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**Informed Consent and Service Agreement for**

**Reunification / Reintegration Therapy**

**Overview**

Reunification therapy serves to provide parents and families with a forum for resolving resist-refuse contact problems and other child related disputes outside the courtroom. It is an alternative dispute resolution method that promotes long term mental, emotional and physical health of the children involved. The central objective is to normalize, when appropriate, the relationship between the child/ren and the non-aligned or estranged parent consistent with the parenting plan or court order.

Reunification addresses many issues including prolonged separation between a parent and child; allegations, accusations, or events that alienate, disrupt, and strain a parent-child relationship; other situations that necessitate a gradual, structured reintroduction, and repair of the parent-child bond.

Reunification therapy is a hybrid service sometimes used interchangeably with reintegration or reconciliation therapy. In this agreement, reunification will be used generally to encompass all of these terms as each case is unique. In addition to therapeutic interventions, the process includes psycho-education, case management, coordination with other professionals, directing a child or parent to participate in a  program, class or therapy, suspending treatment or a service that undermines reunification, discontinuing reunification efforts if a parent is unable or unwilling to cooperate, or engages in behavior that undermines the process.

The duties of a reunification specialist include, but are not limited to, assessing the relationship dynamics around the conflict between the estranged parent and child; facilitating a plan for reunification that serves the child’s best interests; supporting cooperation among parties involved; guiding parallel, co-parenting, or collaborative parenting to reduce the risk of further estrangement or rejection; monitoring compliance with court orders; providing parents, attorneys, and the court with written and/or verbal recommendations pertaining to parenting time provisions; overseeing the transition to the agreed upon parenting time plan schedule.

The reunification / reintegration therapy process differs from traditional therapy, mediation, and legal representation in significant ways. For instance, in my role as a reunification specialist I am appointed as a service to the court, for the benefit of the family as a whole, in the best interests of the child/ren involved. In this capacity, I do not represent any one individual. There is no therapist to client privilege. The process is not confidential. Insurance companies do not reimburse for reunification services.

In addition, the scope of reunification may extend to interviewing and consulting with step-parents, teachers, doctors, therapists, custody evaluators, parent coordinators, DHS (Department of Human Services) case managers, Child Protective Service workers, police, and others on matters concerning your children. It is expected that both parents will maintain a respectful tone during discussion, make good faith effort to cooperate with me and the reunification process, and prioritize the interests of the child/ren over other competing concerns. I do not make judgments for the final  parenting time. A judge typically makes that determination. I do not decide custody, child support, spousal support, or other financial issues.

**Professional Background**

I am a licensed clinical social worker. I received my graduate training and Masters of Social Services degree from Bryn Mawr Graduate School of Social Work and Social Research near Philadelphia, Pennsylvania. I became licensed in Oregon in 1995 (OR #002201). My professional experience encompasses court involved work with couples; post-divorce adjustment; adults, children and their families; addiction issues; blended family work, returning veterans, motor vehicle accident survivors, acute and developmental trauma, and same sex partners. I have worked in outpatient, psychiatric residential settings, hospital level care for emotionally disturbed youth, and in-home family stabilization through DHS.

My experience with court involved therapy (CIT) includes clarification work with sexual offenders and those they abused, working as a parent coordinator between 2010-2015, and reunification services 2014 to the present. Clinical issues that frequently emerge include high conflict post-separation / divorce adjustment, attachment disruption, stress reactions to betrayal and abandonment, sexual and physical abuse allegations, anxiety, grief and loss, codependency and addiction, anger and enmeshment, reactions to litigation, and myriad issues surrounding resist-refuse dynamics that disrupt parenting time.

**Court Appointment**

Referrals for reunification / reintegration services are generally initiated by attorneys, and authorized by a signed court order and / or stipulated agreement between the parties.  Typically a judge appoints me as the reunification “therapist”, “counselor”, or “specialist”. However, I cannot begin to work with you until:

1. I receive a copy of the signed court order and / or stipulated agreement.
2. I receive your signed Informed Consent and Service Agreement for Reunification Services to begin reunification work (this document).
3. I receive authorization for you to pay for services unless the court order designates someone else as the responsible party. My retainer is discussed below.
4. You set up a client profile in the CarePaths electronic records platform so my assistant can track billing, payments, case activity, send out reminders and paperwork, respond to record requests, assist clients with questions that may arise, and upload requisite Intake documents.
5. You complete Intake Paperwork providing contact information, questionnaires that help me understand your perspective and psychosocial history. I may ask that you provide me with a copy of the custody study and / or psychological evaluation,  and other case records before we begin in person sessions. This may help me understand decisions affecting the case status, the personality and functioning of the parents, and relevant history.
6. You provide releases of information (ROIs) enabling other providers and resources to consult with me in the interest of coordinating care.

