

FAMILY THERAPY/REUNIFICATION SERVICE AGREEMENT

Child & Adult Reunification/Family Therapy Education Program: CARE

www.TexasPCS.org
(972) 895-2502
Support@TexasPCS.org

Dear Parents,

Please review this document carefully, as it outlines expectations, limitations, policies, procedures, and program requirements for Family/Reunification Therapy services. The purpose of this document is to provide clarification regarding the family reunification process, procedures, and policies. This document and all required attachments must be completed and returned to Dr. Monika Logan before services begin.

DEFINITION OF REUNIFICATION/FAMILY THERAPY

For purposes of this document and Dr. Logan's services, **Reunification Therapy** is considered a specialized form of **Family Therapy**. The terms Reunification Therapy, Reunification/Family Therapy, Family Reunification Therapy, Reintegration Therapy, and Reconciliation Therapy may be used in related professional or legal contexts. In this document, Dr. Logan uses the term Reunification/Family Therapy to describe a structured therapeutic process designed to improve, repair, or reestablish strained parent-child relationships and improve overall family functioning.

Reunification/Family Therapy is not limited to one parent and one child. Because parent-child contact problems occur within a family system, this process may require participation from both parents, the child, or children, and, when clinically appropriate, stepparents or significant others. Collateral information or coordination may also involve individual therapists, parenting professionals, attorneys, and/or the Court. Participation by all relevant family members is often necessary for meaningful progress.

Reunification/Family Therapy may be appropriate when a child is resisting or refusing contact with a parent, when there are difficulties transitioning between two homes, when parent-child relationships are strained or damaged, or when family conflict is interfering with healthy parent-child relationships. This process does not begin with an assumption regarding the cause of the parent-child contact problem. Instead, Dr. Logan focuses on the family dynamics, each family member's participation, and the steps necessary to support healthier relationships.

Reunification/Family Therapy may include therapeutic, educational, and court-related components. In court-involved cases, this service may have a forensic aspect because Dr. Logan may be appointed by the Court and may be required to provide status updates, treatment summaries, or other information to the Court, attorneys, or other involved professionals. At the same time, the service remains therapeutic in nature and is focused on improving family functioning and repairing or strengthening parent-child relationships.

Reunification/Family Therapy may also include psychoeducation for both parents and children. Dr. Logan may coordinate with parenting coordinators, parenting facilitators, individual counselors, psychiatrists, attorneys, and/or other helping professionals.

Sometimes the term "*Reunification Therapy*" is used interchangeably with terms such as "*Reintegration*

Therapy” or “*Reconciliation Therapy*.” In this document, however, Dr. Logan uses Reunification/Family Therapy to encompass these related terms. It is understood that each case is unique. Some families may have experienced a temporary disruption in contact, while other families may have continued contact but have strained, conflictual, or damaged relationships.

The overall purpose of Reunification/Family Therapy is to improve and repair strained or damaged parent-child relationships when resistance/refusal dynamics are present. It is most often ordered by a Court when a child is resisting and/or refusing contact with a parent, or when there are difficulties transitioning between two homes.

It is important to understand that troubled, strained, and damaged parent-child relationships can have many sources. Sometimes, a parent or significant other has engaged in negative or hurtful past behaviors and/or made statements that have contributed to a child resisting contact with that parent. In other situations, a parent may not have engaged in concerning or abusive behavior that would warrant a child’s rejection or refusal to see that parent. Such dynamics are sometimes referred to as “*parental alienation*.” Dr. Logan does not make assumptions about the cause of parent-child contact problems. Rather, she focuses on the dynamics of your family.

FAMILIES NOT INVOLVED WITH THE COURT

Although this document primarily addresses families involved with the court system, Texas PCS also works with separated, divorced, and co-parenting families who are not currently court involved but are seeking family therapy due to conflict, difficulty transitioning between two homes, parent-child relationship strain, a child’s resistance or refusal to have contact with one parent, co-parenting concerns, or other family-related issues.

Unless otherwise stated in writing, the policies and expectations outlined in this document also apply to non-court-involved families. However, court reports, court updates, and status reports will not be provided when there is no active court involvement or court order requiring such communication.

THE CARE PROGRAM

The Child & Adult Reunification/Family Therapy Education Program, referred to as the CARE Program, is intended for families who are willing to cooperate with the therapeutic process, honor this agreement, and, when applicable, comply with the Court Order.

