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Informed Consent for Reunification Therapy: Professional Services Agreement

Reunification Therapy

Reunification therapy is a specific form of family therapy that addresses contact resistance or refusal, or estrangement between a parent and a child, most often in cases where the parents are living apart. It is most often ordered by a court when a child is resisting contact with a parent. It may also be sought out by co-parents wishing to ease a child's distress over transitioning.

There are many reasons why a child may be reluctant to have contact with a parent. The parent and child never had a well-established relationship or the difficulties may be newly emerging. Sometimes events have hurt a parent and child's relationship, including exposure to stormy or violent parent interactions or child mistreatment. In some situations one parent is knowingly or unknowingly undermining or interfering with the child's relationship with the other parent. Many times a child is reacting to the stress of being caught in the middle of parent conflict or to differences in the parents' styles of parenting, and has aligned with one parent to relieve their internal distress. Usually, there is a combination of factors at play.

In reunification therapy, the therapist will assess the family system and implement treatment that is designed to address the issues that are contributing to the child's avoidant reactions. Through the identification and targeting of these contributing factors, the therapist strives to help the child and both parents make changes that will lead to healthier and more satisfying parent-child relationships.

Methods

Reunification therapy varies depending on the particular problems that the child and parents bring forward. There are many different methods that may be employed, including individual sessions with the child or either parent, individual sessions with other family members or significant others, and conjoint sessions with two or more family members present. There are a variety of ways in which the child and the parent who is being avoided may be asked to communicate and engage with one another, including, but not limited to, telephone calls, electronic messaging, hand-written communication, and exchanging artifacts, items, photos and belongings. Parent-child outings and activities, which may last for several hours or involve an overnight, may or may not be part of the process.

Role and Responsibilities of Each Parent

Although the focus and pace of treatment is based on the needs and well-being of the child, both parents are a part of the treatment; hence reunification therapy is considered treatment of the family system, and a specialized form of family therapy. Reunification calls for a very active effort on the part of both parents. In order for therapy to be successful, both parents must work towards goals designed to help build or re-build the child's comfort level with the non-preferred parent. These goals are identified with the help of the reunification therapist.

Therapeutic work requires genuine effort on the part of each parent.

- Both parents must deeply examine their attitudes and behaviors, and work hard on shifting those that contribute to the child's reactions.

- Each parent is expected to support and encourage the child in the therapeutic endeavor, refrain from questioning the child about his/her individual sessions or time spent with the other parent, and to be as open-minded as possible about making changes of attitude.
- Each parent is expected to make treatment a priority and to work on helping their child make it a priority.
- Continuity of services is crucial to success, especially in the beginning. Frequent or long interruptions in attendance will undermine the effectiveness of the treatment. Generally, you can expect that there will be weekly sessions, tapering to less frequent sessions as soon as it is indicated. It is the responsibility of the parents to ensure that the child is present and on time for sessions. Each parent is expected to cooperate with the therapist's recommendations for how transportation to the sessions will be structured. It is sometimes requested that neither parent brings the child to sessions.
- The parent who is aligned with the child will be urged to encourage the child to engage fully in the process. This parent is asked to model cooperation and openness by supporting the child in taking steps that may feel risky to the child. This parent will be urged to keep his or her own fears and resistances in check as the child engages in therapy. This parent often feels that the process is advancing too quickly, especially when the child is observed to be dealing with the discomfort of approaching a previously avoided source of stress.
- The parent who is the target of the child's resistance will be urged to be patient with the process, as this parent frequently feels the process is too slow. This parent will be urged to keep his or her needs for a speedy reunification in check, understanding that the therapy will move at a pace that is appropriate to the child's needs and readiness. This parent will be urged to concentrate on restoring the parent-child relationship as opposed to restoring parenting time.
- Both parents will be responsible for obtaining help and support for their own reactions to the process, and the reunification therapist will assist with providing that support and will refer you to other therapists or support services as indicated.

