***Synergy Co-Parenting Solutions, LLC***

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**Informed Consent and Service Agreement for**

**Reunification/ Reintegration Therapy and**

**Parenting Coordination Services**

**OVERVIEW**

Working with both a reunification professional and a parenting coordinator (PC) from the outset helps to streamline the process. We provide oversight and management of the parenting plan enabling the professionals to respond to and intervene with setbacks before they become larger issues, discourage further litigation, and increase successful outcomes more efficiently. We expect to follow the same court order, proceed with one retainer and charge the same hourly rate. Consultation and collaboration is a given, however, we each have our defined role. Michael is the reunification professional providing interventions, support and guidance unique to that role. It typically surrounds resist/refuse dynamics between a child and a rejected parent. Rena is the PC and will work strictly in that capacity, managing the mechanics of the parenting plan, and working with the family to design and implement provisional parent-child contact, and parenting plans if that is necessary. We remain in close contact and update each other on our progress and roadblocks. Michael and Rena will consult with each other about strategies and processes specifically designed for each family. We both work toward the same goal: support contact and heal a ruptured relationship with an estranged parent, and facilitate a positive relationship with both parents through trust building and normalization of the parenting plan.

Specifically, reintegration 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 parent consistent with the parenting plan or court order. Issues that reunification addresses may include 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, coordination with other professionals, directing a child or parent to participate in a program, a class or therapy, or to suspend a service that undermines the reunification work. The scope of authority in each court order is unique to each case.

Parenting Coordination is a hybrid legal-mental health role that combines assessment, education, case management, conflict management, dispute resolution, and, at times, decision-making functions. The PC assists co-parents engaged in high conflict co-parenting to implement their parenting plan by: (1) facilitating the resolution of their disputes in a timely manner; (2) educating co-parents about children’s needs; and, (3) with prior approval of co-parents or the court, making decisions within the scope of the court order. A PC seeks to protect and sustain safe, healthy, and meaningful parent-child relationships. Parenting coordination is for co-parents who are unable or unwilling to jointly make parenting decisions, communicate effectively, comply with parenting agreements and orders or shield their children from the impact of parental conflict. In relation to Reunification Services, a PC can manage and direct the gradual re-integration of a parenting plan, assist in organizing time and location of parenting times, negotiate conflicts that may arise during step-ups and other transitions, generally oversee the transition to the agreed upon parenting time plan and support the reunification plan.

Our processes have similarities and differences. The similarities are outlined in section A. Where they are different will be outlined in sections B, Provisions Specific to Reunification/Reintegration Services and section C Provisions Specific to Parenting Coordination.

1. **Provisions Similar to both Reunification/Reintegration Services and Parenting Coordination**
2. Court Appointment -Referrals for reunification/reintegration services and parenting coordination are generally initiated by attorneys, and authorized by the signing of a court order and / or stipulated agreement between the parties. Typically a judge appoints Michael as the reunification/reintegration “therapist”, “counselor” or “specialist” and Rena as the parenting coordinator. However, neither of us can begin to work with you until we each receive:

a) A copy of the signed court order and / or stipulated agreement.

b) Your signed informed consent and service agreement to begin reunification and PC work (this document).

c) Your authorization to pay for services unless the court order designates someone else as the responsible party.

d) Your setting up a profile in the MyCase so we can track billing, payments, case activity, send out reminders and paperwork, respond to record requests, and assist you with questions that may arise.

e) Your completing Intake paperwork and contact information. We may request you provide us with a copy of the custody or psychological evaluation before we begin in person sessions to help us understand decisions affecting the case status and personality functioning of the parents.

f) Your retainer.

1. Release of Information -Correspondence with providers, reviewing evaluations, and access to other records related to the parents and child/ren is often needed for us to understand important dynamics in the family system. Parents are required to sign consent forms permitting these providers to release information we use to assist us in determining a course of action in the best interest of the child. We 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 and PC process. Providing releases is required by court order as a parent’s duty to cooperate with the process.
2. Confidentiality -Reunification / Reintegration and PC services are not confidential. In order to fulfill our duties as a reunification / reintegration specialist and PC we must be able to communicate with the court, with attorneys involved in your case and with each other. We may also need to communicate with therapists, teachers, physicians, law enforcement officials, and other 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. We may need to 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 or PC work may be disclosed and discussed during treatment sessions or in required court testimony.

