Divorce, Separation, Foster Care, & Custody Agreements

While we realize this agreement may not apply to every family's specific situation, Raleigh Pediatric Associates believes it is important to communicate our standard approach and office expectations to all of our families to enable us to focus on providing quality medical care

Raleigh Pediatric Associates 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 have this agreement to help establish what Raleigh Pediatrics philosophy is and set the expectations of parent's communications with one another to help us avoid any misunderstandings going forward.

- Although both parents have a right to their child's medical information, we will not REPEAT information given at a visit. We request parents share medical information with one another. To help facilitate this communication, we also offer a patient portal that both parents can access to be able to view clinical summaries from child's visit. If you complete and return a patient proxy form to our office, a portal invite will be sent to you to access your account.

  If either parent has a *Court Order* that restricts the other parent's role, you are required to provide a copy of that legal document; with a letter from your attorney, (if pertinent) that describes our office's legal obligations. If this information ever changes, please update our office so we have the most current information. We believe that such matter 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 may authorize another adult to consent to treatment for their children (per NC law).
  b) 'Joint Custody" means that each parent has equal access to the child's medical records. 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) If a stepparent, 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 the attending adult has the right to consent to treat, we will call you to obtain a one-time authorization.

- For Billing purposes, our system requires one parent or guardian be listed as the guarantor on your child's account. This means:

  a) The guarantor is financially responsible for any charges deemed patient responsibility.
  b) The guarantor is the person who will receive statements from our office.
  c) If both parents share costs under a custody or divorce agreement, it is the guarantor's responsibility to work out reimbursement with the other parent. Our office cannot divide or redirect bills between parents.
  d) We cannot mediate financial disputes between parents. Any disputes about reimbursement for medical expenses need to be settled between the parents.
  e) A parent can request a copy of the bill, with appropriate insurance coding, for the visit.
  f) If the account is not resolved in a timely manner, the guarantor's information will be submitted to our collection agency.

- Other situations that are not in the best interest of your child and will not be tolerated are:

    a) <u>One parent making appointments and the other one cancelling or rescheduling them</u>. Our office staff will not contact another parent to inform them when an appointment is made or changed. We kindly ask that parents communicate directly with one another regarding appointments or through whatever means have been legally established by your attorney or through court proceedings.
    b) A parent who asks us to write or say negative things about another parent.

    c) If the natural parents cannot agree to consent to treatment and Raleigh Pediatrics is brought into a domestic situation, both natural parents will receive a letter stating that 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 that 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.

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 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 healthcare decisions for the minor (except in the case of emergencies). If the agency is not certain of its authority to grant consent, or if the healthcare provider is not comfortable, then the entrustment agreement or court order 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 that county that has custody of the child has the right to consent to health care treatment needed by the foster.

- There is NO provision that gives that right to the foster parent. If a foster child presents 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* (someone acting on behalf of an adult patient) 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 located, it is acceptable to treat a child upon the authorization of the person standing as *guardian ad litem* or in *loco parentis.*
b) A person standing as guardian ad litem or 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.

While we do realize that navigating co-parenting arrangements can sometimes be challenging for parents. Should those challenges become disruptive to our organization or there is non-compliance with this agreement, 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.

Divorce, Separation, Foster Care, & Custody Agreements

My signature below indicates that I have read the Divorce, Separation, Foster Care, & Custody Agreement policy of Raleigh Pediatric Associates and I understand and agree to this policy.

I am the parent for the following child(ren):

NAME	DATE OF BIRTH	CHART # (interoffice use)

_____ _____

Signature of Parent/Guardian/Patient/Guarantor Date

_____

Printed Name

_____

Relationship to Patient

TW/kfm(approved by Medical Mutual) 7/8/2015-Reviewed/Revised 7/30/2025-pd-Updated 10/2025- kfm
Updated 6/2026 jvh