



## **COURT FEES & INVOLVEMENT of Alliance Child & Family Solutions (“ACFS”)**

### **RELEVANT COURT ORDERS**

All instances in which there are court documents related to divorce involving a minor child, associated custody agreements, guardianship paperwork, official paperwork related to the ability to consent to psychotherapy treatment, and/or any past or currently open court filings regarding a minor child **MUST** be submitted in full to our agency via fax (817-405-3364) or e-mail (referrals@acfstexas.com) so this information can be reviewed and uploaded to the chart in advance of the appointment.

### **Involvement by Parents**

As children are part of a family system, decisions about psychological, medical, and/or educational care, etc. must be made by the child's legal guardian(s), who must be physically present to provide consent, have an opportunity to be fully informed of the treatment process, be provided with an opportunity to ask questions, and in order for identity to be verified.

Both parents are invited and encouraged (as they are able) to participate in the process of treatment. If one parent retains sole legal custody, this parent **MUST** provide legal documentation of this in order for assessment to proceed. In the case of joint custody, both parents **MUST** consent to the assessment and we must have a signed copy of this document from each parent. Both parents, regardless of custody, have a legal right to information unless otherwise indicated in a court order.

### **Mental Health Treatment with Families in Conflict**

As a mental health treatment practice our primary focus, responsibility and goal is the treatment and well-being of our identified patients. In the case of a child as the primary patient it is essential that parents and legal guardians are not in conflict and are in fact in agreement as to decision to treat, the treatment goals, appointment times and the need to maintain patient confidentiality. The therapeutic process is a team approach, especially in the case of a minor child.

### **Legal Consent to Treatment**

The following informed consent states that each parent, and/or any legal guardian with authority over the health care decisions of the child, will agree to these terms and communicate effectively with each other as well as with the provider to create a supportive environment for treatment and to assist our clinicians toward attempting to achieve the most positive outcome possible.

Although our responsibility to your child may require our involvement in conflicts between parents and guardians, we need your agreement that our involvement will be strictly limited to that which will benefit your child. This means, that you each agree as a condition of us treating your child that:

- You shall treat anything that is said in any individual or group therapy session as strictly confidential;
- Our role is limited to providing treatment and you shall not attempt to gain advantage in any legal proceeding relating to the care and custody of your child from our treatment of your child;
- You shall not request or require us, through subpoena, summons or other means (except as otherwise ordered by a court of competent jurisdiction), to provide testimony in favor of one parent or guardian against the other in any legal proceeding relating to the care and custody of your child; and
- If multiple parents or guardians desire to obtain treatment information and/or testimony from any one of our clinicians relating to your child in any legal proceeding you shall each consent to the disclosure by executing one or more authorization forms we send to you and you will each share in the cost of producing such records and/or written or live testimony at our established copying charges and/or hourly rates for our clinician's time.

### **Limits of Treatment**

Psychotherapy cannot at any time:

- Determine if a traumatic incident truly occurred.
- Determine what parent is a better placement.



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- Be used in lieu of a social study to evaluate household environment

If there is a court appointed evaluator, and if appropriate authorization forms are signed, or a court order authorizing disclosure of treatment records is sent to us, we will disclose the requested treatment and general information about the minor but we will not make any recommendations concerning the child's custody or custody arrangements.

### **Court Involvement After the Onset of Treatment**

Since the client-therapist relationship is built on trust with the foundation of that trust being confidentiality, it is often damaging to the therapeutic relationship for the therapist to be asked to present records to the court, testify whether factual or in an expert nature, in court or disposition. The therapist asks that clients only request a court appearance in extreme cases.

Court appearances or involvement after the onset of treatment could result in the need to terminate therapy and refer you to another practice. In such cases as the therapist is ordered to testify by the court about his/her counseling with you, the therapist will be monetarily compensated as set forth below.