**Beginning Services**

Prior to beginning treatment services you will complete an Intake providing contact information for us to communicate. This includes your phone numbers, email and address. I will ask you to provide statements and answer questions about your children, their experience in the inter-parental conflict, and your perspective of the problems. It is important to consider interventions that you feel can move the case forward.

Initial sessions usually involve each parent separately. Subsequent sessions may involve one or more children along with the parent they reside with. The child may accompany a parent for the first meeting, though typically I wait for a follow up session to meet separately with a child. Additional sessions with the aligned “favored” parent, and the non-aligned “resisted” parent, will also take place in person, by telephone, or via teletherapy. Correspondence will also include email. I will discuss with both parents and sometimes step-parents, an overview of reunification services, the terms of service, the problem situation relevant to the child, and set an initial set of goals to remedy and resolve the current parent-child conflicts.  General rules and guidelines will be discussed along with certain requirements specific to a given case, for instance parameters to prevent in-person or other contact between parents when required.

**Under no circumstances may sessions or telephone calls be recorded through audio or video devices without explicit written permission from me. This is to protect the privacy of all parties involved, prevent unauthorized use of the data, and to safeguard a trusting, open, honest process. Any person seeking clarification about a session or conversation is invited to discuss the matter directly with me.**

Please be prompt as meetings will begin and end at the allotted time. Modalities for sessions may involve individual time with the child/ren, a parent and child, a parent alone, parents together (except when prohibited), sibling meetings, extended family, video sessions, phone calls and email with other participants at my discretion. Relevant personal, family, and child developmental history will be obtained. The content of these sessions is not confidential. A summary of these meetings may be made available to the other parent, except where it is ill advised in my view. In order to be most effective, the reunification process depends on open, direct, honest communication.

**Release of Information**

Correspondence with providers, reviewing evaluations, and access to other records related to the parents and children is often needed for me to understand important dynamics in the family system. Signed consent is requested permitting these providers to release information I use to assist me in determining a course of action in the best interests of the child(ren). I may also interview individuals designated as collateral contacts who have pertinent information regarding the family or child(ren), or who provide expertise in support of the reunification process. Providing releases is often required by the court order.

**Cancellation Policy**

Please provide 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 message should you need to reschedule. Failure to do so will result in a $150 missed appointment fee. Multiple cancellations will be reported to the attorneys and to the court as allowed in an effort to resolve any disruption to the process. I understand there are sometimes unexpected circumstances or events outside your control that may result in delays or a missed appointment. Please contact me at your earliest convenience to reschedule your appointment. Reasonable cancellations may be accepted without charge at my discretion.

**Withdrawal from Reunification Services**

Your commitment to reunification, reintegration, or reconciliation therapy is a serious undertaking geared toward the best interests of your child/ren and your relationship with them. Consenting to this service agreement should not be taken lightly. It is a contract to work together. 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 a request in writing by both parties. I may likewise resign if I determine this to be in the best interests of the child/ren and family, 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 whom 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 emergency, as prompt notice as possible. Other situations that necessitate withdrawal or termination may be specified in the court order.

**Payment for Services**

The hourly rate for reunification / reintegration services is $220 billed in 15 minute increments. I require a $1000 retainer from each party, and 50/50 equal responsibility for payment from each party, unless otherwise specified in the court order. In addition, each party must have a valid debit or credit card on file for charges in order to comply with this agreement. Work is charged at the time it occurs.

Alternate payment methods include checks, cash, money orders or cashiers checks. Non-payment of services by either party will result in a suspension of treatment unless specific arrangements are made to remedy the problem. 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 of fees, in accordance with the court order, for all treatment and other interventions.  There may be an exception when an action is for one party’s sole benefit, or one party makes excessive requests that require additional time and attention.

In person meetings typically include a child alone, a parent alone, conjoint visits with a parent and child, a parent and step-parent together, and other affiliated parties. Fees are usually divided equally between the parents, unless a different fee arrangement is specified in the court order or agreed upon by the parties. For instance, sometimes the court order may specify that individual sessions, interventions or work done with one parent will be charged solely to that parent.

