



Burkhart Pediatric & Adolescent Dermatology

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Divorce, Separation, Foster Care and Custody Agreements

Burkhart Pediatric & Adolescent Dermatology, PLLC is dedicated to the health and well-being of our patients. Because our patients are children and adolescents, we rely on parents and other supportive adults to assist us in their care. Families experiencing divorce or separation may have unique communication and/or decision-making needs. In order to avoid any misunderstandings going forward, we are explaining our philosophy.

Parents' Rights to Children's Medical Information

Although both parents and/or guardians have a right to their child's medical information, we will not repeat information that we have provided during a visit. We request that parents share medical information with one another. If one parent 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, describing our practice's legal obligations. We believe that such family matters should not enter into a child's medical treatment.

Consent to Treatment

- Only parents (or legal guardians) may consent to treatment for their children, unless they have provided advance written parental authorization to another person. Custodial parents of minors must authorize another adult to consent to treatment for their children (per NC Law).
- "Joint Custody" means that each parent has equal access to the 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.
- We will not call the other parent for consent prior to treatment.

Who can consent for treatment when a child has been removed from the custody of their parents?

- **Local agency**

When a child is entrusted to a local agency (such as the Department of Social Services) without termination of parental rights, the healthcare provider must know who is consenting to non-emergent medical or surgical care for the child. The agency must 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 health care decisions for the minor (except in the 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 order must be examined. Documentation of the agency's authority is extremely important.

Continued

- **Foster care**

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.

NO provision gives the right to consent to health care treatment to the foster parent. If a foster child shows up with their 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 we can provide treatment or medical information.

- **Guardian ad litem and in loco parentis**

If a person is 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):

- 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 in loco parentis.
- A person standing as guardian ad litem or in loco parentis for consent purposes may have access only to the health information of the child as it relates to the authorized treatment.

- **Step-parent or another adult**

If a step-parent, or other adult, brings your child to our practice, we must have a Parental Authorization on file within the past year in order to provide care. 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 authorization.

Responsibility for Payment

The parent authorizing treatment and bringing the child to our practice is responsible to Burkhart Pediatric & Adolescent Dermatology, PLLC for payment. All payments are due at the time of service.

- If we are an in-network provider with your insurance company, a copayment, co-insurance and/or deductible may be due at the time that service is rendered.
- If we are an out-of-network provider with your insurance company and are filing a claim on your behalf, payment is due at the time that service is rendered.
- If you do not have health insurance and are a self-pay family, payment is due at the time that service is rendered.
- 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.
- Please do not ask our office to collect payments from a parent who is not at, or maybe unaware of, the visit.
- We cannot mediate financial disputes between parents. Any disputes about reimbursement for medical expense need to be settled between the parents.
- At each visit, we will provide the authorizing parent with a copy of the bill with appropriate insurance coding.
- If payment issues are not resolved within 120 days after billing for services, we will submit the authorizing parent's information to our collection agency.

Other Important Information

Burkhart Pediatric & Adolescent Dermatology, PLLC does not tolerate the following behaviors that are not in the best interest of your child:

- One parent making appointments and the other one cancelling them.
- Request from a parent to write or say negative things about the other parent.
- Disagreement between the natural parents on consent to treatment. Should this situation arise, Burkhart Pediatric & Adolescent Dermatology, PLLC will send both natural parents a letter explaining that we will not provide further (non-emergent) care to the child until the natural parents agree between themselves and provide a letter signed by both natural parents indicating who can consent to treatment.
- 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 (ie. more than 2 requests in a 90 day period).

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.

I have read the Divorce, Separation, Foster Care, & Custody Agreements policy of Burkhart Pediatric & Adolescent Dermatology, PLLC and I understand and agree to this policy.

Signature of Parent/Guardian: _____

Print Name: _____ Date: _____