

CASE COUNSELING, PLLC
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REUNIFICATION THERAPY ADVISEMENT FORM AND AGREEMENT

Welcome and Overview

Welcome to Case Counseling, PLLC. My name is Robin Case. I am a Licensed Clinical Social Worker-Supervisor (LCSW-S) and a Licensed Marriage and Family Therapist (LMFT) in the State of Texas. I have over 30-years of experience working as a licensed therapist.

The Court has appointed me via Court Order to serve as a Reunification Therapist to work with you and your family to address the needs of your family. Reunification therapy is a specific form of family therapy that addresses contact resistance or refusal, or estrangement between a parent and a child or other children in the family, most often in cases where the parents are living apart. Courts often order reunification therapy when a child is resisting contact with a parent; this parent is referred to as the non-aligned or non-preferred parent.

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 outbursts or interactions involving child mistreatment. In some situations, one parent is knowingly, or perhaps 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 a high conflict parent relationship, or the child may be reacting to the significant differences in their parenting styles, which has caused the child to align with the preferred parent to relieve their internal distress. Usually, there is a combination of factors at play.

In reunification therapy, I will assess the family system through a holistic approach, coordinate a workable plan with input from parents and family, and implement a plan of action that is designed to address the issues that are contributing to the child's avoidant behavior and reactions. Through the identification and targeting of these contributing factors, this Reunification Therapist will strive to help the child and both parents make changes that will lead to a healthier parent-child relationship.

Confidentiality, Insurance, Expectations of You, and Things You Need to Know

Reunification therapy is similar BUT different than traditional therapy, marriage and family therapy, mediation, and child custody evaluations. The term Reunification Therapist is used

interchangeably, and the therapist is sometimes referred to as Reunification Counselor or Reunification Specialist. The important thing you need to know is even though I am a licensed therapist (LCSW-S, LMFT), as a Court appointed Reunification Therapist, there is NO THERAPIST / CLIENT PRIVILEGE. This is one of the reasons why reunification therapy is different from traditional therapy. Please be advised, under the auspices of the Court's Order, the reunification process is NOT confidential. Furthermore, insurance companies DO NOT reimburse for reunification services because the focus is not on a diagnostic issue. However, if I happen to identify a mental health diagnosis during reunification therapy, I will assess that as a factor in the reunification process and refer the individual for treatment, if necessary.

The scope of reunification is limited to matters concerning your child or children in the context of the entire family system. Even though you may have understandable grievances from the past, or you may object to present actions by a parent, the *focus* of reunification is concerned *only* with how that behavior affects the child(ren) *now*: whether it is positive – negative – or neutral.

Role and Responsibility of Each Parent

The focus and pace of reunification therapy is based on the needs and well-being of the child(ren). However, both parents are a part of the reunification therapy process. As such, the therapist must consider the whole family in the treatment or reunification process. Reunification therapy is a specialized form of family therapy. Reunification calls for a very active effort on the part of **both** parents. In order for reunification therapy to be successful, **both** parents must work toward established goals (See attached Exhibit A... Reunification Therapy Goals) designed to help build or re-build the child's comfort level with the non-preferred parent. These goals will be identified with the assistance of the reunification therapist in a team, collaborative effort with **both** parents to the extent possible. The therapist will likely observe things the parents are not aware of that contribute to the child's distress. The therapist will coach and educate in the reunification process to help parents avoid repeated mistakes to achieve a workable plan that is satisfactory to the family unit.

Therapeutic work requires genuine effort on the part of **both** parents. Your responsibilities include:

- Both parents must deeply examine (don't skim the surface) their attitudes and behaviors, and work hard on shifting set-ways, attitudes, beliefs, and behaviors that contribute to the child's reactions.
- Each parent is expected to support and encourage the child in this therapeutic endeavor; to refrain from questioning the child about his/her individual sessions or the time spent with the other parent. Please be as open minded as possible about making positive changes. Something is not working – try something different! You may be surprised. Generally, people resist change. I am asking you to embrace it, not fear it.
- Each parent is expected to make therapy sessions a priority and to help your child(ren) make it a priority, too.

