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Center for Life Health, Ltd.**

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Reunification Therapy Services Agreement

Welcome to Moxie Incorporated, Center for Life Health, Ltd. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. This Notice, which is included in this Agreement, explains HIPAA and its application to your personal health information. The law requires that we obtain your signature acknowledging that we have provided you with this information by the end of the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on us (and our clinic) unless we have taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

1. Description of Reunification Therapy:

At Moxie Incorporated, we use a specific model of reunification therapy which we have found to be most effective with families that have prolonged conflicts and complicated clinical issues, which are common in families seeking reunification therapy. Both parents are required to participate in the reunification process, as both affect the outcome of the process for the children.

Depending on your family's circumstances, we may use a model of reunification therapy that requires the collaboration of two therapists; one who meets with the children, and one who meets with the parents. This team approach allows the children to have a place to discuss their family situation with a person who is not also in the role of therapist for either parent. This allows the children's therapist to focus on their needs and feelings without being lobbied by either parent. The therapist who works with the parents is able to receive information about the children's needs and concerns, and to use this information to help

the parents best manage the difficulties that the children are facing. Sometimes, this takes the form of coaching or advising. At other times, parents have feelings or issues of their own that affect the reunification process.

The process begins with each parent having a session with the therapist who will work with the child(ren). At this time, the therapist will review the steps of the reunification therapy process with each parent, and ask each parent to give consent for the children to participate in the therapy. Each parent also has the opportunity to describe the background of their family and why reunification therapy is necessary. During the session, the therapist will assess whether a single therapist will be sufficient, or whether the two-therapist model will be used. Only after the parents have both had the initial meeting with the children's therapist will the children be introduced to the process.

The children will meet with their therapist, either together as siblings or individually. The therapist will assess the children's readiness for contact with the reunifying parent, and assist the children to prepare for upcoming encounters with this parent. All efforts are made in this process to proceed at an appropriate pace for the child. This does not mean, however, that the child always chooses when the first contact with the reunifying parent will occur. Sometimes when children have been estranged from a parent for an extended period they become anxious about resuming contact, and must be urged to have this first encounter. This will not occur until the therapist deems that they are psychologically ready for the encounter, however.

The reunification therapy model offers several advantages. Reunification therapy is structured, with expectations for frequency of attendance for all family members, so problems are addressed proactively before they escalate. Also, the entire family participates in reunification therapy, so children feel that their whole family is working and they are not left alone to tackle these difficult family issues.

When the two-therapist model is used, the reunification therapists work collaboratively, and consult with each other between sessions to coordinate the actions that will most benefit the family.

2. Psychological Services:

Like all psychotherapy, reunification therapy is not easily described in general statements. It varies depending on the personalities of the psychologist and clients, and the particular problems you and your family are experiencing. There are many different methods we may use to deal with the problems that

you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you and your children may experience uncomfortable feelings like sadness, anger, or frustration. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Therapy can involve a large commitment of time, money, and energy, so you should be very careful about engaging in the process effectively. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you provide you with referrals to another mental health professional for a second opinion.

3. Fees:

The fees for reunification therapy sessions average approximately \$150 per hour (subject to adjustment on January 1 of each year). Because insurance companies set the rates for different types of sessions, sessions may vary between \$170 for the initial diagnostic sessions to \$125 for individual sessions, but on average, costs balance out to \$150 per hour.

4. Deposit: An initial deposit of \$3000.00 is required to begin the process. This amount may be shared by the parents, or not, in accordance with their financial agreements or Orders. All payments shall be made to Moxie Incorporated. Funds in this deposit will be held in reserve to secure any fees that are not covered by insurance. These fees include the cost of sessions, plus the following, at \$150.00 per hour, in increments of .2 hours (12 minutes, \$50/increment):

- a. All phone calls related to this case.
- b. Reading and reviewing files, correspondence and other documents.
- c. Drafting memos, correspondence, and reports.
- d. Consultations between the two reunification therapists.
- e. Consultations with other professionals.

5. Billing and Payments:

Please initial the option below that accurately describes each parent's obligation for payment of the reunification therapy fees. In any scenario, both parents may provide insurance information in an effort to have insurance help cover the costs of the therapy.

_____ The parent named here _____ will pay 100% of all reunification therapy costs, including all sessions with either parent and sessions with the children.

_____ The parent named here _____ will pay for their own individual sessions, plus all fees for sessions with the children and consultations between the therapists. The other parent (_____) will pay only for his or her own individual sessions.

_____ The parents will equally divide the costs of the children's sessions and any consultations between the therapists. Each parent will pay for his or her own individual sessions.

6. Unpaid Fees:

If your account has not been paid for more than 60 days, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require us to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

7. Insurance Reimbursement:

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will often provide some coverage for mental health treatment. However, policies vary widely in regard to coverage for this type of family therapy. We will provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, **you (not your insurance company) are responsible for full payment of our fees.** It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will

provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

8. Missed Appointments:

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for cancelled sessions. Charges for missed appointments or late cancellations will be paid by the parent missing/canceling the appointment, if the fees are shared between the parents. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.