The CARE Program is generally best suited for mild to moderate parent-child contact problems and resistance/refusal dynamics. These difficulties may be associated with, but are not limited to, a parent’s alienating behaviors, a parent’s prior absence, neglect, strained interactions, family conflict, or past behaviors that have contributed to damaged trust. The program may be appropriate when family members are willing to participate, accept feedback, and make positive behavioral changes.

Severe cases may require a more intensive program or a different treatment setting. Each family is accepted into the CARE Program on a case-by-case basis. Generally, the restoration of damaged or strained parent-

child relationships is more likely when the child or parent does not have an untreated severe mental illness, when the child has not repeatedly run away or made multiple escape attempts, and when both parents are willing to support the therapeutic process.

If Dr. Logan determines that a parent is purposefully or repeatedly sabotaging treatment, including but not limited to persistent badmouthing, arguing over invoices, late payments, failure to support appointment times, or failure to use appropriate parental authority to ensure the child attends sessions, Dr. Logan may recommend corrective action. If the parent continues to refuse to make necessary behavioral changes, Dr. Logan may refer the family back to the Court for direction and/or recommend a more intensive program.

The primary goal of this service is to assist children in experiencing healthy relationships with both parents whenever safe and clinically appropriate. Sometimes, in order to reach this goal, the intervention may initially focus on improving the relationship between a child and one parent. However, the broader goal remains improved family functioning.

PURPOSE OF REUNIFICATION COUNSELING

In providing this service, the **family** is the **client**. In this regard, Monika Logan, PsyD, LPC, LSOTP, referred to as Dr. Logan, is not working for either parent specifically. Her role is to improve parent-child relationships and overall family functioning. In most cases, it is in a child's best interest to have a healthy relationship with both parents. Dr. Logan does not assist with parenting time, possession, or access, as those matters are outside the scope of her role.

In many cases, a child may be resistant to or refusing contact with one parent, may appear aligned with one parent, or may have difficulty transitioning between homes. Reunification/Family Therapy aims to repair and/or improve the quality of parent-child relationships so the child or children can resume, develop, or maintain healthy relationships with both parents.

This intervention cannot and will not determine a child's optimal or eventual schedule of care, including when each parent exercises parental rights and responsibilities. Dr. Logan will not assist you or your attorney with a parenting-time schedule or designate a person for supervised visitation, if supervised visitation is deemed necessary.

TO BEGIN THE CARE PROGRAM

The following required paperwork must be received prior to the start of Reunification/Family Therapy services. Parents may submit paperwork via email to: **admin@texaspcs.org** and/or fax it to: **(972) 895-2503**, prior to the first session (*Intake Session*). In addition, parents should provide the original copies at your Intake Session.

- **Court Appointment Order for Reunification Therapy** (*i.e., no snapshots, photographs, etc.*)
The Court Appointment Order must be signed by the Judge. Rule 11 agreements are not accepted as a Reunification Agreement/Order. The Order will be rejected if wording from Dr. Logan's Sample Order is omitted and/or altered. It is optimal to first have your attorney *and the other parent's attorney* schedule a

brief conference call to determine case suitability, so that Dr. Logan can address any questions regarding her Sample Order. This requirement is not applicable to non-court-involved families.

- **Family Reunification Service Agreement (i.e., this document)**
This document outlines the terms and limitations for Reunification/Family Therapy. It also serves to provide Informed Consent for services, and to provide additional clarification about the reunification process, procedures, and policies. This form must be initialed at the bottom of each page and requires client's signature on the last page as well.
- **Notice of Privacy**
This document describes how medical information about the client may be used and disclosed, and how the client can get access to this information.
- **Telesessions Informed Consent**
This form authorizes the delivery of psychological and/or client services using online interactive audio and visual electronic systems.
- **Client Demographic Form**
This form should be completed by each parent where "*Client's Full Name*" is themselves.
- **Child / Adolescent Information Form**
This form details information specific to each child/adolescent, and should be completed separately for each child.
- **Release of Information**
This form should be completed separately for both attorneys. Each parent must complete a separate ROI for each attorney, including their attorney and opposing counsel. ROIs should also be completed for all current and/or past mental health professionals for your child or children.
- **Our Family Wizard (OFW)**
Please provide access to Our Family Wizard, using the OFW form attached/provided separately, or provide access to any other parenting communication tools and/or programs. Please note that Dr. Logan requires the use of Our Family Wizard for court-involved families.
- **Parenting Plan and/or Divorce Decree**
Please provide a copy of your current Parenting Plan and/or Divorce Decree.
- **Color Copy of Drivers Licensure or Identification Card**
Please provide a color copy of your current Driver's License and/or Identification Card.

