and guidelines. I understand that signing and bringing in this form is essential to that process.

Separation or divorce is hard on everyone, especially the children. When the parent relationship is in turmoil, it is even more important for the psychotherapy to take place in a safe, sheltered and therapeutic environment. This environment is undermined when children worry that what they say in therapy will be revealed in court, and possibly used against a parent in an adversarial way.

To protect that environment, I understand and agree that I will not involve or engage Stacy Nalley in any legal issues or litigation in which I am a party to at any time either during my child’s therapy or after the therapy terminates. This would include any interaction with the Court system, attorneys, any Guardian ad Litem, psychological evaluators, alcohol and drug evaluators, or any other contact with the legal system.

I also understand that Stacy Nalley, through her malpractice liability attorneys’ advice, is prohibited from engaging in a dual relationship as an expert witness in any legal custody or visitation action in court regarding my child/teen. Her role is solely as an individual therapist for my child. She can not undertake any “reunification” therapy or other professional family therapy role as a result. She can not make custody or visitation recommendations or arrangements. I agree not to subpoena Stacy Nalley as a witness in any legal action having to do with the issues discussed in this treatment. However, Stacy Nalley may be willing to discuss the therapy with a court ordered Special Master, Parent Coordinator or Custody Evaluator representing the legal interests of my child, unless my permission as a parent or guardian is not legally required (for instance, when there is a court appointed GAL, a DSS investigation or minor’s counsel), in order to provide information that might be helpful to such a professional in determining the best interests of the child.

If I believe I must violate this agreement and subpoena Stacy Nalley to testify at a deposition or a hearing, I understand and agree that I will be responsible for her forensic fees in the amount of $1750.00 for one-half (1/2) day, $3750.00 for one whole day plus travel time to be paid by money order or bank check five (5) days in advance of any court appearance or deposition. Any additional time Stacy Nalley may spend for any forensic matters related to such a subpoena will be billed at the rate of $500.00 per hour, including travel time. I understand that if I subpoena Stacy Nalley, she may elect not to speak with my attorney, and such a subpoena may result in Stacy Nalley withdrawing as my child’s therapist. I agree to work out termination sessions as determined by Stacy Nalley, in such a case, for two (2) to four (4) sessions with my child.

I understand that Stacy Nalley will inform me of the general goals and progress of my child’s treatment through joint attendance at a parent-therapist session to be scheduled with both parents together if they are named as custodial parents. Parents will be provided with a general verbal understanding of the main content issues of the therapy. However, the child or teen is given the right to confidentiality. This means that specific issues discussed may not be communicated to me if it is deemed best to maintain the child’s privacy; if my child requests Stacy Nalley to keep their concerns private; or if in Stacy Nalley’s professional judgment, it is not in my child’s best interest to reveal such material. Stacy Nalley will make every effort to encourage and assist my child/teen to share concerns or information directly with me when appropriate.

I understand that communication about therapy other than scheduling (which may include phone calls or texting) can only take place in Stacy Nalley’s office, not through phone calls, texts or emails. Therapy is paid for on a fee for service basis. I agree that payment must be brought to each session, unless other arrangements are made and agreed upon by Stacy Nalley. Debit or credit cards may be used at the time of the appointment; but office policy prohibits using credit or debit card numbers over the phone for safety reasons. If I am the noncustodial parent, I will respect the therapeutic relationship between the child/teen and Stacy Nalley; and will wait for the child or teen’s readiness to engage in therapeutic conversation in a family consultation meeting, as directed by Stacy Nalley.

I understand and agree that although any previously completed evaluations, psychological summaries or reports may have been the subject of testimony or court proceedings, the psychotherapy sessions now being agreed upon will be confidential and not made the subject of testimony or of a subpoena for court purposes to produce any written documents which may be prepared during the course of psychotherapy. I agree to this to protect the confidential nature of my child’s therapy sessions and help my child progress and resolve conflicts.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Parent/Legal Guardian

Email : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell phone #: (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Stacy Nalley, LCSW