9. Replenishing the Deposit: Clients are each responsible for replenishing their share of the deposit when it has been reduced to \$300.00 (two hours remaining). The new deposit shall be in the same amount as was originally made, unless other arrangements are made.

10. Release of Reports and Summaries:

Frequently, one or both of the parents, or the court requests a report or summary of the family's progress in reunification therapy. Be aware that any such summary will need to include information about all participants in this process. **By signing this agreement, you give consent for the other participants in reunification therapy to receive this information about your participation.** Written reports and summaries, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or summary. Either parent may request a written summary or report at any time and that parent will be responsible for the cost of preparation.

11. Photocopying:

I understand that any documents copied by Moxie Inc. will be charged to the party requesting them at \$.50 per page.

12. Suspension of Services:

The Reunification therapists reserve the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

13. Contacting Us:

Due to our work schedule, we are often not immediately available by telephone because we do not answer the phone when we are with clients. When we are unavailable, our telephone is answered by our assistant or voicemail. We will make every effort to return your call as soon as possible. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you cannot wait for us to return your call, contact your family physician or the nearest emergency room and ask for the psychologist/psychiatrist on call, or call 911 to address the emergency you are experiencing. If we will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

14. Limits on Confidentiality:

The law protects the privacy of all communications between clients and psychologists. In reunification therapy, the client is the entire family, so **it may be necessary to the process for the therapists to share information between family members. By signing this agreement, you give consent for the therapists to do so.** In most other situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, such as follows:

We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you do not object, we will not tell you about these consultations unless we feel that it is important to our work together. We will note all consultations in your Clinical Record.

You should be aware that we practice with other mental health professionals and that we employ administrative staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where we are permitted or required to disclose information without either your consent or authorization:

- a. If you are involved in a court proceeding and a request is made for information concerning the professional services we provided for you, such information is protected by the psychologist-client privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- b. If a government agency, pursuant to their lawful authority, is requesting the information for health oversight activities, we may be required to provide it for them.
- c. If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
- d. If a client files a workers compensation claim, we must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include that client's employer, the insurer or the Department of Labor and Industry.

There are some situations in which we are legally obligated to take actions that we believe are necessary to attempt to protect a client or others from harm and we may have to reveal some information about a client's treatment. These situations are unusual in our practice.

- a. If we know or have reason to believe a child is being neglected or physically or sexually abused or have been neglected or physically or sexually abused within the preceding three years, the law requires that we file a report immediately with the appropriate government agency, usually the county Child Protection Services. Once such a report is filed, we may be required to provide additional information. This law also includes reporting the use of illegal drugs during pregnancy.
- b. If we have reason to believe that a vulnerable adult is being or have been maltreated or if we have knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained, the law requires that we file a report immediately with the appropriate government agency, usually an agency designated by the county. Once such a report is filed, we may be required to provide additional information.
- c. If we believe that you present a serious and specific threat of physical harm or violence to yourself or another person, we may be required to disclose information necessary to take protective actions. These actions may include notifying the potential victim, contacting your family or others who can help provide protection, contacting the police, or seeking your hospitalization.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

15. Professional Records:

The laws and standards of our profession require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

16: Patient Rights:

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, privacy policies and procedures. We are happy to discuss any of these rights with you.

17. Minors and Parents:

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and is sometimes closely linked with the success of the reunification process, we will work closely with parents and their children to agree upon and establish boundaries that respect the privacy needs of the child. This may entail making separate and specific agreements about parents' access to their children's records. Any agreement we would make would maintain the therapist's right to immediately inform parents if we feel that the child is in danger or is a danger to someone else.

18. Getting Started:

Parents have the option of requesting introductory sessions with us before contracting for services. These introductory sessions are billed at our regular hourly rate of \$150.00 per hour for each therapist in attendance, and allow the parents to meet us and to ask any questions they may have about the process.

Once it is agreed upon that we will be working with your family as Reunification Therapists, this agreement must be signed. The parties make an initial deposit of \$3000, which will secure our first 20 hours of work together. **The initial deposit, the signed agreement, and a copy of any court orders requiring reunification therapy must be received prior to scheduling or holding any additional appointments.**

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT INCLUDES THE HIPAA NOTICE FORM AND THE PATIENT BILL OF RIGHTS.

ACCEPTANCE AND SIGNATURES

PARENT SIGNATURE

I have received and read a copy of the Reunification Therapy Services Agreement, and I have addressed any questions I have about the process or payment. I agree to proceed with Reunification Therapy at Moxie Inc. and consent to the participation my children named here:

in this therapy process as well.

I agree to pay Moxie Incorporated \$_____ of the \$3000 initial deposit.

Parent's Signature: _____ Date: _____

Print Parent Name: _____

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I agree to pay Moxie Incorporated \$_____ of the \$3000 initial deposit.

Parent's Signature: _____ Date: _____

Print Parent Name: _____