### **Court Appearances, Letters, and Other Paperwork**

- Court appearances are billed at two hundred dollars (\$200.00) per hour with a minimum charge of eight (8) hours, for a total of one thousand six hundred dollars (\$1,600.00). Should the total time of the provider take less than 8 hours, the difference will NOT be refunded. However, time exceeding 8 hours of work WILL be billed to the appropriate party on a per quarter hour basis.
- Testimony before any court, arbitrator, mediator, or other hearing officer are billed at two hundred dollars (\$200.00) per hour with a minimum charge of eight (8) hours, for a total of one thousand six hundred dollars (\$1,600.00). This may include any and all circumstances in which it is necessary for the therapist to testify before any court, arbitrator, or other hearing officer to testify at a deposition, whether the testimony is factual or expert, or to present any or all records pertaining to the counseling relationship to a court official.
- Requests for involvement by phone to any attorney, court, arbitrator, mediator, or other hearing officer billed at two hundred dollars (\$200.00) per hour and will only be completed if a credit card is on file and written consent / request by the Client is made in writing in advance.
- The client agrees to pay the therapist for his or her services, including travel, preparation, and necessary expenditures at the rate of two hundred dollars (\$200.00) per hour, rounded to the nearest half hour, with a minimum charge of eight (8) hours, for a total of one thousand six hundred dollars (\$1,600.00). These expenditures include, but are not limited to copies, parking, meals, and the like.
- The client agrees to pay the one thousand six hundred dollars (\$1,600.00) minimum fee at least two weeks prior to the appearance, presentation of records, or testimony requested. All additional expenditures will be billed after the court appearance.
- Other letters and paperwork requested by the client will be assessed a charge of fifty dollars (\$50.00) per hour, rounded to the nearest hour, with a minimum 1 hour charge. This does include letters to court officials or attorneys, short-term disability paperwork, and any other documentation requested by the client. This does not include copies of your bill, missed work or school letters, release of information forms, nor any other documents used in the day-to-day operation of the office. It is the responsibility of ACFS to alert you of any additional charges assessed at the time of the client request.
- *Charges assessed to Client are separate from fees allotted to Providers; this will be handled internally.*

### **Court Ordered Treatment**

Court orders are most effective when specified:

- Sessions to be completed (*i.e. Initial Evaluation + 6 Follow-Up sessions*),
- Release of Protected Health Information (PHI) for these sessions and to what party, and that
- No parties can subpoena the therapist to court, only records or a summary can be requested (*rationale: there is no value add in the therapist being in court*)



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Because of the possibility of significant legal involvement and additional fees, it is the policy of ACFS to accept Commercial Insurance Only (*no Medicare, Medicaid, or Managed Medicaid Plans*) for court-ordered treatment. **Clients who are court-ordered to treatment or become involved with the court system who have Medicare, Medicaid, or Managed Medicaid Plans as their primary or secondary forms of insurance will be immediately either converted to become a cash pay client or discharged from the practice upon the first No Show or Late Cancels for any reason.**

By my signature below, I am indicating that I have read and understand all of the above, have had an opportunity to ask questions about this information, and I consent to the evaluation and treatment. I understand that I have the right to ask questions of the Therapist about the above information at any time. I also acknowledge by my signature below that:

1. I also attest that I have the right to consent to the treatment for myself or ourselves as a couple/family or of any participating minor client(s),
2. I have submitted copies of any relevant court paperwork regarding the ability to consent to mental health treatment,
3. I voluntarily agree to receive mental health assessment and mental health care, treatment, and/or services, and I authorize the agency to provide such services as considered necessary and advisable,
4. I understand that as the custodial parent of the minor child, I am responsible for any and all payments due. Any payment received from the minor child’s other parent, guardian, or family member will be deducted and applied appropriately to the child’s account. If the account is in default or a payment has not been made, ACFS will look to me as the sole party responsible for the financial obligations of the account.
5. I understand and agree that I will participate in the planning of my care, treatment, or services, and that I may at any time stop such services received through the agency, and
6. I have read and understood these statements and have had ample opportunity to ask questions about, and seek clarification of anything unclear to me.

These signatures are signed and submitted as of today's date, \_\_\_\_\_

\_\_\_\_\_  
**Printed Name of Client (or Legal Guardian)**

\_\_\_\_\_  
**Signature of Client (or Legal Guardian)**

**\*NOTE: The signatures on this form are considered valid and true regardless of whether hand signed or signed electronically through IntakeQ, AdobeSign, DrChrono, or another approved electronic venue, that I am consenting to all of the above statements with my electronic signature, even if the signature does not appear on the exact lines above.**