

# *Tracy Lamperti, LMHC, BCETS*

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## Cases Involving Custody

The following conditions apply to all cases involving divorcing, divorced, or never married custody cases.

### When the child is the identified client:

1. Consent for therapy is required from each parent. Ideally, parents will participate in parent meetings together. Separate appointments will be offered if needed. If one parent relinquishes consent, therapy will be terminated unless a court intervention determines otherwise.
2. Each parent will be informed of the treatment plan, procedures and goals.
3. Each parent will be offered an appointment at regular intervals to review progress.
4. Consent for communication and/or records with past and/or current providers, schools, physicians, courts, etc.; of the child may be requested. Each parent will be required to sign the consent in order for it to be considered valid. If one parent relinquishes their consent, the entire consent will become invalid.
5. Parents must be aware that the parents are not the "client" and thus do not have a privilege of confidentiality. I am free to share information from one parent with the other and vice versa, as well as parties with whom parents have signed a consent noted in #4 above. I have no intention of stirring issues or making matters worse and will make every effort to not do so. Nonetheless, neither parent should assume that statements they make to me will remain confidential.
6. I will not disclose any of the confidential communication that has occurred between myself and my client/your child, as they have a privilege of communication. This privilege can only be waived by a Guardian ad litem appointed for the purpose of waiving this privilege.

\* If one parent has sole legal and physical custody and does not agree to the other parent being involved, verification of the custody order via a court document will be required. I will document in the client records the custody order and that the one parent did not consent to the other being contacted.

When the parents are the identified client

(when services are requested to aid parents in helping their child with a smoother divorce):

1. One adult will be identified as the client for insurance purposes; however, each adult is required to consent to therapy. If one parent relinquishes consent, therapy will terminate, unless a mutually agreeable decision is reached for my continuing with one parent.
2. Neither parent will communicate with me regarding treatment issues either in person or by phone without the other parent's knowledge. There will be no individual appointments unless agreed upon by both parents in the form of treatment goals.
3. Consent for communication and/or records with past and/or current providers, physicians, courts, etc., will be requested. Each parent will be required to sign the consent in order for it to be considered valid. If one parent relinquishes their consent, the entire consent will become invalid.

All Cases

1. Copayments/payments are due at each session regardless of any financial agreement determined by the court and without regard to which parent brings the child to the appointment.
2. No-shows and cancellations without the required 24 hours are due from the parent that did not show or provide the required 24 hours notice.
3. Insurance companies do not reimburse for court services. All requests for services involving court issues will be billed directly to the parent who requested the services at the rate of \$120 per hour (billed in 15-minute increments). A retainer of \$200 will be required. These services include but are not limited to the following:
  - Deposition;
  - Legal testimony including transportation to and from Court and all time spent;
  - Written treatment summary/recommendations;
  - Communication/consultation with probation/GAL/anyone hired by the Court;
  - Communication with either party's lawyer;

\*Consent will be required from each parent for all services involving court proceedings with the exception of when there is a subpoena.

*I have read this contract in its entirety and been given the opportunity to ask questions and get clarification about any part that may not have been understood. My signature indicates that I understand and accept these conditions.*

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Signature of Parent/Guardian Date

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Signature of Parent/Guardian Date

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Tracy Lamperti, LMHC, BCETS Date