PROGRESS

As your Reunification/Family Therapist, Dr. Logan will provide the parties and the Court, if/when applicable, with a brief written summary of progress. This will be provided as deemed appropriate by Dr. Logan. The Treatment Summary may also be sent to attorneys and/or the Court.

Progress is more likely to proceed in a positive direction when both parents participate and both parents promote the Reunification/Family Therapy process. On some occasions, a parent may be asked not to participate for a specific period of time. However, this decision typically has been designated by the Court,

such as in instances involving a No-Contact Order, and is not a decision made by the Reunification/Family Therapist, Dr. Logan.

Please understand that although an estimated time frame may be provided to parents and/or attorneys, Court-imposed timelines for a face-to-face child-parent meeting may not provide adequate time to prepare the child or children for reconnecting. This is especially true for children who have not had contact with a parent for a designated period of time. Children who have been refusing time with a parent typically require more time than children who are still seeing, or are in contact with, a parent, albeit reluctantly.

EXPECTATIONS

- Successful reunification and relationship repair are more likely to occur when the parents demonstrate genuine support and encouragement. The expectation is that the child or children will, as designated by Dr. Logan, attend their first Joint Session, meaning a parent-child session, after attending weekly Individual Sessions with Dr. Logan. It is generally expected that the child or children will attend their first Joint Session with the other parent after attending between five and ten Individual Sessions. Please note that this decision is made on a case-by-case basis, as some children and parents require additional preparation and additional educational components before a first meeting. However, if a child refuses, or continues to refuse, to attend Reunification/Family Therapy with a parent after the designated sessions, typically between five and ten unless additional sessions are considered necessary by Dr. Logan, and/or threatens self-harm, running away, or other concerning behaviors, Dr. Logan may deem it necessary to notify the Court and/or make a referral for the child or family to participate in a more intensive program, if applicable, and/or recommend another type of therapy.
 - If your child has an individual counselor who has already been treating your child, Dr. Logan will request that Releases of Information be completed in order to coordinate care and speak with that counselor. Children often may have negative emotions about being around the parent with whom they are resisting contact. It is expected and will be requested that the child's individual therapist support the goal of Reunification/Family Therapy.
 - If it is discovered that the individual therapist is aligned with one parent and does not support Reunification/Family Therapy, Dr. Logan will first request that another therapist be selected. Dr. Logan may also elect to suspend services, notify any attorneys involved, and provide an update to the Court that Reunification/Family Therapy cannot move forward until an appropriate therapist has been selected by Dr. Logan or selected with Dr. Logan's input.
- Dr. Logan requests that each parent support the treatment goals. Dr. Logan also asks that the parties commit to supporting their child or children toward treatment goals in both word and deed. This includes arriving to appointments on time and as scheduled and not scheduling the child or children for enticing activities when a session has been planned. Parents must also recognize that the process serves the child's needs, even if it may be contrary to a parent's stated wishes. The process is likely to be emotionally demanding on all involved. Dr. Logan requests that parents commit that these services will supersede all conflicting activities.

- Dr. Logan may request that the “*favored*” parent exercise parental authority and ensure that the child or children attend Joint Sessions, which may include the child and the other parent or both parents. Suggested consequences for failure to attend may include, but are not limited to, removing time on social media, cell phones, or other parental options that may be effective for your child.
- Parents should understand that, in most cases, the conflict and/or resistance/refusal dynamics developed over time. Therefore, expectations should be managed accordingly. Most families generally require a minimum of **six months**, whereas other families may require more time. Once progress has been made, Dr. Logan may designate a step-down schedule in which sessions are decreased. This step-down schedule does not refer to parenting time.
- There are **no guaranteed outcomes** in any case or therapeutic treatment. However, with cooperation and active involvement, Dr. Logan is optimistic that the relationship between the child or children and the overall family functioning between two homes can be improved.

MEASURE OF PROGRESS

A common question is, “*How progress is measured?*” Each case is different; however, some common measures that indicate success in Reunification/Family Therapy may include the following. This list is not exhaustive:

- **Child/Children’s Measure of Progress**
 - The child or children no longer resist contact with a parent.
 - The child or children can sit in the same room with a parent without having an intense emotional response.
 - The child and parent engage in activities together.
 - The child or children complete tasks and follow parental authority, such as completing chores when asked to do so.
 - The child or children socialize with extended family members.
 - The child or children resume court-ordered parenting time, such as overnights.
(*Note: Dr. Logan does not designate parenting time*).
- **Parents’ Measure of Progress:**
 - The parent understands how distorted memories or perceptions can occur.
 - The parent supports the other parent’s role in the child’s life.
 - The parent demonstrates warmth and parental insightfulness.
 - The parent employs age- and stage-appropriate boundaries.
 - The parent can move from a passive parenting style to an active/authoritative parenting style.
 - The parent has participated in their own individual therapy and addressed issues such as trauma and substance abuse, when applicable.

