

# DIVORCE, SEPARATION, FOSTER CARE & CUSTODY AGREEMENTS

Pediatric Associates of Winchester (PAW) is dedicated to the health and well-being of our patients. Because our patients are children, we rely on parents and other supportive adults to assist us in their care. Children of divorced or separated parents sometimes present our practice with unique challenges; therefore, we need to establish what PAW's philosophy is to avoid any misunderstandings going forward:

- Although both parents have a right to their children's medical information, we will not REPEAT information given at a visit. We request parents share medical information with one another. If Mom or Dad has a *Court Order* that restricts the other parent's role, you are required to provide a copy of that legal document along with a letter from your attorney that describes our office's legal obligations. We believe that such matters should not enter into a child's medical treatment.
  - a) **Only parents** (or legal guardians) may consent to treatment for their children, **unless** they have given advance written parental authorization to another person. Custodial parents of minors authorize another adult to consent to treatment for their children.
  - b) "Joint Custody" mean that each parent has equal access to child's medical record. Without a court order, we will not stop either parent from obtaining their child's medical records or their child's test results.
  - c) We will not call the other parent for consent prior to treatment.
  - d) We will not call the other parent after every visit to report on the visit

## Who can consent for treatment when a child has been removed from the custody of his/her parents?

When a child is entrusted to a local agency (such as the Department of Social services) without termination of parental rights, the healthcare provider needs to know who is consenting to non-emergent medical or surgical care for the child. The agency will need to provide you with this documentation so that it can be given to us for the consent to treat. If the parents retain the right to consent to medical and surgical care then the agency does not have the authority to make health care decisions for the minor (except in case of emergencies). If the agency is not absolutely certain of its authority to grant consent, or if the healthcare provider is not comfortable, then the entrustment agreement or court orders should be examined. **Documentation of the agency's authority is extremely important.**

In the case of treating a foster child, either the court or the Director of Social Services of the county that has custody of the child has the right to consent to health care treatment needed by the foster.

- a) There is **NO** provision that gives the right to the foster parent. So, if a foster child shows up with his/her foster parent(s), the foster parent(s) must produce either written authorization from the applicable DSS Director, an Order from the court or the written consent of the child's natural parent before providing treatment or medical information.

In the case of a person standing in as *guardian ad litem* or as *in loco parentis* (someone acting on behalf of the parents because the parent(s) are incarcerated/indisposed and no court proceedings have occurred yet):

- a. If the biological parent cannot be found, it is acceptable to treat a child upon the authorization of the person standing as *guardian ad litem* or as *in loco parentis*
- b. A person standing a *guardian ad litem* or as *in loco parentis* for consent purposes may only have access to the health information of the child as it relates to the treatment, he/she has authorized.

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- If a step-parent or other adult should bring your child in, we must have a Parental Authorization on file within the past year and care will be given. In circumstances when it is unclear whether or not the attending adult has the right to consent to treat, we will call you to obtain a one-time verbal authorization.
- The parent authorizing treatment and bringing the child in for an appointment is **responsible** to PAW for payment. All payments are due when services are rendered.
  - a) In the case of contracted insurance only, copay, co-insurance and/or deductible may be due at the time services are rendered. Subsequently, all charges deemed parent responsibility by the contracted insurer are due to PAW **by the parent who authorized treatment.**
  - b) If the separation/divorce decree requires the other parent to pay all or part of the treatment costs, it is the authorizing parent's responsibility to collect from the other parent.
  - c) Please **do not** ask our office to collect payments from a parent who is not at, or maybe unaware of the visit.
  - d) We cannot mediate financial disputes between parents. Any disputes about reimbursement for medical expenses need to be settled between the parents.
  - e) In case of self-pay families, all payments are **DUE WHEN THE PATIENT IS SEEN.**
  - f) A copy of the bill, with appropriate insurance coding, will be given to authorizing parent at each visit.
  - g) If the account is not resolved in a timely manner, the authorizing parent's information will be submitted to our collection agency.
- Other situations that are not in the best interest of your child will not be tolerated:
  - a) On parent making appointments and the other on cancelling them
  - b) A parent who asks us to write or say negative things about the other parent
  - c) If the natural parents cannot agree to consent to treatment and PAW is brought into a domestic situation, both natural parents will receive a letter stating we will **not** provide further (non-emergent) care to the child until the natural parents work it out amongst themselves and provide a letter signed by both natural parents indicating who can consent to treatment.
  - d) Any other behaviors which interfere with our ability to provide excellent medical care to all of our patients.
- We reserve the right to charge an administrative fee for copying records should the requests become excessive.

**Should the issues that come between parents become disruptive to our organization or there is non-compliance with this policy, we will immediately terminate the patient/physician relationship so care can be transferred to another practice.**

**If this philosophy presents a problem for either parent, perhaps this might not be the right practice for you.**

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I have read the Divorce, Separation, Foster Care & Custody Agreements policy of Pediatric Associates of Winchester and I understand and agree to this policy.

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Signature of Parent/Guardian Date

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Print Name

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Relationship to patient