

## CREATIVE CUSTODY SOLUTIONS

### AGREEMENT TO SERVE AS REINTEGRATION / CONJOINT FAMILY THERAPY CONTRACT

Reintegration/Conjoint Family Therapy is a court-ordered therapy that serves to reconnect a parent with their child/ren and enable the child/ren to go back and forth between parents' homes comfortably. The goals of Reintegration/Conjoint Therapy are to: attend to issues responsible for the initial breakdown in the parent-child relationship; facilitate co-parental civility and respect through understanding the dissolution of trust; identify and diminish co-parental hostilities; and establish healthier parent-child relations and family balance. Each member of the immediate and blended family will play an essential role in Reintegration/Conjoint Therapy. Conjoint Family Therapy as ordered by the court, is defined as any therapy where two or more clients are seen together in session.

#### **Procedures:**

The court order frequently outlines the goals and procedures of Reintegration/Conjoint Therapy. Please review your court order. Generally, I meet a couple times with each parent separately and then each child separately. Relevant documentation is reviewed, and collateral contacts may be contacted. You and your child's physical and emotional safety is of the utmost importance during this process and is always considered in the development of the treatment plan. After the one-on-one meetings, best treatment options will be decided. Even though only one parent is struggling to have contact with the child/ren, both parents are extremely important in this process and will be actively included in treatment. Stepparents and siblings will also be included.

During Reintegration/Conjoint Therapy, we may make recommendations for the adults and/or children to have consultation with other professionals and/or individual therapy sessions with another clinician to facilitate the Reintegration/Conjoint process. We will task the professional with focused issues that need resolve and will confer with that professional. Parties are to follow these recommendations, as they are part of the Reintegration/Conjoint work.

Initial: \_\_\_\_\_

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

You will provide Dr. Tonkins a stipulation and agreement or court order appointing her as Reintegration/Conjoint Therapist. This order will have been filed with the court prior to involvement in this matter, beyond initial inquiries as to services. You agree to all provisions in the order and in this contract. The therapist as ordered by the court has quasi-judicial immunity. She cannot be sued based on her actions in this matter.

Should there be issues of adherence to the treatment plan, the therapist may advise counsel and/or the Court of the issue with written recommendations for remedy or request recusal from the case.

Initial: \_\_\_\_\_

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

Reintegration/Conjoint Therapy, as ordered by the court, is considered a non-confidential process. Any and all notes, correspondence (including electronic), consultations, observations, and financial information, recommendations may be disclosed to the court by the Reintegration/Conjoint Therapist. Records and working documents will not be disclosed to any party by subpoena, but only if the judge orders production of specific records. Additionally, all parties need to sign any and all releases requested by the therapist that are necessary to obtain reports from relevant professionals (e.g.,

psychiatrists, psychologists, social workers, teachers, school officials, pediatricians, hospitals, etc.). This includes past records as well as current records.

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

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

I regularly participate in peer supervision and consult with a team of professionals about cases. During a consultation, I make every effort to avoid revealing the identity of my clients. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. Additionally, to assist in note taking, I may utilize various means of record-keeping, including but not limited to an assistant or electronic note-keeping recordings.

**Initial:** \_\_\_\_\_

**Fee Policies:**

My fees are \$275 per hour. The following are billed at \$275 per hour: therapy sessions, appointments cancelled without 2 business days' notice (regardless of reason), interviewing collateral contacts, reviewing records, and telephonic, facsimile, or electronic correspondence. Court appearances, preparation for court, provision of requested files, letters to Counsel and Judges, travel to and from court, and wait time during hearings are billed at a rate of \$400 an hour. If in-person testimony is required, a minimum of five hours will be billed. If remote testimony is required, a minimum of three hours will be billed. A subpoena to court must be received a minimum of seven business days in advance of the court date. Upon receipt of the subpoena, that date of appearance is reserved and the minimum payment will be billed. Even with retraction of subpoena or in the case my presence is not required, minimum payment will still be processed. In the case where the order requires my writing to the courts and/or testimony, this will be billed to the party/parties responsible for bearing costs of Reintegration/Conjoint Therapy. Should one party subpoena me to testify, and division of payment is not outlined in the court order, the subpoenaing party is responsible for costs.