PROCESS

Please note that Dr. Logan retains the discretion to direct if and how each step(s) proceeds. This includes the possibility that Dr. Logan may decide that continuing effort(s) is not likely to be successful, and/or poses an unacceptable risk of harm to any party.

- **Court Order**

A Court Appointment Order that specifically names **Monika Logan** as the **Reunification/Family Therapist** is required. Any changes to Dr. Logan's sample Reunification Appointment Order must first be approved by Dr. Logan.

- **Payment**

Payment must be received prior to the scheduling or start of any service(s). Payment will be divided between the parties pursuant to the Court Appointment Order. Before any services, parent intake sessions, document review, or other work begins, a **two-hour non-refundable** Administrative Retainer at the **standard hourly rate** is required. Any rate change will be provided to you in writing. Any session scheduled without payment may be removed from the calendar.

- **Parent Sessions**

In most cases, Dr. Logan conducts an Intake Session with each parent without the children present. The Intake Session, meaning the first session, is designated for two hours. In some cases, Dr. Logan will request to meet with the parents jointly in a Joint Session, unless the parents are legally prohibited from meeting together, such as by a Protective Order, and/or if either parent would find such a meeting threatening.

- **Significant Others**

In some cases, Dr. Logan will request that stepparents and/or other significant persons be included as part of the process. Please note that the significant other does not become, nor is considered. However, Dr. Logan will request that releases be completed before speaking with them.

- **Child Sessions**

Child sessions may occur with the child(ren) individually and/or together for several successive one-hour meetings. In some cases, Dr. Logan may request **90-minute** sessions.

- **Joint Sessions**

Joint Sessions will consist of a combination of parent(s) and/or child(ren), depending on the nature and/or specifics of the case. Advance notice for scheduling purposes will be provided. In most cases, Joint Sessions are necessary for successful Reunification/Family Therapy.

- **Client**

The family is the client with the main goal(s) being to repair, improve, and/or reestablish a healthy relationship between a parent and a child(ren). However, the ultimate goal is for the child(ren) to have a healthy relationship with both parents.

- **Court Updates and Statuses**

Dr. Logan will provide updates to the Court as deemed necessary. Common reasons for Court updates may include non-payment; therefore, placing services on hold, a lack of progress, and/or the suggestion that the child and/or parent work with an individual counselor. However, please note that Dr. Logan may

elect not to notify your attorney, prior to filing a Status Update. **It is your responsibility to inform Dr. Logan if you change legal representation.**

- **Meetings/Sessions Location(s)**

Dr. Logan will primarily meet with family members in various combinations at her Frisco, Texas office. If another location is deemed necessary, Dr. Logan will notify your family. Please note that should such a meeting option be deemed appropriate for your case, additional releases may be required before scheduling such a meeting.

SCHEDULING, APPOINTMENTS & EMAIL

- **Scheduling**

Our primary method for initial scheduling will be via email, after receipt of an approved Appointment Order and retainer. Subsequent sessions may be scheduled through our online scheduling system. Clients are seen by appointment only. Please note that Reunification/Family Therapy sessions typically last between **50 and 90 minutes**. However, Dr. Logan may request additional time depending on the needs and nature of your individual case. Please be aware that Dr. Logan may occasionally have to reschedule your session due to court hearings and/or trials. Dr. Logan or staff will notify you as soon as feasible should such a cancellation be required.

- **Contacting Therapist**

Dr. Logan is not immediately available by telephone. Therefore, she requests that you save questions and/or concerns for scheduled sessions. Dr. Logan also requires that any legal representation involved in your cause schedule any requests for conference calls with both attorneys. Please note that conference calls are billed in **15-minute** increments and will be billed in accordance with your Appointment Order. Dr. Logan does not offer crisis counseling. Therefore, please dial 911 and/or go to your nearest emergency room for emergencies.

- **Email**

Dr. Logan does not engage in therapy through email, as information sent through email is easily readable by others and can be subject to publication. Emails should be used for brief notifications or questions, such as to request your invoice. Occasionally, Dr. Logan may send a handout or reading assignment to a parent via email. If it is deemed necessary for Dr. Logan to review submitted emails, payment will be required for the time spent reading, billed at the current hourly rate. All other ongoing case-related email correspondence, including correspondence with parties, helping professionals, attorneys, and others, will be invoiced at the current hourly rate and due upon receipt. Any email with substantive communication, generally excluding billing, should include all parties.

