

REUNIFICATION THERAPY SERVICES AGREEMENT

Welcome to Link Therapy and Mediation, LLC and The Creative Therapy Center, LLC. Most families seeking reunification therapy are, or have been, in the midst of a stressful transition. We understand that it takes courage to begin the process of creating a new normal for your family and that different family members may have different thoughts and feelings about beginning family therapy. We hope this document will help answer some of your questions so that you feel more confident taking the step toward healing for your family. Because we understand documents of this nature can be difficult to understand at times, we would be happy to meet with your family in person to discuss any remaining concerns that could help you make the decision about whether our services are the right fit for your unique circumstances at this time.

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. This Notice, which is included in this Agreement, explains HIPAA and its application to your personal health information. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us (both Link Therapy and Mediation and The Creative Therapy Center). You may revoke this Agreement in writing at any time. That revocation will be binding on us (and our clinics) unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

1. Description of Reunification Therapy:

Reunification therapy is NOT an evaluation or a process that will result in any recommendations. Link Therapy and Mediation, LLC and The Creative Therapy Center, LLC, along with our employees, may make *therapeutic recommendations* related to the therapeutic process itself, but legal recommendations or custody recommendations are outside our scope of competency. Reunification therapy IS a process by which families can build healthy and connected relationships in the midst of difficult transitions, particularly in situations in which one parent has not had regular contact with the child(ren). The hope of reunification therapy is that it will result in the re-establishing of the parent/child relationship.

At Link Therapy and Mediation, LLC and The Creative Therapy Center, LLC, we use a specific model of reunification therapy which we have found to be most effective with families that have prolonged conflicts and complicated clinical issues, which are common in families seeking reunification therapy. Both parents are required to participate in the reunification process, as both affect the outcome of the process for the child(ren).

Depending on your family's circumstances, we may use a model of reunification therapy that requires the collaboration of two therapists; one who meets with the children, and one who meets with the parents. This team approach allows the children to have a place to discuss their family situation with a person who is not also in the role of therapist for either parent. This allows the children's therapist to focus on their needs and feelings without being lobbied by either parent. The therapist who works with the parents is able to receive information about the children's needs and concerns, and to use this information to help the parents best manage the difficulties that the children are facing. Sometimes, this takes the form of coaching or advising. At other times, parents have feelings or issues of their own that affect the reunification process.

The process begins with each parent having a session with the therapist who will work with the child(ren). At this time, the therapist will review the steps of the reunification therapy process with each parent, and ask each parent to give consent for the children to participate in the therapy. Each parent also has the opportunity to describe the background of their family and why reunification therapy is necessary.

During the session, the therapist will assess whether a single therapist will be sufficient, or whether the two-therapist model will be used. Only after the parents have both had the initial meeting with the children's therapist will the children be introduced to the process.

The children will meet with their therapist, either together as siblings or individually. The therapist will assess the children's readiness for contact with the reunifying parent, and assist the children to prepare for upcoming encounters with this parent. All efforts are made in this process to proceed at an appropriate pace for the child. This does not mean, however, that the child always chooses when the first contact with the reunifying parent will occur. Sometimes when children have been estranged from a parent for an extended period they become anxious about resuming contact and must be urged to have this first encounter. This will not occur until the therapist deems that they are psychologically ready for the encounter, however.

The reunification therapy model offers several advantages. Reunification therapy is structured, with expectations for frequency of attendance for all family members, so problems are addressed proactively before they escalate. Also, the entire family participates in reunification therapy, so children feel that their whole family is working and they are not left alone to tackle these difficult family issues.

When the two-therapist model is used, the reunification therapists work collaboratively, and consult with each other between sessions to coordinate the actions that will most benefit the family.

2. Psychological Services:

Like all psychotherapy, reunification therapy is not easily described in general statements. It varies depending on the personalities of the psychologist and clients, and the particular problems you and your family are experiencing. There are many different methods we may use to deal with the problems that you hope to address.

Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant

aspects of your life, you and your children may experience uncomfortable feelings like sadness, anger, or frustration. Also, reunification therapy is often difficult for family members, particularly parents, because it requires that each person put aside hurt feelings and past history to work toward what is best for the child(ren). Even though it is tempting to use the process to get retribution or vindication, reunification therapy requires parents to give children the freedom to build a relationship with the other parent free of interference or negative influence. When successful, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Therapy can involve a large commitment of time, money, and energy, so you should be very careful about engaging in the process effectively. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you provide you with referrals to another mental health professional for a second opinion.

3. Fees:

The fees for reunification therapy sessions average approximately \$100 per hour (subject to adjustment on January 1 of each year). Because insurance companies set the rates for different types of sessions, sessions may vary between \$120-200 for the initial diagnostic sessions (for each therapist present) to \$90-160 for individual/family sessions, but on average, costs balance out to \$100-125 per hour.

If you become involved in legal proceedings that require participation from The Creative Therapy Center or Link Therapy and Mediation, you will be expected to pay for professional time even if the therapists are called to testify by another party. Because of the difficulty of legal involvement, The Creative Therapy Center and Link Therapy and Mediation charges \$250.00 per hour for preparation and attendance at any legal proceedings; including travel to and from the court hearing and wait time before or after the court hearing. This also includes report writing for a court proceeding, meetings with attorneys, GAL's, custody evaluators, or any other party involved in a court proceeding.

This table summarizes what we bill the insurance companies for covered services. Please note that not all components of reunification therapy are billable to insurance:

Link Therapy & Mediation, LLC Fee Schedule

Services	Intern	Mental Health Practitioner	Licensed Mental Health Professional
90791 Intake (60 min)	\$100	\$120	\$200
90832 Individual/ Family Therapy (30 min)	\$40	\$50	\$85
90834 Individual/ Family Therapy (45 min)	\$55	\$70	\$110
90837 Individual/	\$80	\$100	\$160

Family Therapy (60 min)			
90846, 90847 Family Therapy (45-50 min)	\$70	\$90	\$140
90785 Interactive Complexity (added on to codes above in appropriate circumstances)	\$5	\$8	\$10
90839 Crisis Therapy (60 min)	\$110	\$135	\$225
90840 Crisis Therapy (30 min add on to 90839 above)	\$55	\$70	\$115
Court Fees	\$250	\$250	\$250

The Creative Therapy Center, LLC Fee Schedule

Services	Intern	Mental Practitioner & Professional
90791 Intake (60 min)	\$100	\$150
90832 Individual/ Family Therapy (30 min)	\$40	\$75
90834 Individual/ Family Therapy (45 min)	\$60	\$120
90837 Individual/ Family Therapy (60 min)	\$80	\$150
90846, 90847 Family Therapy (45-50 min)	\$60	\$120
90785 Interactive Complexity (added on to codes above in appropriate circumstances)	\$5	\$10
90839 Crisis Therapy (60 min)	\$100	\$200
90840 Crisis Therapy (30 min add on to 90839 above)	\$50	\$100
Court Fees	\$250	\$250

In-network Insurance: If I have insurance coverage with a company that Link Therapy and Mediation and/or The Creative Therapy Center is/are in-network with, I have the following options:

- Bill my insurance using an approved diagnostic code at the fees listed above
- Pay the fee listed above in full

Out-of-network Insurance: If I have insurance coverage with a company that Link Therapy and Mediation and/or The Creative Therapy Center is **out-of-network** with, I have the following options:

- Bill my insurance using an approved diagnostic code (in which case I could be responsible for the difference between what my insurance covers and the *full* amount listed above, regardless of what the allowed amount would be for an in-network provider)
- Decide not to use my insurance and pay the fee listed above in full

No insurance coverage: If I do not have insurance coverage, I have the following option:

- Pay the fee listed above in full

4. Deposit:

An initial deposit of \$2000.00 is required to begin the process. We can take cash, check, Visa, MasterCard, or Discover. This amount may be shared by the parents, or not, in accordance with their financial agreements or Orders. \$1000.00 payment should be made to Link Therapy and Mediation, LLC and \$1000.00 payment should be made to The Creative Therapy Center, LLC. Please note there is a \$20 fee for all returned checks.