A retainer of \$2,750 is required to commence any court ordered/stipulated treatment. It can be paid by cashier's check, money order, valid check, or Zelle (drtonkins@gmail.com). If you wish to pay by credit card or Venmo (@drsuetonkins), please note there is a 3% surcharge for credit cards and a 2% surcharge for Venmo payments. In the event that these forms of payment are not provided, we will charge your credit card on file for the balance and retainer. A valid credit card must be on file. It is the responsibility of the parties to ask for an invoice/time tracker should they wish to review the charges. Parties have 10 calendar days upon notice of billing to inquire about charges. After the 10<sup>th</sup> day, the bill will be considered accurate and there will be no further opportunity for dispute.

After commencement of treatment, when the retainer goes down to \$500, it will be automatically replenished at a sum of \$2,750 (again in keeping with the court's order of who is responsible for payment). We will send a courtesy advisement when your retainer is at or below \$500. You are to ensure payment is delivered to the office within 3 days of receipt of the courtesy email. If it is not received at that time, a charge will go out to your credit card. In the case that the payment is declined, a \$50 fee will be assessed. Dr. Tonkins has the right to suspend work if fees are not up to date, or she may seek the court's assistance in collection of delinquent fees. You will be responsible for all fees

incurred in efforts to collect funds. Please note that to collect fees, personal information will be requested, and I must provide the necessary information to obtain collection. Because treatment is court-ordered, it is the party's responsibility (if there is a need of suspension of services) to return to court in an expedited fashion for resolve so as to not interrupt treatment. The therapist will give referrals, however, it is the court that will ultimately create the order.

There may be occasions where the above fee schedule is changed, and this will be written as an amendment at the end of this contract only by the therapist. The retainer will be held until the court determines that the Reintegration/Conjoint Therapist's appointment is completed. After this time, if there is a balance in the retainer, a credit will be issued.

**Initial:** \_\_\_\_\_

**Contacting Me:**

After the initial appointment is scheduled, correspondence (outside of session) will take place principally by email. Note that all emails are entered into your file and charged at a rate of \$275/hour. The sole purpose of emailing is for scheduling sessions. If it is absolutely necessary to send an email that is not about scheduling, you may provide concise information. The therapist may choose not to respond and may also defer her response until the next session. Should you have a concern, it is best to request an appointment or bring it up at your next appointment. Regarding appointment setting, I will offer 1 to 2 appointment times, trying to reasonably accommodate your family's schedule. In the event that I am unable to accommodate, and because this is a court order, you will need to come in as requested. Please note, excessive challenge in setting appointments can lead to contact with Counsel and/or Judge. If you have a psychiatric/clinical emergency, contact 911 or proceed to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

**Initial:** \_\_\_\_\_

**Grievance Procedures:**

Should there be a grievance with the Reintegration/Conjoint Therapist, you shall file this in writing with the therapist within 14 days of your concern. An absence of filing is considered that you have no issue. Upon receipt of this letter, the therapist will attempt to resolve the issue. If we can't resolve the issue, you can proceed to have your counsel petition the Courts for a change of treatment providers. This will be at your expense. All fees associated with this process incurred by the therapist will be paid for by the party requesting removal. The same hourly court fee applies. In the interim, Reintegration/Conjoint Therapy will continue as ordered.

Should the Reintegration/Conjoint Therapist, for any reason, wish to be removed from the case, she will contact counsel and advise that she wishes to be recused in this matter. It is up to the parties to expeditiously obtain a new court order. Once there is a request for recusal, treatment can be stopped at that time by the therapist.

**Initial:** \_\_\_\_\_

**Records:**

If you send documentation/correspondence, or furnish material, to the Reintegration/Conjoint Therapist, it is encouraged to either Cc the other party or otherwise provide it to them. If they are not provided with the documentation, Dr. Tonkins has the option to share or not share this information with the other party. If you have counsel or if you are acting as your own attorney, it is advised that you follow all state and local court rules regarding the dissemination of written materials.

**Initial:** \_\_\_\_\_

**Contact with Counsel:**

At any time, should this therapist have concerns specific to the Reintegration/Conjoint process, I may make contact (including recommendations) to your counsel. Additionally, this therapist may write to the court regarding orders or concerns. Frequently, within the court order for Reintegration/Conjoint Therapy, the judge will specify the format for feedback to the courts, to which this therapist will respond.

**Initial:** \_\_\_\_\_

Amendments (FOR OFFICE USE ONLY):

*Your signature below indicates that you have read and understood the information in this entire document and agree to abide by its terms.*

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- Petitioner
- Respondent