- **Social Media**

Dr. Logan does not engage in any relationship or communication with clients via social media, including LinkedIn, Facebook, Instagram, or similar platforms. Nor will she engage in therapeutic communication via text messaging with clients. Dr. Logan will not post client information on any public website. By signing this consent, you agree to refrain from posting any reviews, comments, ratings, and/or information regarding Texas PCS and/or its staff on websites without first obtaining written permission from Dr. Logan.

- **Audio/ Video**

Under no circumstances may session(s) or telephone call(s) be recorded through audio or video devices without explicit written consent from Dr. Logan.

- **Artificial Intelligence (AI)**

Our office does not use artificial intelligence, also referred to as AI, platforms to record, track, or process clients' private health information. We do not enter client names, dates of birth, or any other identifying or protected health information into AI tools. Our office may choose to use AI-assisted tools for general administrative purposes, such as editing. Any such use will be limited to general content and will not include private or identifying client information. Clients are also prohibited from using AI tools to record, transcribe, track, or otherwise capture therapy sessions or client-related information without prior written consent from the office.

PAYMENT(S)

- Payment(s) is expected in advance and/or when an invoice is received. Court hearings and/or trials will be paid in advance per the policy of Texas Premier Counseling Services.
- Dr. Logan does not accept insurance and/or file with insurance companies for Reunification Therapy services. Additionally, a "*diagnosis*" will not be made, as a diagnosis in the context of family law matters can sometimes have negative repercussions for the individual diagnosed. Our primary objective relative to parents, is to engage the parent in positive behavioral interactions with his/her child(ren).
- Nonpayment of services may result in the suspension of Reunification/Family Therapy services and/or notification to both parties' attorneys and/or the Court. This includes not only face-to-face sessions but also time spent on document review, email correspondence, phone conferences, court status reports, and other case-related work. If payment is not received in compliance with your Court Appointment Order, your scheduled sessions with Dr. Logan may be cancelled and/or rescheduled.
- Texas PCS accepts credit card payments. However, please note that should a dispute occur regarding a valid charge, Texas PCS will be required to provide supporting documentation from your file/cause in order to resolve such disputes. In addition, please note that a minimum **two-hour administrative fee** will be assessed should you dispute a valid charge requiring such additional administration and/or documentation.

RATE/FEES

- Dr. Logan's current hourly base rate is **\$225.00**. Fees are charged per hour, rounded to the nearest **15-minute** increments. This includes reviewing documentation, record management, meetings, correspondence, phone contacts, emails, and consultation with other family-services providers. Please note that any email you send to Texas PCS will become part of your clinical record. In addition, please be aware that Texas PCS generally sends Treatment Plans electronically. Information such as your Treatment Plan will either be password protected, or Texas PCS will send a general email without referencing your full name in such email. If, however, you do not want your Treatment Plans sent electronically, please notify Dr. Logan. Any Status Report made to the Court will be billed at a *minimum* of **1.5 hours**. Texas PCS will

notify you in advance before any changes and/or increases to the fee for services. Please note that Texas PCS may elect to notify you by regular mail, in person, and/or via email of such change.

- **No Show Fee**

In the event that you will be unable to keep an appointment, please notify Dr. Logan at least **72 hours** in advance, so that someone else may utilize your time. If you do not show and have not contacted us at least 72 hours in advance, you will be required to pay the full cost of your session. If you are late by **15 minutes** or more, you may be rescheduled and will be billed the **full rate** of both your current session and any rescheduled session(s).

- **Fees and Unpaid Balances**

Texas PCS will inform clients of all fees before the start of services, including the current standard hourly rate of **\$225.00** per hour.

Clients are responsible for payment of all fees incurred for services provided. If a client leaves the agency, transfers services, declines services, completes services, or otherwise ends services with an unpaid balance, Texas PCS may attempt to collect the unpaid amount by any means necessary.

If an unpaid balance remains unresolved, Texas PCS may elect to refer the account to a collection agency. Before doing so, Texas PCS will provide notice using the contact information on file. This may include notification by email, regular mail, certified mail, and/or other available contact methods. Clients are encouraged to contact Texas PCS promptly if they have questions about fees, billing, or payment arrangements.

RECORDS AND CONFIDENTIALITY

Texas PCS utilizes administrative assistants for billing and other administrative duties, who have a Business Associate Agreement, also referred to as a BAA, on file.