- Continuity of services is *crucial to success*, especially in the beginning. Frequent or long interruptions in attendance will undermine the effectiveness of therapy. Generally, you can expect that there will be weekly sessions, tapering to less frequent sessions as soon as it is warranted. 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 sessions will be structured. It is sometimes recommended that neither parent brings the child(ren) to sessions.
- The parent who is aligned with the child will be urged to encourage the child to engage fully in the reunification process. The aligned parent is asked to model cooperation and openness by supporting the child or children in taking steps that may feel risky to the child. The 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 reunification process, as this parent frequently feels the process is moving too slow. This parent will be urged to keep his or her needs for a speedy reunification in check. The therapist will ensure therapy moves 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 reunification therapy, and this 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(ren)

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 from this therapist. Great effort will be made by this therapist to hear the child and understand his or her experience. Again, 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 reunification process, children are likely to engage in it as well.

Role and Responsibilities of the Therapist

As your Reunification Therapist, I will conduct a comprehensive family assessment to gather background information, history of your case, and interviews / observation of you, your family, and children to help me understand or zero in on the presenting problem areas that are currently affecting the child or children. I will do my own assessment; however, I may be able to limit my

assessment somewhat if I am able to access current or fairly recent evaluations that have already been prepared. I will conduct a routine assessment if I am able to review previous reports (e.g., Child Custody Evaluation or Social History) and other relevant documents (Child Psychological Reports, Adult Psychological Reports conducted on a parent or parents). If you have these please provide them or allow me access to them.

I will work primarily with the child or children, but also with each parent to address how their behavior may be contributing to the identified problem areas. Please be advised, I will strive to work in a time and cost-effective manner, but I will *pace* the reunification therapy process in accordance with the needs of the child(ren).

As your reunification therapist, I will ask both parents to sign and date my Release of Information and HIPAA forms. These documents are necessary for me to be able to follow through with my Court Ordered duties as your reunification therapist.

Benefits and Risks of Reunification Therapy

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 up in the parents' issues.

The potential benefits for the parents include a reduction in parental stress and conflict, improved parenting effectiveness, and a healthier, more balanced family relationship.

Reunification has its 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; the family conflict included traumatic experiences with the resisted parent; or current substance abuse (alcohol and/or drug), anger management difficulties, or step-family difficulties impede progress. *While therapy can be beneficial, as previously stated, successful outcomes, for the most part, lie on the shoulders of **both** parents as I have highlighted throughout in bold type. I strongly encourage your perseverance and commitment to achieve the desired potential benefits of reunification therapy. My goal is for reunification therapy to lead you to embrace a better, healthier family relationship and in so doing will help significantly reduce the internal distress your child is feeling.*

I remain positive that if both parents are committed to therapy positive outcomes will emerge. I understand, however, there are no guarantees that these beneficial goals will be achieved. If that is the case, and reunification therapy is not benefitting the child within a reasonable length of time, I will notify the Court and move to terminate services. If you have questions about reunification procedures, please discuss them with me as they arise. If your doubts persist, please let me know so referral options can be discussed and approved by the Court.

