

## **FAMILY REUNIFICATION SERVICE AGREEMENT**

### **Child & Adult Reunification Education Program: CARE**

[www.TexasPCS.org](http://www.TexasPCS.org)  
(972) 895-2502  
[Support@TexasPCS.org](mailto:Support@TexasPCS.org)

**Dear Parents,**

Please review this document carefully as it outlines expectations, limitations, and program requirements. The purpose is to provide clarification about the reunification process, procedures, and policies. This document and attachments will need to be completed and returned to Ms. Logan.

**Reunification Therapy.** Reunification Therapy (RT) is a specific form of Family Therapy. It can be perceived as a hybrid service, as this role includes both a forensic aspect (*court-involved*) as well as a therapeutic component. In addition, RT will have psychoeducation components for both the child(ren) and parents. Also unique to this role is that Ms. Logan will most likely need to coordinate with parent coordinators, parenting facilitators, counselors, psychiatrist, and/or other helping professionals.

Sometimes “*Reunification Therapy*” has been used interchangeably with Reintegration or Reconciliation Therapy. However, in this document and in Ms. Logan’s services with you and your family, Ms. Logan will refer to Reunification Therapy to encompass other terms (*e.g., unification is the act of unifying; whereas, reunification is the unification of something that was previously divided*). It is understood that each case is unique; some cases may have had a temporary breach, whereas other families have had continued contact but the relationship is strained.

Reunification Therapy’s overall function is designed to improve and repair strained and/or damaged parent-child relationships when resist-refused dynamics are present. It is most often ordered by a court when a child is resisting and/or refusing contact, or there may be difficulties with 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 and hurtful past behaviors and/or made statements that have contributed to a child resisting spending time with that parent. In other situations, a parent has not engaged in any concerning and/or actual abusive behavior(s) that would warrant a child to irrationally reject or refuse to see a parent, which is often referred to as “*Parental Alienation*.”

The Child & Adult Reunification Education (**CARE**) Program is ideal for families who will cooperate by honoring this agreement and respecting the Court Order. It is best suited in resist/refuse dynamics, associated with mild to moderate cases, possibly due to: (1) a parent’s alienating behaviors and/or (2) past areas that include but are not limited to neglect and/or being absent but who are willing to make positive changes to their behaviors. However, severe cases are usually best suited for intensive camps and/or other settings. Each family accepted into the CARE Program is done so on a case-by-case basis. Generally, the path to restore damaged and/or strained relationships have better chances, when the child or parent(s) is not diagnosed with a severe mental illness and/or the child has not run away or made escape attempts on multiple occasions. If it is determined that a parent is purposefully and deliberately sabotaging treatment (*e.g., relentless badmouthing, arguing over invoices, late payments, not supporting appointment times, or not enforcing that the child(ren) attend by using parental authority*), Ms. Logan will suggest corrective behavior(s) by that parent(s), and if the parent(s) continues to refuse changed behavior(s), Ms. Logan may elect to refer your

family back to the Court for direction and/or to a more intensive program.

The primary goal of this service is to assist children to enjoy and experience a healthy relationship with both parents. Sometimes, in order to reach this goal, the intervention is exclusively focused on improving a relationship between a parent and a child(ren).

## PURPOSE OF REUNIFICATION COUNSELING

- In providing this service, the **family** is the **client**. In this regard, **Monika Logan**, M.A., LPC, LSOTP (*Ms. Logan*) is not working for either parent specifically; however, her role is to improve the parent-child relationship, which in most cases it is in a child(ren)'s best interests to have a relationship with both parents.
- It is Ms. Logan's understanding that your child(ren) has become allied with a parent, and is resistant to or refusing contact with a parent(s). The Reunification Therapy service aims to repair and/or improve the quality of the parent-child relationships, so as to help the child(ren) resume a healthy relationship with both parents.
- This intervention cannot and will not determine a child(ren)'s optimal or eventual schedule of care (*that is, when each parent exercises parental rights and responsibilities*). Ms. Logan will not aid you or your attorney with a parenting time schedule or designate a person for supervised visitation (*if deemed necessary*).

## TO BEGIN THE CARE PROGRAM

The following required paperwork must be received prior to the start of reunification services. Parents may submit paperwork via email to: **admin@texaspcs.org** and/or fax it to: **(972) 649-4434**, prior to the first session (*Intake Session*). In addition, parents should provide the original copies at your Intake Session as well.