Dr. Logan follows ethical standards including standards as prescribed by state and federal law. Texas law requires that records are kept for a minimum of **seven (7) years** from the date of termination of services with the Client, or **five (5) years** after the Client reaches the age of majority, whichever is greater. Please note that records related to Reunification Therapy, Family Counseling, and/or other court-ordered counseling have limits to confidentiality, as information may be shared with each party involved in the case, attorneys, and the Court. Please be aware that Treatment Plans may be sent to attorneys and Status Updates may be sent to the Court, as deemed necessary by Dr. Logan. If Dr. Logan is required to provide testimony, Dr. Logan may be obligated to provide personal information, including treatment information and other data collected, to the Court.

HIPAA Privacy Rule & Request for Your Records. The HIPAA Privacy Rule allows for a reasonable fee to be charged for providing a copy of your records. Therefore, we are allowed not to release the records until after the fee is paid/received. The Texas Health and Safety Code specifically states that, *"The professional may charge a reasonable fee for retrieving or copying mental health care information and is not required to permit examination or copying until the fee is paid unless there is a medical emergency."*

Per the Individual Right under HIPAA to Access Health Information, U.S. Department of Health & Human Services, the Privacy Rule permits Texas PCS to impose a cost-based labor fee whether the individual requests a copy of the PHI in paper and/or electronic form, as well as a fee for supplies for creating the paper copy and/or electronic media, including CD, USB drive, etc., and postage. Fees for paper copies are currently based in accordance with the Collin County District Clerk's fees.

It is your responsibility to notify Texas PCS, when requesting records, of the format in which you wish your records to be provided. There is a minimum labor fee of one hour related to the preparation of records, whether requested in print and/or electronically. In some instances, your records may be provided to you at no charge, such as Progress Notes related to your treatment, when requested electronically. However, if/when requesting entire or complete record sets, meaning all documents Texas PCS has in your records or on file, including email correspondence, intake forms, handouts, etc., this often exceeds what can be reasonably provided electronically, involves scanning/digitizing, and/or file-format conversions, and therefore would incur a minimum one-hour fee at the current hourly rate.

Alternatively, a summary, upon request and for a fee, can be provided either in lieu of or in addition to the client's record. Texas PCS does not charge a fee for locating records. Although you do have the right to request that records be emailed, by signing this agreement, you acknowledge that any such information transmitted could be disclosed during an email transmission.

No information will be released to any person outside of the treatment team and the involved legal representation without the client's written consent, unless mandated by law. Although most of the information shared during sessions is confidential within the treatment team, there are some circumstances under which Dr. Logan will be required to disclose confidential information without consent. These circumstances include, but are not limited to, the following:

- Dr. Logan will take reasonable action to inform medical and/or law enforcement personnel if she determines there is a probability of imminent physical injury by the client to the client or others, or there is a probability of immediate mental or emotional injury to the client. Therefore, you also give consent to Dr. Logan to contact the emergency contact(s) listed on your Intake Form in addition to any medical or law enforcement personnel deemed appropriate.
- Fee disputes between the client and Dr. Logan.
- Texas PCS files Status Reports for court-connected cases and may release PHI, including your name, to the Court as deemed appropriate.
- A negligence suit brought by the client against Dr. Logan.
- You disclose abuse, neglect, and/or exploitation of a child, elderly, or disabled person.
- You disclose sexual contact of a professional relationship with another mental health provider.
- A Court Order is received with HIPAA complaint releases to disclose information (*child custody*).
- You direct Texas PCS and/or Dr. Logan in writing to release your records to share information regarding

your treatment.

- **Filing a Complaint with a Licensing Board**

Records will be released to the board and/or legal counsel. Texas PCS asks that, before filing a complaint, you provide Texas PCS the opportunity to address your concerns by bringing any grievances to its attention. If your issues are not addressed, the Texas State Board for professional counselors may be reached at: Investigations/Complaints 24-hour, toll-free system, (800) 821-3205.

STATEMENT REGARDING COURT INVOLVEMENT

Clients are discouraged from having Dr. Logan subpoenaed or having her provide records for the purpose of litigation. Even though you are responsible for the testimony fee and/or deposition fee, it does not mean that Dr. Logan's testimony will be in your favor.

- **Court Fees**

Appearances in legal cases require clearing substantial time on our calendar, as well as additional professional preparation time. For any requested appearance, subpoenaed appearance, or telephonic appearance fees are due no later than **seven (7) days prior** to your court date and are **non-refundable**, as we must clear our schedule whether the hearing(s) occurs or not. Please note that if an appearance request is received without a minimum of **seven (7) days' notice**, the appearance fee is due immediately, and there will be an additional \$250.00 express charge.

