Sundstrom
CLINICAL SERVICES

Policy for Two-Home, Divorced, or Separated Families

**If the client's parents DO NOT live in separate homes, please skip to the bottom of this page to sign that you received the policy, even if it does not pertain to your family structure.*

We are committed to supporting families with collaboration and clear communication. The unique challenges of families with custody concerns require clarity of our policies at the outset of treatment, and we encourage you to review this carefully. Each family's situation is unique; you are invited to discuss our policies and your circumstances with your provider at the initial intake session.

PLEASE NOTE: We cannot determine prior to your first appointment, such as through the front office, how your family's needs will be addressed.

The initial intake session will determine the fit between your family's needs and your provider, and an initial appointment is not a guarantee of continued treatment. Sometimes, separate providers for the minor and parents are needed, other times there may be individual-child focused sessions or joint (parent-child) work. While all our providers work with divorce cases, on occasion the level of conflict indicates that you need to work with a highly specialized provider, which may not be apparent until our first meeting. We understand this can be difficult for families who have waited for care, but we also want to ensure the right treatment approach and training to be effective. Treatment specifics will be determined by you and your provider in keeping with Oregon law, our ethical code, and standards of best practice.

Important Information:

- Generally, it is **not possible for the front staff to answer questions beyond the policies stated below. Questions should be directed to the treating provider**. It is recommended that both parents can receive our policies on portal. But it remains your responsibility to ensure that this policy has been communicated to the other parent prior to starting services. Both participating parents will be asked to sign.

- Families are encouraged to be clear about the legal statutes. Some statutes apply generally to all healthcare; however, **some statutes are UNIQUE TO MENTAL HEALTH SERVICES**; therefore, operations may differ from other healthcare providers (e.g., see statutes ORS 109.675, 109.680, 109.695).

- **We request a copy of your custodial paperwork to specify legal rights.** (ORS 107.154; 109.675, 109.672)

- **Clinical notes are for treatment only and not for legal use, except by law or court order.**

- SCS practitioners do not provide legal or court services such as parenting evaluations, fitness recommendations, or Parent Coordination. Specialists should be consulted for parent "reunification" or non-preferred parental attachment needs.

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Parent's Rights in Mental Health Treatment (ORS 107.154; 109.672; 109.650/680):

*Please note the following does not apply to parents whose rights have legally been terminated; but **DOES apply to a parent who has legal rights but is considered "non-custodial."**

1. Either parent, regardless of custodial status, may initiate and participate in therapy.

2. The type of participation and form of communication will be determined by the provider based on their training and best practices. In most instances, we support and collaborate with both parents. However, the legal statutes do not guarantee HOW a parent will participate in sessions or provided information (e.g., frequency of appointments, with or without minor, written vs. verbal communication, even number of sessions, etc.).

3. One parent's objection to policies or treatment does not stop treatment if the other parent consents.

4. A non-custodial parent MUST be notified of treatment at some point during treatment (unless their parental authority has been legally terminated or there are safety considerations).

5. Regardless of custodial status, both parents have rights to some information about the minor's mental health treatment. However, information or consent for treatment is not always gathered from both parents at the beginning of treatment.

6. There may be some limitations on a parent's access to information based on the minor's legal rights or safety concerns.

7. We encourage parents to recognize that asking for a written record of a minor's sessions can feel quite vulnerable for youth, particularly when there is conflict, and may not be the most effective means to get information about treatment.

Minor's rights in mental health treatment (109.675; 109.695; 109.650/680):

1. Minors aged 14+ can initiate and consent to their own treatment and have privacy rights. Consideration must be taken to balance these legal rights with parental rights and may prevent the releasing of written records or other information to parents. (ORS 109.675, 109.695)

2. A minor's objection to a parent's participation may not be sufficient to prevent a parent's participation. HOW a parent participates, or the format of information given, will be determined by the provider based on the needs of their client. (ORS 109.650/680, 109.695

3. The provider will take into consideration the best way to communicate with each parent, given the needs of, and impact on, the minor from such disclosures. (ORS 109.695)

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Financial Responsibility:

1. The parent initiating and signing for services will be considered the GUARANTOR; the other parent will be referenced as the ADDITIONAL PARENT. The parent who holds the insurance benefits is referenced as the SUBSCRIBER; sometimes the Guarantor and the SUBSCRIBER are the same person, but not always.

