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### COURT-INVOLVED THERAPY AGREEMENT

Between: \_\_\_\_\_ and \_\_\_\_\_  
(Parent A) (Parent B)

Court File #: \_\_\_\_\_

#### OBJECTIVES

1. The parents agree the objective of Court-Involved Therapy (CIT) is not to determine IF it is in the child(ren)'s best interests to have contact with one of the parents. Rather, the parents agree it is in the child(ren)'s best interests to have meaningful relationships with both parents. The CIT is intended, therefore, to help the children have healthy and meaningful relationships with both parents.
2. To meet the goals listed below, the parents agree to engage the services of Jennifer Ritter (also referred to as "the therapist" in this Agreement) and will contact the therapist no later than \_\_\_\_\_ to provide consent to proceed with the clinical intake and engage in the informed consent process. Once both parents have contacted the therapist's office, intake questionnaires will be sent to each parent to complete. The parents agree to complete the intake questionnaires within 7 days of receiving them. Once both sets of completed intake questionnaires and any supporting documentation (e.g., relevant court orders, custody/access or Guardian ad Litem reports, etc.) have been received, appointments will be scheduled.
3. The CIT provided for in this agreement has been court ordered, in \_\_\_\_\_ County.
4. Any other particulars of this matter can be addressed in the court order, this CIT Agreement, by way of attachment, or future correspondence.
5. The role of the therapist is to assist with the CIT and not as a custody assessor, arbitrator, parenting coordinator, or consultant for litigation.
6. The goals of the therapy may include to:
  - a. foster overall healthy child adjustment;
  - b. facilitate the implementation of the previously agreed-to or court-ordered parenting time schedule, dated \_\_\_\_\_;
  - c. restore, develop, or facilitate adequate parenting and coparenting functioning and skills;
  - d. assist the parents to resolve relevant parent-child conflicts;
  - e. develop family communication skills and effective approaches to problem-solving;
  - f. assist the parents to fully understand the child(ren)'s needs for healthy relationships with both parents and the negative repercussions for the child(ren) of a severed or compromised relationship with a parent in their young lives and as adults;
  - g. restore or facilitate contact between (rejected parent's name) \_\_\_\_\_ and child(ren)'s name(s), age(s), and date(s) of birth \_\_\_\_\_;
  - h. assist the parents and their child(ren) to identify and separate each child's needs and views from each parent's needs and views;
  - i. work with each family member to establish more appropriate parent-parent and parent-child roles and boundaries;

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- j. correct the child(ren)'s distortions and replace these with more realistic perceptions reflecting the child's actual experience with both parents;
  - k. assist the child(ren) to differentiate self from others and exercise age-appropriate autonomy;
  - l. assist each parent to distinguish valid concerns from overly negative, critical, and generalized views relating to the other parent;
  - m. other (specify) \_\_\_\_\_.
7. While the parents may have different views about the causes or reasons for their child(ren)'s reluctance or refusal to have contact with (rejected parent's name) \_\_\_\_\_, they agree not only to the objectives defined above but also that they each need to be part of the solution to meet those objectives.

## PROCESS

- 8. Jennifer Ritter, as therapist, has been appointed by the court to conduct an impartial, social, comparative, and therapeutic experience wherein information will be gathered and explored as relates to (primarily) reunification between a child and their rejected parent.
- 9. CIT, and herein includes reunification therapy, reintegration therapy, therapeutic mediation, and therapeutic supervised visitation, is a specific form of family therapy which addresses contact resistance or refusal, or estrangement between a parent and a child, most often in cases where the parents are living apart. It is most often sought out by a parent or ordered by a court when a child is resisting contact with a parent.
- 10. There are many reasons why a child may be reluctant to have contact with a parent. The parent and child never had a well-established relationship or the difficulties may be newly emerging. Sometimes events have hurt a parent and child's relationship, including exposure to stormy or violent parent interactions or child mistreatment. In some situations, one parent is knowingly or unknowingly undermining or interfering with the child's relationship with the other parent. Many times a child is reacting to the stress of being caught in the middle of parent conflict or to differences in the parents' styles of parenting, and has aligned with one parent to relieve their internal distress. Usually, there is a combination of factors at play.
- 11. In CIT, the therapist assesses the family and implements treatment that is designed to address the issues that are contributing to the child's avoidant reactions. Through the identification and targeting of these contributing factors, the therapist strives to help the child and both parents make changes that will lead to healthier and more satisfying parent-child relationships.
- 12. The parents agree to the involvement of the entire family, in various combinations, as directed by the therapist. The process will include meetings with each parent and the child(ren) individually and jointly. The process may include meetings with other family members as deemed necessary by the therapist.
- 13. There are a variety of ways in which the child and the parent who is being avoided may be asked to communicate and engage with one another, including, but not limited to: telephone calls, electronic messaging, hand-written communication, and exchanging artifacts, items, photos, and belongings.
- 14. Jennifer Ritter, as therapist, will *not* be making decisions regarding the child(ren)'s parenting time with each parent (access) or legal decision-making (custody) as this is outside her role. Rather, as therapist, she will be assisting to implement the previously agreed-to or court-ordered Parenting Plan. Notwithstanding, the parents agree the therapist may make recommendations deemed helpful to the child(ren)'s mental health in terms of the nature of transitions, rules of parental communication or engagement, location and pacing of the parent-child contact, again, consistent with the existing court-ordered Parenting Plan.
- 15. Jennifer Ritter, as therapist, may provide a report to the parents, lawyers, or the court describing the parents' and child(ren)'s progress and cooperation, including any obstacles preventing the