The Court Appearance Fee is **\$250.00** per hour with a **four (4) hour** minimum (*Half-Day*) equal to **\$1,000.00**, or **\$250.00** per hour with an **eight (8) hour** minimum (*Full-Day*) equal to **\$2,000.00** for either personal appearances or telephonic appearances. Please be advised that if the Court Appearance is in excess of the **four (4) hour** minimum but less than or equal to the an **eight (8) hour** minimum, and is being requested for the same day, Client will be assessed the **eight (8) hour** minimum rate. Appearances in excess of an **eight (8) hour** minimum will be charged a Court Appearance Fee of **\$250.00** per hour per day. Should a Court Appearance request exceed one full-day, the same rates as noted above would apply for each additional full-day and/or half-day requested. Payment is required regardless of whose attorney subpoenas Texas PCS's involvement. **Payment(s) are non-refundable**. As Texas PCS maintains more than one office, and/or Dr. Logan may be in session with another Client, your attorney will need to either email and/or fax the subpoena or arrange a time for the subpoena to be served. **Please be advised that failure to pay the minimum required fee, as specified, constitutes release from the requested or subpoenaed appearance.** Specifically: **ABSENT PAYMENT, THE COUNSELOR IS UNDER NO OBLIGATION TO APPEAR OR PROVIDE TESTIMONY EVEN IF FORMALLY SUBPOENAED.**

- **Depositions**

The fee for a **Deposition** is calculated at the same rate as Dr. Logan's Court Appearance fee of **\$250.00** per hour with a **four (4) hour** minimum (*Half-Day*) equal to **\$1,000.00**, or **\$250.00** per hour with an **eight (8) hour** minimum (*Full-Day*) equal to **\$2,000.00**. In addition, please be advised that the fee for a Deposition, due to additional administrative tasks and preparation, also necessitates an **additional non-refundable** Administrative Retainer Fee of **\$250.00** per hour with a **four (4) hour** minimum equal to **\$1,000.00**. Therefore, the required minimum **non-refundable** retainer for a *Half-Day Deposition* is **\$2,000.00**

(\$1,000.00 Deposition Fee + \$1,000.00 Administrative Fee); whereas, the required minimum **non-refundable** retainer for a Full-Day Deposition is **\$3,000.00** (\$2,000.00 Deposition Fee + \$1,000.00 Administrative Fee). Depositions in excess of an **eight (8) hour** minimum will be charged an Appearance Fee of **\$250.00** per hour per day. Should an Appearance request exceed one full-day, the same rates as noted above would apply for each additional full-day and/or half-day requested. Payment is required regardless of whose attorney subpoenas Texas PCS's involvement. **Payment(s) are non-refundable.** As noted above, **ABSENT PAYMENT, THE COUNSELOR IS UNDER NO OBLIGATION TO APPEAR OR PROVIDE TESTIMONY EVEN IF FORMALLY SUBPOENAED.**

It should also be noted that relative to any subpoena that requires the (re)production and/or (re)submission of document(s) and/or correspondence related to your case are subject to an additional fee(s) associated with the preparation, production, submission, and/or copying of such requested record(s).

Additionally, any request to (re)produce training, documentation, and/or reference materials related and/or specific to your case, subject to and/or prohibited by copyright law(s), will **not** be provided, and/or required when applicable. If digital reproduction is prohibited but hard copies are permissible, hard copies (*when applicable*) will be provided regardless of the requested reproduction method (*i.e., photocopy vs. digital*). Furthermore, it is acknowledged that some materials **cannot** be reproduced due to copyright law.

- **Court Fees Out of Town**

If Dr. Logan and/or other Texas PCS staff member is required to travel **outside** of Collin, Denton, or Dallas Counties (*in order to secure/schedule the date*), a retainer must be paid **in advance** in the amount of **\$1,500.00 (Half-Day)** or **\$3,000.00 (Full-Day)**. In addition to our half-day / full-day fees, if travel time is **over 4 hours** from Texas PCS office, additional fees are required that may include travel time, lodging, airfare, parking, transportation, as well meals. Furthermore, fees may be assessed for travel to additional therapist's office(s) when deemed appropriate for court-connected cases. An invoice will be sent to the requesting party and payment is due upon receipt. **Please be advised that failure to pay the minimum required fee, as specified, constitutes release from the requested or subpoenaed appearance.**

- **Withdrawal from Services**

This agreement is in conjunction with the Court Order, and should be taken seriously. Please note that sometimes litigation may occur in the midst of treatment, which may cause temporary setbacks. Please be aware that Dr. Logan does not automatically withdraw from your case upon being asked and/or requested to do so. However, Dr. Logan will cease services if she finds that treatment is not in the best interest of the of the child or children.