Let's Get Started - Here's What You Need to Do

Now that you have a general overview of what reunification therapy is, an understanding of its purpose, and the potential benefits of therapy, let's get started. After I receive the Court Order appointing me as Reunification Therapist, I will email you the Reunification Therapy Advisement Form and Agreement (hereinafter referred to as The Agreement), and I will give you instructions on how to register as a client in my *Simple Practice* client portal. **First**, please read The Agreement. This is a contract between you and me to the extent it provides an overview statement of what reunification therapy is, its benefits and risks, and conditions of service. If you have questions, I am available to answer any questions or concerns you may have regarding the statements, content, stipulations, and conditions of service outlined in The Agreement. You may also review this Agreement with your attorney. Once you fully understand the statements, content, stipulations, and conditions of service outlined in The Agreement, please sign and date the Statement of Informed Consent. **Second**, please read the 5 forms appended to this Agreement. The first three forms, the Release of Information form, the HIPAA form, and the Notice of Privacy Practices form will allow me to correspond or communicate with other professionals (e.g., medical, mental health, teachers) and obtain records related to you and / or the child(ren). It also allows me to communicate with the Court, your attorneys, and other parties related to the reunification process. After you read these forms, please mail them to me or bring them with you to our first scheduled meeting. I will discuss them with you in detail and answer any questions you have about the Release of Information, HIPAA, and my Notice of Privacy Practices forms before asking you to sign and date them. Furthermore, in the event I need to utilize the Release of Information or HIPAA form to access information pertaining to you or the child(ren), I will notify you. The fourth form is an Intake Questionnaire which consists of 12 questions, and the fifth form is a Demographics Page for Mother and Father. Check the appropriate boxes and complete this form. **Please mail the completed Statement of Informed Consent (Pages 1 thru 9), the Release of Information / HIPAA / Notice of Privacy Practices forms, the Intake Questionnaire, and your Demographics Page to: Robin Case, P.O. Box 699, Aubrey, Texas 76227, or you may hand-deliver these documents to my office at 4325 Windsor Centre Trail, Suite 500, Flower Mound, Texas 75028.**

After completing the various forms attached to The Agreement, the **Third** thing to do is go to my *Simple Practice* client portal. You will be asked to complete an additional Intake Form providing contact information. Part of this is duplicate information but it is required when registering as a client in my *Simple Practice* client portal. The information you will provide is your name, phone numbers, email, and your home address. Include your mailing address, if it is different from your home address. In addition, each party is required, as a condition of services, to furnish a valid debit or credit card that will be kept on file for billing or payment of services.

Initial [REDACTED]

Payment for Services

Normal Fee / Hourly Rate

My hourly rate for reunification / reintegration services is \$200 per hour billed in 15-minute increments for a 60-minute hourly session. I require a \$2,000 retainer from each party, unless the Court Order specifies full responsibility for payment to only one parent or party. The parties (or responsible party) agree(s) to pay the retainer within 7 days of signing The Agreement, unless the Court Order states otherwise, in which case you will comply with the Court Order. In addition, each party must have a valid debit / credit card on file for billing in order to comply with the Court Order or requirements of The Agreement. Additional methods of payment may include checks, cash, money order, cashier's check, or Venmo. Non-payment of services by either party will result in a suspension of reunification services unless specific arrangements are made to remedy the problem within 14-days. This includes declined debit or credit cards. If non-payment is not resolved it will result in termination of The Agreement. Please inform me of financial constraints if they arise so that we may discuss alternative payment arrangements in advance.

Each party shall pay their percentage for all sessions, or other related expenses, except in the event that reunification therapy is for one party's sole benefit, as may be outlined in the Court's Order for reunification / reintegration services.

In-person meetings typically include the child alone, a parent alone, conjoint visits with a parent and a child, parents and stepparents together, and other affiliated parties. Fees are usually divided equally between parents, unless a different fee arrangement is specified in the Court Order. Sometimes the Court Order may specify that individual sessions, interventions or work done on behalf of one parent will be charged solely to that parent. In addition to In-person meetings at my office, through telephone / video conferencing because of Covid-19, or in a community setting, the same fee, **\$200** per hour, applies to phone consultation, conference calls, emails, texting, preparation of letters or written reports, review of documents, messenger services, or other case related services.

Please be advised, **I will collect the \$200 fee before the therapy session begins.** You agree to pay this fee with one of the payment options previously mentioned above. You agree by signing The Agreement that if you fail to provide payment at the time of service, you authorize me to collect payment through your credit or debit card. This agreement to collect from your credit or debit card also applies to occasions where you fail to cancel an appointment without a 48-hour notice, or for other services rendered that have an unpaid balance. A billing statement or receipt will be provided to you upon request.