- **Court Appointment Order for Reunification Therapy** (*i.e., no snapshots, photographs, etc.*) The 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 Ms. 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 Ms. Logan can address any questions regarding her Sample Order.
- **Family Reunification Service Agreement** (*i.e., this document*). This document outlines the terms and limitations for Reunification 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.

- **Informed Consent for In-Person Services (COVID-9)** (*Form attached/provided separately*). This document contains important information regarding In-person Services in light of the COVID-19 public health crisis. As COVID-19 may have new variants, including various policies and risks associated with COVID-19, Ms. Logan requests that you inform her when you are ill and/or symptomatic (*i.e., have a fever, vomiting, etc.*), so the session(s) can be rescheduled, cancelled, and/or on-line session(s) can be arranged.
- **Telesessions Informed Consent** (*Form attached/provided separately*). This form authorizes the delivery of psychological and/or client services using online interactive audio and visual electronic systems.
- **Client Demographic Form** (*Form attached/provided separately*). This form should be completed by each parent where “*Client’s Full Name*” is themselves.
- **Child / Adolescent Information Form** (*Form attached/provided separately*). This form details information specific to each child/adolescent, and should be completed separately for each child.
- **Credit Card Form** (*Optional*). Payment(s) can be made online and/or via check or money order to our mailing address. However, this form is optional, as Client may also pay online via PayPal. We do request, however, that if Client elects to keep a card on file, that they maintain only one type of card payment processing (*e.g., either card-on-file or online payment*).
- **Release of Information (ROI)** (*form attached/provided separately*). This form should be completed separately for both attorneys (*Each parent must complete a separate ROI for each attorney, i.e., their attorney and opposing counsel’s*), as well as all current and/or past mental health professionals for your child(ren).
- **Our Family Wizard (OFW)**. Please provide if applicable (*OFW form attached/provided separately*) or any other parenting communication tools and/or programs.
- **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 Therapist**, Ms. Logan will provide parties and the Court (*if/when applicable*) with a brief, written summary of progress. This will be provided as deemed appropriate by Ms. 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 process. In some occasions, a parent may be asked not to participate for a specific time period. However, this decision typically has been designated by the Court (*instances of a No-Contact Order*), and is usually not a decision made by the Reunification Therapist (*Ms. Logan*).
- Please realize that although an estimated time-frame may be provided to parents and/or attorneys, sometimes the Court-imposed timelines for a face-to-face child-parent meeting does not provide adequate time to prepare the child(ren) 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 a child(ren) who is still seeing (*i.e., in contact with*) a parent, albeit reluctantly.

## EXPECTATIONS

- Successful reunification is more likely to occur when the parents can demonstrate genuine support and encouragement. The expectation is that the child(ren) will (*as designated by Ms. Logan*) attend their first Joint Session (*i.e., parent and child*) after attending weekly Individual Sessions with Ms. Logan. It is expected that your child(ren) will attend their first Joint Session with their other parent after attending between **five and ten** Individual Sessions. Please note that this decision is on a case-by-case basis, as some children and parents require additional preparation time, as well as additional educational components prior to a first meeting. However, if a child(ren) refuses (*or continues to refuse*) to attend Reunification Therapy with a parent after the designated sessions (*i.e., typically between five and ten, unless additional sessions are considered to be necessary by Ms. Logan*), and/or threats self-harm, running away, and/or other concerning behavior(s), Ms. Logan may deem it necessary to notify the Court, and/or to make a referral for your child(ren) and/or family to be ordered to participate in a more intensive program.
  - If your child has an Individual Counselor who has already been treating your child, Ms. Logan will request that Releases (ROIs) be completed in order to coordinate care, and to speak with that counselor. Often children may have negative emotions about being around the rejected parent. It is expected and will be requested that the child's individual therapist support the goal of reunification. If it is discovered that the individual therapist is "*aligned*" and does not support reunification therapy, Ms. Logan will first request that another therapist be selected. Ms. Logan may also elect to suspend services, notify any attorneys involved, and provide an update to the Court that Reunification Therapy cannot move forward until an appropriate therapist has been selected by Ms. Logan or has had Ms. Logan's input.
- Ms. Logan requests that each parent support the treatment goals. Ms. Logan also asks that parties commit to support their child(ren) toward treatment goals in both word and deed (*i.e., arriving to appointments on time and as scheduled, and not scheduling your child(ren) for enticing activities when a session has been planned*), as well as recognizing that the process serves the child(ren)'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. Ms. Logan requests that parents commit that these services will supersede all conflicting activities.
- Ms. Logan may request that the "*favored*" parent exercise parental authority and enforce that the child(ren) attend Joint Sessions (*i.e., child and other parent*). Some suggested consequences for failure to attend include but are not limed to, removing time on social media, cell phones, or other parental options that will work for your child.
- Parents should consider that in most cases, it took time for the conflict and/or resist refuse dynamics to develop and therefore it is vital that expectations should be managed. Most families generally will require

a minimum of six months whereas other families may require more time. Once progress has been made, Ms. Logan designates a step-down schedule in which sessions are decreased.