Role and Responsibilities of the Child

It is common for children to be reluctant or resistant to participating in reunification therapy, especially if one parent is opposed to it and/or the court has ordered it. The child will receive a high level of support and encouragement by the therapist. Great effort will be made by the therapist to hear the child and understand his or her experience. The pace of the therapy will be in accordance with the needs and readiness of the child, although that does not mean that the child will never experience discomfort or feel some degree of pressure. The child's responsibility, like both parents', will be to make family therapy a priority. The child will be expected to attend sessions and engage in child-centered ways of exploring family relationships, putting forth an effort to try new ways of dealing with problems. In most cases, when both parents are committed to the process, children are likely to engage in it as well.

Role and Responsibilities of the Therapist

The therapist will either conduct a family assessment, or, if evaluations have already occurred, review previous reports and other relevant documents and records and conduct limited parent and child interviews. The therapist will work primarily with the child, but also with each parent to address how their behavior may be contributing to the problem. The therapist strives to work in a time and cost-efficient manner, but paces the process in accordance with the needs of the child. With proper releases (please note consent is mandatory requirement to engage in reunification therapy with Elizabeth Matola, MSW, LCSW), the therapist may issue therapeutic progress reports to both attorneys, both parents or the court in which the following information may be included: descriptions of the cooperation of all parties, including the disclosure of any resistance, alienation, or undermining that is observed or believed to be occurring; the general therapeutic issues that are being addressed, and the progress being made toward goals.

Role of Court (if applicable)

If reunification therapy has been ordered by a judge or magistrate, there will most likely be status conferences scheduled to review the progress of the therapy. The court may elect to assign a case manager or parent coordinator to oversee the therapy, especially if there are several therapists involved and services need to be coordinated. The court will decide issues such as parenting time, not the reunification therapist.

Benefits and Risks

Reunification therapy involves potential benefits and risks. The potential benefits for the child include reduction of distress, anxiety, anger and resistance toward a parent, improved critical thinking and conflict management skills, improved insight into family relationships and dynamics, and a greater understanding of how to avoid getting caught in the parents' issues. The potential benefits for the parents include a reduction in parental stress and conflict, improved parenting effectiveness, and healthier and more balanced family relationships. In terms of risks, reunification therapy involves approaching issues and problems that a child or parent may prefer to avoid or ignore. Approaching and discussing unpleasant issues may lead to uncomfortable feelings such as sadness, anger, guilt, frustration, anxiety and confusion. Children may externalize their feelings through their behaviors. Some children may be unable to engage in or tolerate the demands of therapy, especially if the child's resistance and separation from a parent has been long-standing, the family conflict has been particularly complex and severe or have included traumatic experiences connected with the resisted parent, or issues such as substance abuse, anger management difficulties, or step family difficulties impede progress. *While therapy can be beneficial, leading to better relationships and a significant reduction of internal distress for the child, there are no guarantees that these goals will be achieved. If therapy is not benefitting the child within a reasonable length of time, it will be terminated.*

If you have questions about my procedures, please discuss them with me as they arise. If your doubts persist, please let me know so referral options can be discussed.

Contacting me

Due to my work schedule, I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail where you can leave a confidential message. If you are difficult to reach, please inform me of some times when you will be available. In the event of a mental health crisis, call 911.

Email communication is a convenient means for scheduling appointments and exchanging other information that is not sensitive. Email is not secure as messages are stored on remote servers, it is advisable to avoid using regular email to send any information you would not want to reveal in public.

Confidentiality

The law protects the privacy of all communications between a patient and a psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- It is often necessary to talk to the non-estranged parent in the course of reunification therapy. Your agreement for such contact is required for participating in reunification therapy, and understood by your consent below.
- If attorneys or the court are involved, I will need to communicate with them, at my discretion.
- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of the parties. The other professionals are also legally bound to keep the information confidential. I

will not notify you about these anonymous consultations unless I feel that it is important to our work together.