Apart from in person, phone and teletherapy meetings at my office or in a community setting, the $220 per hour fee covers phone consultation, emails, letters, review of documents, photocopying, messenger services, and other case related activities. **Court testimony including but not limited to preparation time, consultation with attorneys, and travel time to and from court, is billed at $275 per hour. An estimate of charges must be paid in advance, by the responsible party or parties, into a retainer account. Airfare, if required, must be paid in advance. Postage may be charged for expenses exceeding $5.00. All charges to the parties will be assessed in accordance with the court order. I will provide you with a monthly billing statement should you request one. It will be limited to a brief memo of the service date, time, and intervention. The content of services will not be disclosed in detail.**

**Confidentiality**

Reunification / reintegration services are not confidential. In order to fulfill my duties I must be able to communicate with the court and/ or with attorneys involved in your case. I may also need to communicate with therapists, teachers, physicians, law enforcement officials, and child welfare professionals who may have relevant information about a parent’s or child’s functioning. Parents must agree to sign all releases necessary to obtain information from these professionals. I may need to provide depositions or testify in court concerning the activities and responses of all parties involved in the reunification effort. Anything the child says or does, or any information you bring to the reunification effort, may be disclosed and discussed during treatment sessions, or in required court testimony and reports. I will always seek to protect sensitive information and use discretion when disclosing information in the interest of supporting healthy family functioning.

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

* A government agency requesting information for health oversight activities

* 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 or guardian will first confer with me in an effort to resolve a grievance.

* If a client files a worker’s compensation claim, this constitutes authorization for me to release any information relevant to that claim.

* There are situations in which I am legally obligated to take action in an attempt to protect others from harm, and to reveal information about a client’s treatment.

* I am required by law to report suspected child abuse, elder abuse, domestic violence, or a clear and substantial risk of imminent harm to a client or another person. Appropriate agencies to inform may include police, Child Protective Services, or Department of Human Services. I will provide them with relevant records when necessary. Once a report is filed, I may be required to provide additional information to cooperate with an investigation. This may include notifying the potential victim, contacting police, seeking hospitalization for the client, or contacting family members or others who can help provide protection or assistance.

**Quasi-Judicial Immunity**

A reunification / reintegration specialist is usually court appointed. While conducting reunification / reintegration services within the scope of my authority outlined in the court order, I have quasi-judicial immunity. This implies that I cannot be sued based on my actions in matters specified in the court order and / or stipulated agreement of the parties. For example, you agree not to take legal action against me if you disagree with my assessment or a course of action I take. Reunification is a difficult process. I value your input and appreciate that you may not agree with certain interventions. I will facilitate the process to the best of my ability, in the best interests of the child(ren) and the family.

**Risk of Life Changes**

Reunification / reintegration proceedings may be stressful and a difficult process. Although the goal of the process is to achieve a reduction in conflict, it is common for parties to experience heightened anxiety, distress, challenging behavioral and emotional reactions, interpersonal strain between the parties and other family members, and loyalty conflicts for children and their parents. Unexpected and unpredictable changes or outcomes stemming from interventions sometimes occur. Please confer with me if you have any concerns at any point in the process.

**Goals and Expectations**

I try to resolve cases in a timely manner and achieve the primary goal of restoring a healthy, stable, positive, trusting relationship between a child (or children) and their resisted parent. I will conduct myself in a fair, impartial, and professional manner congruent with current research on best practices, AFCC guidelines (Association of Family and Conciliatory Courts), my experience and expertise. I will always work in the best interests of the family. However, there is no guarantee as to how long resolution of a case may take (9-18 months is typical), at what expense, with or without court assistance, and whether progress will be achieved or sustained. By consenting to this process, you agree to participate in good faith with everyone involved and follow my recommendations as required.

**Statement of Informed Consent**

I, the undersigned, have read and fully understand the preceding statements herein and conditions of service. By signing this form, I am agreeing to these terms and authorize Michael Alter, LCSW, to perform his duties for the duration of his appointment as reunification / reintegration specialist (therapist, counselor), and to communicate with the court, attorneys, and other professionals and parties involved in my case.

(Parent Signature)

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(Step-parent Signature)

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(Signature of other participants or parties to the case)

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(Print name and relationship to the child or children)

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(Print name and relationship to the child or children)

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