- There are **no guaranteed outcomes** for any case or any other therapeutic treatment, however, with cooperation and active involvement, we are optimistic that the relationship between the child(ren) and parents can be improved.

## MEASURE OF PROGRESS

A common question is, “*How progress is measured?*” Clearly, each case is different; however, some common measures that indicates success in Reunification Therapy may include (*list not exclusive*):

- **Child(ren)’s Measure of Progress:** (*list not exhaustive*)
  - Child(ren) no longer resists contact with a parent.
  - Child(ren) can sit in the same room without having an intense emotional response.
  - Child(ren) and parent engages in activities together.
  - Child(ren) completes task(s) and follows parental authority (*e.g., completing chores when asked to do so*).
  - Child(ren) socializes with extended family members.
  - Child(ren) resume court-ordered parenting time, such as over nights (*Note: Ms. Logan does not designate parenting time*).
- **Parents’ Measure of Progress:** (*list not exhaustive*)
  - Parent understands how distorted memories or perceptions can occur.
  - Parent supports the other parent’s role in the child(ren)’s life.
  - Parent demonstrates warmth and parental insightfulness.
  - Parent employs age and stage appropriate boundaries.
  - Parent can move from passive type of parenting style to that of an active/authoritative parenting style.

## PROCESS

Please note that Ms. Logan retains the discretion to direct if and how each step(s) proceeds. This includes the possibility that Ms. 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 Therapist** is required. Any changes to Ms. Logan’s sample Reunification Appointment Order must first be approved by Ms. Logan.
- **Payment:** Payment must be received prior to the scheduling or start of any service(s). Payment will be divided between the parties per the Court Appointment Order. Prior to any services, parent intake



session(s), and/or the review of any document(s), etc. a **two-hour non-refundable** Administrative Retainer at our **standard hourly rate** is required.

- **Parent Sessions:** In most cases, Ms. Logan conducts an **Intake Session** with each parent without children present. The Intake Session (*first session*) is designated for **1.5 to 2 hours**. In some cases, Ms. Logan will request to meet with the parents jointly (*Joint Session*), unless the parents are legally prohibited (*i.e., a Protective Order*) from meeting together, and/or if either parent would find such a meeting threatening.
- **Significant Others:** In some cases, Ms. 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*) a client; however, Ms. Logan will request that releases be completed prior to and in order that Ms. Logan may speak 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, Ms. 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.
- **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:** Ms. 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 Ms. Logan may elect not to notify your attorney, prior to filing a Status Update. **It is your responsibility to inform Ms. Logan if you change legal representation.**
- **Meetings/Sessions Location(s):** Although Ms. Logan will primarily meet with family members in various combinations at her Frisco, Texas office location, please be aware that when deemed appropriate, Ms. Logan may opt rather to meet with your family in a community setting and/or a parent's residence. Therefore, please note that should such a meeting option be deemed appropriate for your case, additional Release(s) may be required, prior to scheduling such a meeting(s).

## SCHEDULING, APPOINTMENTS & EMAIL

- **Scheduling:** Our primary method for scheduling initially will be via email (*i.e., receiving an approved Appointment Order and a retainer*). However, subsequent sessions may be scheduled via our online scheduling system. Clients are seen by appointment only. Please note that Reunification Therapy sessions typically lasts between **50 and 90 minutes**. However, Ms. Logan may request additional time depending on the needs and nature of your individual case. Please be aware that Ms. Logan may occasionally have to reschedule your session due to court hearings and/or trials. However, Ms. Logan or staff will notify as you soon as feasible should such a cancellation be required.
- **Contacting Therapist:** Ms. Logan is not immediately available by telephone; therefore, she requests that you save questions and/or concerns for scheduled sessions. Ms. Logan also requires that any legal

representation involved in your cause schedule any request(s) 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. Please note Ms. Logan does not offer crisis counseling; therefore, please dial 911 and/or go to your nearest emergency room for emergencies.