Additional situations where we 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 either of us, we may disclose relevant information regarding that client in order to defend ourselves. It is expected that a parent will first confer with us in an effort to resolve a grievance.
* If a client files a worker’s compensation claim, this constitutes authorization for us to release any information relevant to that claim.
* There are situations in which we are legally obligated to take action in an attempt to protect others from harm, and to reveal information about a client’s treatment.

* We are 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, Child Protective Services, or Department of Human Services, and to turn over relevant records when necessary. Once a report is filed, we 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.

1. Quasi-Judicial Immunity -A reunification/reintegration specialist and PC are court appointed. While conducting reunification/reintegration and PC services within the scope of their authority outlined in the court order, we enjoy quasi-judicial immunity. As such, the reunification/reintegration specialist and the PC have immunity consistent with Oregon law as to all actions undertaken pursuant to this agreement and any court order. The parents by their execution of this agreement agree that neither will initiate or maintain an action at law or in equity against the therapist or PC for acts or omissions made within the scope of their actions or duties related to this agreement.
2. Cancellation Policy -Please provide 48-hour notice if you need to cancel your appointment. This is your responsibility. You may reach us by phone, email, voicemail or text should you need to reschedule. Failure to do so will result in a $100 missed appointment fee. Multiple cancellations will be reported to the attorneys or counsel and to the court as allowed in an effort to resolve any disruption to the process. We understand there are sometimes unexpected circumstances or events outside your control that may result in delays or a missed appointment. Please contact us at your earliest convenience to reschedule. Reasonable cancellations may be accepted without charge at our discretion.
3. Payment for Services - The hourly rate for reunification/reintegration and PC services is $250 billed in 15 minute increments. We require a $2500 retainer, divided among the parties pursuant to the court order. In addition, each party must have a valid debit or credit card on file for billing in order to comply with the court order and requirements for this case. Additional payment methods may include checks, cash, money orders or cashier’s checks. Non-payment of services by either party will result in a suspension of treatment services 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 us of financial constraints if they arise so that we may discuss alternative payment arrangements in advance.

Each party shall pay their percentage for all treatment and sessions, except in the event that treatment is for one party’s sole benefit, as outlined in the Court order for reunification / reintegration and PC services.  In person meetings typically include the child alone, a parent alone, conjoint visits with a parent and child, parents and step-parents 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 both parents. 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. $250 per hour covers all services, in-person meetings, phone consultation, conference calls, emails, letters, review of documents, photocopying, messenger services, travel and other case related services. **Court testimony, including but not limited to preparation time, consult time and travel time to and from court, is billed at $250 per hour.** Airfare, if required, must be allotted for 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. We will provide you with a monthly billing statement should you request one. A complete billing record is also available upon your request. The content of services is not disclosed in detail.

1. **PROVISIONS SPECIFIC TO REUNIFICATION/REINTEGRATION SERVICES**
2. Overview - 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 interest, supporting cooperation among parties involved; guiding parallel, co-parenting or collaborative parenting behavior 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 the parenting time provisions.

Reunification / reintegration therapy process differs from traditional therapy, mediation, and legal representation. For instance, the reunification specialist works on behalf of the court and the families in the best interest of the children involved. In this role the counselor does 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 consulting with step-parents, teachers, doctors, therapists, custody evaluators, parenting coordinators, DHS (Department of Human Services) case managers, and others on matters concerning your child/ren. It is expected that both parents will maintain a respectful tone during discussion, make good faith effort to cooperate with the specialist and the process, and prioritize the interests of the child/ren over other competing concerns.

1. Beginning Reunification 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 may also ask you to provide statements and answer questions about your children, their experience in the 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 the child. Additional sessions with the favored or the non-aligned parent will also take place in person, or occasionally by telephone. 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 agenda for goals to remedy or resolve current parent-child conflicts. General rules and guidelines will be discussed along with certain requirements specific to a given case, such as parameters to prevent in person contact between parents.

**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 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, either parent with the child, either parent alone, parents together (except when prohibited), sibling meetings, phone calls or email with extended family, and speaking 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 in my view ill advised. In order to be most effective, the reunification process depends on open, direct, honest communication.