LIMITS OF CONFIDENTIALITY IN COURT INVOLVED CASES

Please note the following regarding confidentiality as it pertains to this intervention:

- Unless ordered by the Court, Dr. Logan will **not** keep and/or restrict information from either parent. Anything that Dr. Logan learns from **either** parent may be shared with the other parent in support of the child's needs and the reunification process.

- When Dr. Logan requests a session(s) with either parent, it is to update the parent, gain an understanding about a particular issue(s)/concern(s), and/or other task(s) that Dr. Logan deems appropriate to help foster a reconnection between the child(ren) and his/her parents. The parent “*individual*” sessions are not confidential and are not to be constructed as Individual Therapy.
- Although your child’s privacy rights are limited because they are minors, they may still be old enough to understand and care about privacy. Therefore, please be cognizant of and supportive of Dr. Logan’s efforts to establish a trusting relationship with your child or children.
- As a reminder, Dr. Logan cannot keep any concern about any person’s safety private or confidential. If one parent or one parent’s attorney requests records, Dr. Logan will notify both attorneys in writing that records have been requested.
- Communication and correspondence usually involve all attorneys. Conference calls will typically include all parties and/or the party’s attorneys. However, please be aware that communication may occur with the Amicus Attorney as well, when applicable.
- As Reunification/Family Therapy is court ordered, please know that anything that Dr. Logan is made aware of can be disclosed to the Court. Generally, reports are sent to the Court regarding issues of noncompliance, such as failure to make payments, replenish a retainer, and/or attend scheduled sessions. Services may be suspended due to failure to replenish your retainer and/or maintain payments.

DEFINITIONS/ BEST PRACTICES

- Typically, the role of a Reunification/Family Therapist is that of a Court-Appointed Therapist. The Court Order designates a specific person and may describe the expected treatment. Dr. Logan requires that her sample Appointment Order be used and/or that any Appointment Order contain similar required wording.
- Dr. Logan will attempt to obtain all information necessary to conduct the Court-ordered Reunification Therapy. This may include, but is not limited to prior therapist or other involved professionals, copies of prior Court Orders, therapy records, and/or reports from Child Custody Evaluators or Child Protective Services, also referred to as CPS.
- Dr. Logan will not review any documents, images/photos, and/or audio/video recordings unless all parties have been provided copies, and all parties have agreed in writing for Dr. Logan to do so, or the Court has ordered such a review. If document(s) are provided to Dr. Logan, rather than requested, Dr. Logan will notify all involved parties that the document(s) were provided, and you will be invoiced for such review.
- If Dr. Logan receives documents, emails, snapshots of emails, she will notify the other party that such documents were received. Usually, the party that submits the item(s) for review is responsible for the associated payment/invoice, unless the Court Appointment Order specifies otherwise.
- Please be aware that the Reunification/Family Therapy process can be hindered if litigation occurs, subsequently disrupting the therapeutic relationship. Disruption is more likely if the Reunification/Family Therapist, Dr. Logan, is required to provide testimony or if she is deposed, which may or may not be in a particular parent’s favor.

Informed Consent & Service Agreement for Reunification Therapy

By signing this “*Informed Consent & Service Agreement for Reunification Therapy*” form, as the Client or Guardian of the Client, **I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS FORM.** I hereby acknowledge that I have received and been given the opportunity to read a copy of the “*Texas PCS Notice of Privacy Practices*” which is also available online at: **www.TexasPCS.org**. In addition, I have been made aware that that if I have any questions, I may contact the Privacy Rights Officer, Monika Logan at the email address and/or telephone number above. **I HAVE BEEN GIVEN THE OPPORTUNITY TO ADDRESS ANY QUESTIONS AND/OR TO HAVE CLARIFIED ANYTHING THAT IS NOT CLEAR.** I understand that if I am not under a Court Order, I may stop services at any time. By signing this form, I also acknowledge that I have been made aware of my fee(s) per session.

I am under COURT ORDER: ☐ Yes ☐ No ☐ Judge’s / ☐ Attorney’s **NAME:** _____

MY RATE is \$ _____ per ☐ **INDIVIDUAL** Session ☐ **PARENT** Session ☐ **JOINT** Session

Self/Parent or Guardian Signature

Date

Printed Name

Parent or Guardian Signature

Date

Printed Name

Texas PCS Counselor Signature

Date

Printed Name