- **Email:** We do not engage in therapy through e-mail, 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 (*e.g., to request your invoice*). If deemed necessary that Ms. Logan review submitted email(s), payment(s) will be required for the time spent reading, billed at the current hourly rate. However, all other ongoing case-related email correspondence (*e.g., with parties, helping professionals, attorneys, etc.*) 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:** Ms. Logan does not engage in any relationship/communication with clients via social media (*e.g., LinkedIn, Facebook, Instagram, etc.*), nor will she engage in any therapeutic communication via text messaging with clients. Ms. Logan will not post client information on any public website. By signing this consent, you agree to refrain from posting any review(s), comment(s), rating(s), and/or information regarding Texas PCS and/or its staff on websites without first obtaining written permission to do so from Ms. 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 Ms. Logan.

## 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.
- Ms. Logan and 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 services and/or notification to both party’s attorneys and/or the Court as well. This not only includes face-to-face sessions but also time spent for document(s) review, email correspondence, phone conferences, court status reports, etc. If payment(s) is not received in compliance with your Appointment Court Order, your scheduled session(s) with Ms. Logan may be cancelled and/or rescheduled.
- We accept credit card payments. However, please note that should a dispute occur regarding a valid charge (*e.g., a credit card form is on file and/or you make a payment online*), we will be required to provide supporting documentation (*i.e., documents*) 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

- Ms. 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 we generally send Treatment Plans electronically. If, however, you do not want your treatment plans sent electronically, please notify Ms. Logan. Any Status Report made to the Court will be billed at a minimum of 1.5 hours. We will notify you in advance prior to any changes and/or increase to the fee for our services. Please note that we 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 Ms. 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).

## RECORDS AND CONFIDENTIALITY

Texas PCS utilizes administrative assistants for billing and other administrative duties, who have a Business Associate Agreement (BAA) on file.

Ms. 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 Ms. Logan.

**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 (*i.e., 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 us when requesting records, the format that 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 (*e.g., Progress Notes related to your treatment*) when requested electronically. However, if/when requesting entire/complete record sets (*i.e.,*



*all documents we have in your records (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, which 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 person(s) 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 during sessions is confidential within the treatment team, there are some circumstances under which Ms. Logan will be required to disclose confidential information without consent. These circumstances include but are not limited to:

- Ms. 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 Ms. 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 Ms. Logan.
- Texas PCS files Status Reports for court-connected cases, and may release PHI, (*your name*) to the Court, as deemed appropriate.
- A negligence suit brought by the client against Ms. 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 Ms. 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. However, prior to a party, attorney, or person(s) acting on behalf of a party or attorney subpoenaing, issuing notice of intent to take the deposition of, or filing a complaint against the Counselor with any Texas State Board, a motion must first be set and heard by the Court. Failure to so do can result in sanctions, attorney fees, and/or contempt proceedings. If your issue(s) 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 Ms. 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 Ms.

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 **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 Ms. 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 Ms. 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 Ms. 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 Ms. Logan does not automatically withdrawal from your case upon being asked and/or requested to do so. However, Ms. Logan will cease services if she finds that treatment is not in the best interest of the child(ren).

## CONFIDENTIALITY

Please note that confidentiality as it pertains to this intervention:

- Unless ordered by the Court, Ms. Logan will not keep and/or restrict information from either parent. Anything that Ms. Logan learns from either parent may be shared with the other parent in support of your child(ren)'s needs and the reunification process.
- When Ms. 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 Ms. 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(ren) privacy rights are limited due to the fact that they are minors, they may still be old enough to understand and care about privacy. Therefore, please be cognizant and support of Ms. Logan's effort to establish a trusting relationship with your child(ren).
- As a reminder, Ms. Logan cannot keep any concern about any person's safety private or confidential.
- 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 Therapy is court ordered, please know that anything that Ms. Logan is made aware of can be disclosed to the Courts. Generally, reports are sent to the Court for issues of non-compliance, such as failure to make payments, replenish a retainer, and or failure to attend scheduled session(s).

**DEFINITIONS/ BEST PRACTICES**

- Typically, the role of a Reunification Therapist is that of a **Court-Appointed Therapist**. The Court Order designates a specific person and may describe the expected treatment. Ms. Logan requires that her sample Appointment Order be used and/or that any Appointment Order contain similar required wording.
- Ms. 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 (CPS).
- Ms. 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 Ms. Logan to do so, or the Court has ordered such a review. If document(s) are provided to Ms. Logan, rather than requested, Ms. Logan will notify all involved parties that the document(s) were provided, and you will be invoiced for such review.
- If Ms. 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 progress can be hindered if litigation occurs, subsequently disrupting the therapeutic relationship. Disruption is more likely if the Reunification Therapist (*Ms. 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 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