1. 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 the parents’ 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 request in writing by both parties. I may likewise resign if I determine this to be in the best interests of the child, 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/reintegration 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 emergency, as prompt notice as possible. Other conditions for withdrawal or termination of reunification/reintegration services may be specified in the court order.
2. Riskof 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 between a parent and child. Unexpected changes or results stemming from interventions sometimes occur that cannot be predicted. Please confer with me if you have any concerns at any point in the process.
3. **PROVISIONS SPECIFIC TO PARENTING COORDINATION**
4. Beginning Parenting Coordination Services -The term of my service as PC shall begin when an order incorporating this agreement is signed, this agreement is fully executed and the required deposits are paid, unless otherwise specifically stated here. I generally meet with each parent separately for an initial 90-minute visit, followed by 60-90 minute individual appointment and /or joint visits if possible and productive. The content of individual visits is not confidential and a summary of these visits can be made available to both parents upon request. In order to be effective, the parent coordination process must involve open, sharing communication. Upon notification by a parent that there is an issue in dispute, I shall investigate the issue by meeting with the parents (in person, by telephone, or by any means I deem appropriate) to fully understand the issue from both parent’s perspective. I will also review all appropriate material related to the issue and consider any other information that she may deem relevant to the issue at hand. These materials may include but not be limited to prior court orders and mutual agreements between the parents. In executing my duties as PC, the following procedures may occur:

The PC may meet with or communicate with the children as she deems

appropriate to help her understand their perspective(s) as it relates to the issue.

1. The PC may consult with professionals, family members, and any other person who may have information relevant to the issue and about the parents and children such as therapists, custody evaluators, school teachers, and any other professional and may consider this information in making a recommendation to the parents.
2. Both parents shall participate in the dispute resolution process in accordance with the principles of due process. This process will include, at a minimum, the opportunity for each to express his or her perspective. In the event that a parent does not attend a meeting or otherwise fails to respond in a timely manner, the PC may deem that parent’s participation waived. She may also proceed by joint or individual meetings, telephone, written, email, or other means determined appropriate as the situation warrants. If a parent fails to provide input, after a reasonable period of time following a request for input, the PC may, at her sole discretion, resolve the issue in conflict without input from that parent by making a recommendation.
3. The PC shall make every effort to decide all issues promptly and shall provide any recommendations to both parents, and to their attorneys, if requested. Recommendations are by their very nature often made in circumstances involving time constraints, and possibly emergencies; therefore, these recommendations may initially be made orally but will be confirmed in writing as soon as possible after the recommendation is made.

1. Procedural Decisions - In performing her tasks, the PC will make all procedural decisions at her own discretion to include but not be not limited to the following:
2. Whether appointments with the parents will be held jointly, individually or with the children.
3. Whether an office appointment is necessary or whether the issues can be handled over the telephone or via email,
4. Whether the collection of collateral information is necessary in order to resolve a dispute or make a recommendation. The right of the PC shall include but not be limited to obtaining information from any custody or parenting time evaluator previously involved in the case and obtaining information from future therapist or the parent’s or children’s health care providers,
5. Whether to interview the children, separately or together, in order to ascertain the children’s needs related to the issues in dispute,
6. Whether to perform psychological testing with the parents or the children, or to conduct home visits with the children and parents present,
7. To establish, supplement, modify and remove procedures and rules for the process relating to how information is obtained, the disclosure of information, and ex parte contact between the parents and the PC,
8. To decide the amount of time necessary to resolve a given dispute or conflict raised by a parent.
9. The duties of a Parenting Coordinator include but are not limited to assisting the parents in the resolution of all child related issues submitted to her for resolution, except for those issues specifically excluded herein or in the court order. The PC does not offer legal advice, nor does she provide legal counsel. Each parent is advised to obtain his or her own attorney in order to be properly counseled about his or her legal interests, rights or obligations. The PC is prohibited from making a recommendation regarding a modification of custody. The goal of parent coordination is to give parents an opportunity to resolve disputes about their child outside of the courtroom. This process differs from both therapy and mediation: there is no therapist/client privilege, the process is not confidential, and insurance companies generally do not offer reimbursement for parent coordination. In addition, the scope of parent coordination is limited to matters concerning your child. It is expected that both parents will maintain a respectful tone during discussions, make good faith efforts toward cooperation, and prioritize the interests of the child over other competing concerns. Before I begin working with your family, there must be a court order requiring that you work with me as a Parenting Coordinator (hereafter referred to as PC) and that you are required to sign this formal PARENTING COORDINATION AGREEMENT. If this agreement is not incorporated into a court order, the court order will govern if there is any discrepancy between the court order and this agreement. The appointment of me as the PC shall be pursuant to ORS 107.425 (3) (a)-(d).
10. Duties of the Parents engaging PC service:
11. To the extent that a release is necessary or required by any non – party to disclose

information to the PC, both parents shall sign all releases necessary for the PC.

