



## CREATIVE CUSTODY SOLUTIONS

### AGREEMENT TO SERVE AS REUNIFICATION THERAPIST

Reunification Therapy is a Court Ordered therapy that serves to reunify the parent with their child/ren and enable the child/ren to go back and forth between parents' homes comfortably. Goals of Reunification Therapy are to: attend to issues responsible for the initial breakdown in the parent-child relationship; facilitate co-parental civility and respect through understanding the dissolution of trust; Identify and diminish hostilities; and establish healthier parent-child relations and family balance.

#### **Procedures:**

The Court Order frequently outlines the goals and procedures of Reunification Therapy. Please review your Court Order. As a general rule, I meet a couple times with each parent separately and then each child separately. I review relevant documentation and may call collateral contacts. You and your child's physical and emotional safety is of utmost importance to this process and is always considered in the development of the treatment course. After the one on one meetings, then we will decide best treatment options. Even though only one parent is struggling to have contact with the child/ren, both parents are extremely important in this process and will be actively included in treatment.

#### **Stipulation and Order:**

You will provide Dr. Tonkins a stipulation and agreement or order appointing she as Reunification Therapist. You agree to all provisions in the order and this contract. The Reunification Therapist as ordered by Court has quasi-judicial immunity. She cannot be sued based on her actions in this matter.

#### **Limits of Confidentiality:**

Reunification Therapy, when ordered by the Court, is considered a non-confidential process. Any or all notes, electronic correspondence, observations and recommendations may be disclosed to the court by the reunification therapist. They will not be disclosed to the parties without a Court's order. Additionally, all parties need to sign any and all releases requested by the therapist that are necessary to obtain reports from relevant professionals (e.g. psychiatrist, psychologist, social worker's, teachers school officials, pediatricians, hospitals etc.). This includes past records as well as current records.

As a licensed psychologist, I am a mandated reporter and as such there are some situations (not all listed) where I am legally obligated to take action to protect and share information about treatment. For example, if I believe that a child, elderly person or disabled person is being abused, I must file a report with the appropriate state agency.

If you and/or a family member/significant other reports to me that you have stated a threat of serious bodily harm to an identifiable person, I am required to take protective actions which include notifying the potential victim, contacting the police, and/or seeking hospitalization for you. If you threaten to harm yourself, I may be obligated to seek hospitalization for you or to contact family members who can help provide protection. Any other laws specific to breaching confidentiality

On a regular basis I have peer supervision and consult with a team of professionals about cases. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

**Fee Policies:** My fees are \$250 per hour. The following are also billed at \$250 per hour and include: interviewing collateral contacts, appointment cancelled without 2 business day advance, preparing reports, copying files, telephonic, facsimile or electronic correspondence. Court appearances, preparation for court, and travel to and from court are billed at a rate of \$350 an hour with a minimum of five hours. A subpoena to court must be received a minimum of seven days in advance of the court date. Upon receipt of the subpoena, that date of appearance is reserved. Even with retraction of subpoena or in the case my presence is not required, minimum payment will still be processed. A retainer of \$2500 is required to commence any court ordered/stipulated treatment. It can be paid by credit card or valid check.

After commencement of treatment/work when the retainer goes down to \$500 it needs to be replenished by \$2500. A valid credit card must be on file. You will be advised when your retainer is at \$500. Payment of replenishment retainer must be made within 48 hours of advisement. You are welcome to bring a check in or we will bill your credit card on file. If you do not respond to the notification, your credit card on file will be charged. Dr. Tonkins has the right to suspend work if fees are not up to date, or she may seek the courts assistance in collection of delinquent fees. You will be responsible for all fees incurred in efforts to collect funds. Please note that to collect fees, personal information will be requested and I must provide the necessary information to obtain collection.

There may be occasion where the above fee schedule is changed and this will be written as an amendment to this contract at the end.

The retainer will be held until Court determines that Reunification Therapist's appointment is completed. After this time, if there are funds in the retainer, a credit will be issued.

**Contacting Me:**

Reunification Therapy Contract

After the initial appointment is scheduled, correspondence (outside of session) will take place principally by email only. Note all emails are entered into your file and charged at a rate of \$250/hour. We want to keep emails to scheduling sessions and/or bare minimum of information. Should you have a concern, it will best to request an appointment. In treatment, I will offer 1 to 2 appointment times and try to reasonably accommodate your families schedule, however, because this is a Court order you will need to come in as requested. If you have a psychiatric/clinical emergency, contact 911 or proceed to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

**Grievance Procedures:** Should there be a grievance with the Reunification Therapist, you must file this in writing with the therapist. That therapist will respond in writing or in person within 14 days to attempt and resolve the issue. If we can't resolve the issue, you can proceed to have your counsel on your expense petition the Courts for removal. All fees associated with this process incurred by the Therapist will be paid for by the party requesting removal. The same hourly Court fee applies. In the interim, Reunification Therapy will continue as ordered.

**Records:**

In order to avoid unilateral communications, it is your responsibility to copy (cc) written communication/documents to the other party that you are sending to me. If this does not occur, the therapist may forward communications to the other party. If you are acting as your own attorney, it is advised that you follow all state and local Court rules regarding the dissemination of written materials.

Information contained in my file may be released by Court Order only and at the discretion of the therapist by subpoena. Should records be ordered, you will need to pay appropriate fees within 2 business days of when Court Order is received.

**Contact with Counsel:**

At any time, should this therapist have concerns specific to the Reunification process, I may make contact including recommendations to your counsel as the need arises. Additionally, this therapist may write to the Court regarding orders or concerns. Frequently, within the Court Order for Reunification Therapy, the judge requests specific format for feedback to the courts, that this therapist will be responsive to.