2. The Guarantor will be financially responsible for any unpaid balance on the minor's account—regardless of custodial decrees. This may include balances that remain unpaid by the secondary parent. At times the Guarantor may need to be changed, and this will be discussed with each party.

3. Financial disputes related to services provided through SCS are not to be resolved through our office.

4. Copayments are due at the time of service. We will try to collect payment from the parent who has brought the minor on the given day of service but cannot guarantee this. **We cannot split a copayment between two parents.**

5. If both parents want to participate, they must each have a credit card on file to facilitate payment, except at the discretion of a provider. Appointments may not be scheduled by a parent without having a credit card on file, unless other arrangements have been made with the provider.

6. We will not bill separate balances for each parent, and it may not always be possible to apply copayment balances, insurance credits, or other financials in a manner that is desired by parents.

7. Receipts of payment can be requested at the time of services by the parent making the payment. Additional financial documentation may be available on the portal.

8. Services typically occur with the minor as the client and documented in the minor's health record and billed to the minor's insurance. Exceptions may include billing under a parent's individual benefits or the Additional Parent's insurance. At times, "family therapy" (CPT 90846 or 90847) or other services (e.g., psychological assessment, groups, etc.) are NOT covered by insurance and will be billed to the scheduling parent's card on file or the Guarantor. We encourage both parents to review the coverage policies for the minor's insurance carrier.

9. Out-of-session communication (e.g., emails, phone calls, consultation with other professionals, written summaries, record reviews, etc.) is subject to ORS codes and are generally not considered "medically necessary" by most insurance companies. Typically, this results in out-of-pocket charges to the credit card on file of the parent requesting such services or the Guarantor.

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Scheduling and Electronic Health Record (EHR) Access:

1. The first appointment will be with the Guarantor ONLY (no minor present). The Additional Parent may schedule a separate intake appointment, if desired. Minors attend after this intake has been completed.

2. It is generally recommended that parents participate in separate appointments from one another, as it can be stressful for minors to navigate two parents at their sessions.

3. Ideally, parents will coordinate scheduling. Parents are encouraged to schedule appointments ONLY during their parenting time and to avoid making changes to another parent's appointments, unless mutually agreed upon.

4. When parents are unable to coordinate scheduling, communication is improved when we know which parent has scheduled and is responsible for the session. To facilitate this, the appointment will be listed under the parent's name as a "Demographic Hold." This helps reminder notifications and billing to be applied more accurately. The actual treatment provided will be documented under the minor's health record at the time of service. Parents who schedule with a demographic hold have separate access to their own portal for a list of appointments. It is not permitted to change nor obtain a listing of another parent's "Demographic Hold" appointments with our front office.

5. It is each parent's responsibility to schedule far enough in advance to maintain effective access and communication with their minor's provider. Given the demand for services and full caseload, this may mean scheduling 4-12 weeks in advance.

6. Access to Portal: The Guarantor is given portal access at the onset of treatment. The Additional Parent and minors 14 years and older may request separate access. The portal allows medication refills, viewing of appointments and statements, and payment of bills online. Messages sent through the portal are part of the health record and visible to anyone with access. At times, adjustments must be made regarding who has access to portal information and this will be discussed with your provider.

7. Documentation: Except for receipts for payment, additional financial and scheduling documentation can only be released by our front office to the Guarantor. Clinical documentation or any requests from the Additional Parent must go directly to the provider during a session to discuss the need, usage, and any impact on therapy.

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Agreement:

I have read and agree with this policy. I consent to my child receiving services and will participate as beneficial. Specific questions for my situation will be addressed by the provider, not the front staff. (Please request additional copies be directed to an additional caregiver if applicable.) Your signature below indicates agreement or that your child is not in a two-homes family structure.

_____	_____
Client Name	Guarantor Name
_____	_____
Client or Guarantor Signature	Date