1. It is the parent’s responsibility to provide the PC with all necessary information to stay in communication with them including all phone numbers in the order of priority for communication; mailing addresses; and priority email addresses.
2. The PC may consult with other professionals as necessary to conduct her duties. In this regard, the parents shall execute all authorizations for release of information requested of them to permit such communication without limitation.
3. If one or both parents dispute PC’s recommendation, that parent must request a judicial review by motion of such recommendation by filing an appropriate motion with the court within twenty one (21) days of receipt of the written recommendation. The PC shall receive all pleadings at the time of filing. Failure to seek a hearing date will be considered a waiver of the dispute.
4. Both parents shall cooperate in good faith to resolve matters in dispute with the assistance of the PC.
5. Confidentiality and Privilege - There is no confidentiality concerning communications with the PC. There is no privilege accorded to the PC pursuant to law, and confidentiality provisions do not apply. The parents specifically waive the following privileges:
6. Physician/patient privilege (OEC 504-1)
7. Clinical social worker/client privilege (OEC 504-4)
8. Counselor/client privilege (OEC 507)
9. Psycho –therapist/patient privilege (OEC 504)
10. Attorney client privilege (OEC 503)

The PC in the context of this agreement is required by law to report child abuse and elder abuse and threats of abuse against another person. In cases involving domestic violence, the PC and legal counsel or the parents if not represented by counsel shall address any safety issues to the court.

1. Communication - The parents may communicate with the PC without the other parent present. This applies to oral, written, telephonic or email communication with or documentation provided to the PC. The PC may communicate solely with either parent, and with other medical or mental health professionals who have information that the PC deems relevant or useful. The PC may speak with either parent with or without his or her attorney being present. All communication by attorneys shall be made in writing with a copy to opposing counsel or by a three way conference call involving both attorneys and the PC.
2. Withdrawal from PC Services -The term of my appointment as PC will continue for a minimum of two years or until the children reach the age of majority. However, if both parents agree to a termination and receive permission from the court, the appointment will be terminated. If one parent moves for termination after notice and appropriate use of the grievance procedure outlined below, and the court grants the motion, the appointment will be terminated. If the court orders the termination, the appointment will be terminated. Finally, if the PC requests to withdraw pursuant to the paragraph below, prior to the intended term of the agreement, the appointment will be terminated.

Should I need to withdraw from my role as PC, notice will be given to both parents, their respective attorneys, if any, and to the attorney for the children, if any. Any fees owing at the time of resignation will immediately be due and payable to the PC and any money remaining in any retainer account will be refunded to the appropriate parent or parents.

The PC may be disqualified on any of the grounds applicable to disqualify a judge or arbitrator. Any grievance from either parent regarding the performance or actions of the PC or any grievance based on alleged disqualification grounds, shall be dealt with in the following manner.

1. The parent with the grievance shall first discuss the matter with the PC in person before pursuing it in any other manner. If, after discussion, the parent decides to pursue a complaint, the parent must submit a written letter detailing the complaint to the PC and provide copies of the letter to the other parent and to any attorneys representing the parents and or the child(ren). The coordinator shall provide a written response to the parents and attorneys within thirty (30) days. The PC shall then meet with the complaining parent to discuss the matter.
2. If the complaint is not resolved after this meeting, the complaining parent may file a motion with the court requesting the PC’s removal from the case.
3. The motion shall be decided based on written documents submitted by both parents and the PC, unless the court orders an evidentiary hearing.
4. The court shall reserve jurisdiction to determine if either or both parents shall be responsible to pay some or all of the PC’s time and costs incurred in order to respond to the grievance and the PC’s attorney fees, if any.

**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 and Rena E. Fox, JD to perform their respective duties for the duration of their appointments as reunification/reintegration specialist (therapist, counselor), and PC to communicate with the court, attorneys, and other professionals and parties involved in my case.**

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