Funds in this deposit will be held in reserve to secure any fees that are not covered by insurance. These fees include the cost of sessions, plus the following, at \$100.00 per hour, in increments of .25 hours (15 minutes, \$25/increment):

- a. All phone calls related to this case.
- b. Reading and reviewing files, correspondence and other documents.
- c. Drafting memos, correspondence, and reports (non-court related).
- d. Consultations between the two reunification therapists.
- e. Consultations with other professionals.

5. Billing and Payments:

Please initial the option below that accurately describes each parent's obligation for payment of the reunification therapy fees. In any scenario, both parents may provide insurance information in an effort to have insurance help cover the costs of the therapy.

The parent named here _____ will pay 100% of all reunification therapy costs, including all sessions with either parent and sessions with the children.

The parent named here _____ will pay for their own individual sessions, plus all fees for sessions with the children and consultations between the therapists. The other parent (_____) will pay only for his or her own individual sessions.

The parents will equally divide the costs of the children's sessions and any consultations between the therapists. Each parent will pay for his or her own individual sessions.

6. Unpaid Fees:

If your account has not been paid for more than 60 days, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

7. Insurance Reimbursement:

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will often provide some coverage for mental health treatment. However, policies vary widely in regard to coverage for this type of family therapy. We will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company) are responsible for full payment of our fees.** It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

8. Missed Appointments: Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

Charges for missed appointments or late cancellations will be paid by the parent missing/canceling the appointment, if the fees are shared between the parents. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.

9. Replenishing the Deposit: Clients are each responsible for replenishing their share of the deposit when it has been reduced to \$200.00 (two hours remaining) with each therapist involved. The new deposit shall be in the same amount as was originally made, unless other arrangements are made.

10. Release of Reports and Summaries: Frequently, one or both of the parents, or the court, requests a report or summary of the family's progress in reunification therapy. Be aware that any such summary will need to include information about all participants in this process. By signing this agreement, you give consent for the other participants in reunification therapy to receive this information about your participation. Written reports and summaries, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or summary. Either parent may request a written summary or report at any time and that parent will be responsible for the cost of preparation.

11. Photocopying: I understand that any documents copied by Link Therapy and Mediation and/or The Creative Therapy Center may be charged to the party requesting them at \$.50 per page.

12. Suspension of Services: The reunification therapists reserve the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

13. Contacting Us: Due to our work schedule, we are often not immediately available by telephone because we do not answer the phone when we are with clients. When we are unavailable, our telephone is answered by our assistant or voicemail. We will make every effort to return your call as soon as possible. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you can't wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist/psychiatrist on call (or Crisis Connection at 612.379.6363), or call 911 to address the emergency you are experiencing if it is life threatening. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

14. Limits on Confidentiality: The law protects the privacy of all communications between clients and mental health professionals. In reunification therapy, the client is the entire family, so it may be necessary to the process for the therapists to share information between family members. By signing this agreement, you give consent for the therapists to do so. In most other situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, such as follows:

We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record.

Similarly, we may use examples from your case, without revealing personal details that could identify you, when training other students and therapists.

You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the

mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement. There are some situations where we are permitted or required to disclose information without either your consent or authorization:

- a) If you are involved in a court proceeding and a request is made for information concerning the professional services we provided for you, such information is protected by the privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- b) If a government agency, pursuant to their lawful authority, is requesting the information for health oversight activities, we may be required to provide it for them. Also, if a client identifies a health professional and discloses that the health professional has violated his or her ethical code when treating a client/patient, including but not limited to initiating sexual contact with a client/patient throughout the term of treatment or within two years of the termination of treatment, the appropriate board must be notified.
- c) If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
- d) If a client files a workers' compensation claim, we must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include that client's employer, the insurer or the Department of Labor and Industry.