Initial [REDACTED]

Fees for Court Appearances, Depositions, or Litigation Appearances

If you or your attorney request that I appear for a court appearance or deposition, I require a subpoena and I charge a flat fee of \$2,500 per day for court appearances and \$3,000 per day for deposition or other litigation matters. Please be advised, this flat fee is non-refundable if the

court or deposition hearing is cancelled for any reason (other than inclement weather for icy road conditions) 48-hours before the hearing. The flat fee includes my court preparation time, and cancellation / rescheduling of other private practice clients. Please be advised, the flat fee applies for each day I am required to appear in court or deposition. This fee does not include other travel expenses (i.e., hotel, airline, car rental, or other related travel expenses); travel expenses will be in addition to my flat daily fee. The party that requests that I appear in Court or other litigation appearance will be responsible for 100% of the flat fee, and travel expenses, unless the Court Order directs otherwise. I *must have* a 10-day notice prior to the scheduled hearing in order to notify my other private practice clients that already have scheduled office appointments for that day; I need sufficient time to contact each person, cancel their appointments, and reschedule them for another day. Therefore, I *require* proper notice of the hearing along with your payment before I will cancel standing appointments to appear for a court appearance or deposition. **Please notify your attorney of this stipulated requirement well in advance of any scheduled litigation hearings.** I encourage you to share this Agreement with your attorney. *You agree and acknowledge by signing The Agreement that failure to provide the fee and notice as specified constitutes a release from my requested appearance in court or deposition. Absent payment and notice, you acknowledge I am under no obligation to appear or provide testimony, even if formally subpoenaed.*

Initial _____

Attorney Fees

In addition to the aforementioned "Fees for Court Appearances, Depositions, and / or Litigation Appearances," you agree to pay all reasonable and customary attorney fees for my attorney to represent me.

Initial _____

Cancellation Policy

By signing The Agreement, you agree to provide a 48-hour advance notice if you need to cancel your appointment. This is your responsibility. You may reach me by phone, email, voicemail, or text should you need to reschedule. *The best or preferred way to contact me is via email at: RobinCounseling@aol.com.* You agree that failure to give a 48-hour advance notice will result in a **\$200** missed appointment fee. Multiple cancellations will be reported to the attorneys or counsel and to the Court to resolve any disruption to the reunification process. I understand unexpected circumstances do occur sometimes or events do happen which are outside of your control that may result in delays or a missed appointment. If this happens, please contact me at your earliest convenience to reschedule. Reasonable cancellations may be accepted without charge, at my discretion.

Initial _____

Confidentiality

You understand by signing The Agreement that reunification / reintegration services are **not confidential**. To fulfill my duties as a Reunification Therapist I must be able to communicate with the Court and with the attorneys involved in your case. I may also need to communicate with therapists, teachers, physicians, law enforcement officials, and other professional who may have relevant information about the parent's or child's functioning. Parents must agree to sign

all releases in order for me to communicate with or obtain information from these professionals. I may need to testify in court concerning the activities and responses of all parties involved in the reunification effort. Anything a child says or does, or any information you bring to the reunification effort may be disclosed and discussed during therapy / counseling sessions or in required court testimony or related litigation matters.

Additional situations where I may be required to disclose information without your consent or authorization to parties involved in reunification proceedings include, but are not limited to:

- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself. It is expected that a parent will first confer with me to resolve the grievance.
- There are situations in which I am legally obligated to act to protect others from harm, and to reveal information about the client.
- I am required by law to report child abuse, elder abuse, domestic violence, or a clear and substantial risk of imminent harm to a client or another person, to the appropriate agency, including police, and /or Child Protective Services. **Initial** [redacted]

No Audio or Video Recording Policy

You agree by signing The Agreement that under no circumstances may sessions or telephone calls be recorded through audio or video devices without explicit written consent from me. This is to protect the privacy of all parties, prevent unauthorized use of the data, and to safeguard a trusting, open, honest reunification process. Any person seeking clarification about a session or conversation is invited to discuss the matter directly with me. **Initial** [redacted]