- You should be aware that I practice with other mental health professionals and that I employ administrative services. In most cases, I need to share confidential information with these individuals/services 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/services have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my permission.
- I also have formal business associate contracts with Therapy Notes (for billing and business filings). These contracts require Therapy Notes to maintain the confidentiality of these data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with a model copy of my business associate contract.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of the patient's record to the appropriate parties, the patient's employer, the workers' compensation insurance carrier or the Labor Commission.
- There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are uncommon in my practice.
- Child Abuse: If I have reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law requires that I immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- Abuse of Vulnerable Adult: If I have reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.
- Harm to others: If a patient communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.
- Communicable Disease: If I have reason to believe that you are suspected of having or are suffering from a disease that is communicable, I am required by law to report this to the local health department.

Minors and Parents

Reunification therapy usually involves minor children. Consent for their participation is given by the parent, and it is understood that they often would not consent to participate if they were asked. It is common in court- involved cases for the non-estranged parent to be required to see that the minor children attend scheduled meetings.

Fees

I usually charge an initial retainer for ten hours of my time to help ensure continuity of service.

Fees: Individual Session (45 min) = \$100, Family \$180, Individual Session (60 min) \$150.

Reunification is not a health care service and I won't bill these services to a health care plan nor accept a health care plan's allowable fees.

Distribution of fees between parents is in accordance with court orders or by written agreement.

The parent who is SOLELY responsible for fees is (circle one) FATHER / MOTHER. If costs are to stipulated to be split: Father's percentage of fees: _____, Mother's percentage: _____.

In addition to charges for therapy sessions, I charge at my hourly rate (or portions thereof) for time spent conducting other professional services such as emailing, report writing, telephone calls attendance at meetings (in person or telephonically) or performing other services you may request of me. All travel or experiential therapy fees are billed at hourly rate starting with therapist's travel time to and from therapy office. If fees are more than 60 days past due, the signature below is sufficient for the therapist to pursue collection of fees, including small claims court.

Billing and Payments

I require payment at the time of service. I accept cash, check, MasterCard, Visa. I require a credit card on file to guarantee payment. Your credit card will be charged for amounts not paid at the time of service. If both parents are splitting the costs, I will need a credit card authorization on file for each party. If a payment is not made or a credit card charge is declined, I may suspend my services. I will accept payment on behalf of a delinquent party from any source (including the other parent) to continue services. I will account for the source of payments but will not collect payments for a delinquent party if payment is made by another party.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I 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 me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, this signed contract, and a statement of charges and payments. If such legal action or collections agency is necessary, you will be charged a collection fee of up to 50%, plus any attorney's fees, court costs, and filing fees. You will be charged interest of 1.5% per month on any balance over 30 days that is owed. You will be assessed a \$15 statement fee for any month with no billable activity and an unpaid balance. You will be charged my bank fee plus \$10 (currently \$45) for checks returned unpaid by your bank. Scheduled appointments not cancelled at least 24 hour in advance will be charged to you.

Any refunds on funds paid via credit cards will have the credit card fees deducted from the refunded amount (currently 3%).

I have read and understand the procedures for emergencies, confidentiality, billing, payment, and I consent to treatment for myself and child(ren) under the conditions described. I agree to the above described terms regarding interest, collections charges, charges for appointments missed or cancelled late, fees for checks returned unpaid, and payment of costs of collecting delinquent accounts.

Required credit card to be used to bring my account current if I do not pay by another means at the time of service.

Visa Mastercard Amex # _____ Exp: _____ card number
3 or 4 digit Card Security Code _____ Billing zip code for card: _____

Visa Mastercard Amex # _____ Exp: _____ card number
3 or 4 digit Card Security Code _____ Billing zip code for card: _____

Do you want us to bill your credit card periodically for the amount you owe? This is the best way to keep your case progressing, as I have to stop working on your case from when I send statements until I receive payment. If you check this option I will send you an itemized statement.

YES/ NO

Do you want to receive statements by email?

Yes/ NO

Your signature below indicates:

1. You have read and understand the information in this document and that you consent to you and your child participating in reunification therapy.
2. You agree to abide by the terms of outlined in this document.

_____ Name of child

_____ Name of parent

_____ Name of parent