There are some situations in which we are legally obligated to take actions that we believe are necessary to attempt to protect a client or others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in our practice.

- a) If we know or have reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years, the law requires that we file a report immediately with the appropriate government agency, usually the county Child Protection Services. Once such a report is filed, we may be required to provide additional information. This law also includes reporting the use of illegal drugs during pregnancy.
- b) If we have reason to believe that a vulnerable adult is being or have been maltreated or if we have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the law requires that we file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, we may be required to provide additional information.

- c) If we believe that you present a serious and specific threat of physical harm or violence to yourself or another person, we may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization. If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

15. Cell phone/Email/Fax Communication: If I choose to use email or a cell phone for communication I agree that I understand it may compromise the confidentiality of my information in ways my therapist cannot control. I also understand my therapist may share a fax machine with other therapists and that those therapists will work together to ensure my privacy to the best of their ability.

16. Professional Records: The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

17. Patient Rights: HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, privacy policies and procedures. We are happy to discuss any of these rights with you.

18. Minors and Parents: Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and is sometimes closely linked with the success of the reunification process, we will work closely with parents and their children to agree upon and establish boundaries that respect the privacy needs of the child. This may entail making separate and specific agreements about parents' access to their children's records. Any agreement we would make would maintain the therapists' right to immediately inform parents if we feel that the child is in danger or is a danger to someone else.

19. Termination: After a family has met the agreed upon goals, therapy services will be terminated. By signing this agreement, each family member gives Link Therapy and Mediation, LLC and/or The Creative Therapy Center permission to contact him or her after therapy has terminated to receive feedback from the family about the process that may be helpful in refining the process used with future families and training other students and professionals about how to do reunification therapy.

20. Getting Started: Parents have the option of requesting introductory sessions with us before contracting for services. These introductory sessions are billed at our regular hourly rates reflected earlier in this document for each therapist in attendance, and allow the parents to meet us and to ask any questions they may have about the process.

Once it is agreed upon that we will be working with your family as Reunification Therapists, this agreement must be signed. The parties make an initial deposit of \$2,000, which will secure our first 20 hours of work together. The initial deposit, the signed agreement, and a copy of any court orders requiring reunification therapy must be received prior to scheduling or holding any additional appointments.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT INCLUDES THE HIPAA NOTICE FORM AND THE PATIENT BILL OF RIGHTS. YOUR SIGNATURE ALSO INDICATES YOUR BELIEF THAT YOU UNDERSTAND THE SERVICES BEING PROVIDED AND HAVE NO IMPORTANT QUESTIONS THAT HAVE NOT BEEN SUFFICIENTLY ADDRESSED BY THE THERAPIST(S).

ACCEPTANCE AND SIGNATURES

PARENT SIGNATURE

I have received and read a copy of the Reunification Therapy Services Agreement, and I have addressed any questions I have about the process or payment. I agree to proceed with Reunification Therapy at Link Therapy and Mediation, LLC and The Creative Therapy Center and consent to the participation my children named here:

_____ in this therapy process as well.

I agree to pay Link Therapy and Mediation \$ _____ of the \$2,000 initial deposit.

Parent's Signature: _____

Date: _____

Print Parent Name: _____

PARENT SIGNATURE

I have received and read a copy of the Reunification Therapy Services Agreement, and I have addressed any questions I have about the process or payment. I agree to proceed with Reunification Therapy at Link Therapy and Mediation, LLC and The Creative Therapy Center and consent to the

participation my children named here:

in this therapy process as well.

I agree to pay Link Therapy and Mediation \$_____ of the \$1000.00 initial deposit.

I agree to pay The Creative Therapy Center \$_____ of the \$1000.00 initial deposit.

Parent's Signature: _____

Date: _____