Termination or Withdrawal From Reunification Services

You agree by signing The Agreement that your commitment to reunification therapy is a serious undertaking geared toward the best interests of your child(ren) and the parents' relationship with them. Consenting to this service agreement should not be taken lightly. You have signed a contract for us to work together as a team to achieve reunification goals that are beneficial to the child(ren). The service may be terminated, however, after conferring with me first in an effort to resolve a grievance. Termination may then occur only upon my receipt of such request in writing by both parties. You should consult with your attorney beforehand. I may likewise resign if I determine this to be in the best interest of the child(ren), or if there is an unresolved conflict of interest. I will give a 30-day written notice in the event this occurs. I will assist with finding another reunification therapist to transfer the case. If I am unable to serve out my term, termination will occur upon 30 days written notice to the parties, or in the case of an emergency, as prompt notice as possible. Other conditions of withdrawal or termination of reunification services may also be specified in the Court Order. **Initial** [redacted]

REUNIFICATION THERAPY ADVISEMENT FORM AND AGREEMENT

STATEMENT OF INFORMED CONSENT

I, the undersigned, have read, initialed, and fully understand the preceding statements, content, stipulated agreement, and conditions of service contained in the REUNIFICATION THERAPY ADVISEMENT FORM AND AGREEMENT. By signing this STATEMENT OF INFORMED CONSENT, I am agreeing to these terms and authorize Robin Case, LCSW-S, LMFT to perform her duties authorized by the Court for the duration of her appointment as Reunification Therapist (specialist, counselor). I further authorize and give my consent for Robin Case to communicate with the Court, attorneys, all parties involved in this case, and any other professionals or collateral resources that have knowledge about the parties involved in this case.

Parent Signature:

_____ **Date signed:** _____

Print name: _____

Stepparent Signature:

_____ **Date signed:** _____

Print name: _____

Signature of Other Party or Participant in this Case:

_____ **Date signed:** _____

Print name and your relationship to the child or children: _____

INTAKE QUESTIONNAIRE

Robin Case, LCSW-S, LMFT P: (817) 845-6365 Robincounseling@aol.com

1. What led to the family conflict as it stands now?
2. Whenever there is conflict in a relationship, each person plays a role. How have you contributed to the conflict and how have your actions impacted your child?
3. Which of your behaviors may intentionally or unintentionally promote discord between your child and his / her other parent?
4. What would help resolve the conflict?
5. What are you willing to do to achieve that?
6. What are your greatest fears and concerns about the other parent?
7. On a scale of 1 to 10, how important is it for your child to have a positive relationship with the other parent?
8. Name 3 positive qualities you like about the other parent. Explain each of these qualities with an example.
9. What do you want the other parent to understand the most about you and the child's experience in this conflict?

INTAKE QUESTIONNAIRE CONTINUED

10. Describe how you think the conflict looks and feels to your child?

11. How do you think this affects him or her?

12. What resolution do you want to see happen?

Your Name: _____

Date Questionnaire Completed: _____

Demographics Page for ☐ FATHER ☐ MOTHER

Check the Demographics that applies to YOU above

Robin Case, LCSW-S, LMFT

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Biological / Adoptive (Circle)

Father or

Mother _____ **D.O.B.** _____

Address _____

Email _____ **Phone** _____

Attorney _____

Email _____ **Phone** _____

Step-Father, Step-Mother, Partner (Circle) _____ **D.O.B.** _____

Email _____ **Phone** _____

Parenting Coordinator or Parenting Facilitator (If Applicable) _____

Email _____ **Phone** _____

Parent's Therapist _____

Email _____ **Phone** _____

Child(ren) {D.O.B., Grade in School} (provide information for each child) _____

Demographics Page Continued

Child(ren)'s Therapist(s).....(Email, Phone)_____

Neutral Support People (To assist with community outings with child. Include Email, Phone)_____

What is Your Parenting Plan Schedule and Current Living Arrangements for Your Child(ren)?_____

Is there pending litigation? If so, please explain._____

Reminder: Register as a Client in my *Simple Practice* client portal and Please mail: (1) THE REUNIFICATION THERAPY ADVISEMENT FORM & AGREEMENT and STATEMENT OF INFORMED CONSENT – signed/dated {Pages 1 thru 9}; (2) the Authorization for Use and Release of Information; (3) the HIPAA Privacy Authorization Form; (4) the Notice of Privacy Practices; (5) the completed Intake Questionnaire; and (6) the completed Demographics Page to: Robin Case, LCSW-S, LMFT, P.O. Box 699, Aubrey, Texas 76227.