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therapy from beginning or continuing. This may include specific statements and behaviors which she deems necessary to adequately support other content or statements in her report.

Recommendations may be provided regarding additional services or counseling where deemed appropriate. Any opinions or recommendations reported will be limited in scope to matters for which the therapist has obtained sufficient information.

16. The parents will provide all records, documentation, and information requested by the therapist as soon as possible upon request.
17. Jennifer Ritter may choose to contact other previous or current professionals involved with the family members to receive and obtain information to better meet the aforementioned treatment goals. Toward this end, the parents will sign all consent forms permitting Jennifer Ritter to exchange information with the relevant professionals.
18. Jennifer Ritter may make recommendations for the involvement of additional professionals (e.g., individual therapist for parent or child, education specialist, coach for parent education).
19. The therapist may make recommendations for the termination of therapists who may be currently involved.
20. Reasonable steps are taken to minimize the distress associated with the CIT process. Nevertheless, although most cases can be resolved without judicial intervention, Jennifer Ritter must presume there will be a trial and must conduct herself accordingly. This means that information that you provide will be questioned and, at times, you may feel as though you are being interrogated rather than interviewed. In order to perform the CIT function, she must be an examiner, not only a therapist.
21. Documents you wish for Jennifer Ritter to consider must be delivered in a manner that ensures their safe transfer into her custody and she must receive assurance that documents submitted for her review have been provided to the other party. Under no circumstances are litigants or others to make unannounced visits to her office in order to deliver documents.
22. Unless an objection to the release of any requested items is brought before the court and honored by the court, the requested items will be released. You are reminded that your signature on this document will constitute an authorization to release requested items to those lawfully entitled to receive them.
23. There may be instances in which Jennifer Ritter will be asked to review information that she reasonably believes is likely to be more prejudicial than probative and instances in which she will be asked to contact individuals for whom it would, in her judgement, be inappropriate to contact. Jennifer Ritter is the final arbiter in such situations.

## **RESPONSIBILITY OF THE PARENTS**

24. The parents agree to fully cooperate, support, and wholeheartedly participate in the family therapy intervention. This includes, but is not limited to: (1) paying for services in a timely manner in accordance with the fee agreement executed by the parents with Jennifer Ritter; (2) ensuring the child(ren) are transported to and from scheduled therapy appointments in a timely manner; and (3) exercising parental authority to require the child(ren) to attend and cooperate with the therapy.
25. The parents are advised the court may consider the good-faith efforts and the parents' demonstrated behavior during the therapy as a factor in determining any decisions about the child(ren)'s best interests including legal custody (decision-making) or access (parenting time).
26. The parents have been advised the therapy requires each parent to make changes in their own behavior and parenting to support their child(ren)'s needs. Jennifer Ritter may request specific changes in such areas as setting appropriate limits for the child(ren), encouraging the child(ren) to express feelings and solve problems appropriately, listening to the child(ren)'s concerns, actively supporting the child(ren)'s independent relationships, and shielding the child(ren) from parental conflict. The parents agree to make reasonable efforts to cooperate with the therapist's

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requests in these and any other relevant areas. If either parent disagrees with requests or recommendations made by the therapist, the parent will discuss those concerns privately with the therapist, and will not allow the child(ren) to witness or overhear the concerns.

27. Both parents will overtly support the therapy and Jennifer Ritter to the child(ren). This includes respecting the child(ren)'s right *not* to discuss the therapy with their parents and not asking the child(ren) for information about their sessions.
28. The parents will refrain from scheduling new after-school activities, lessons, or events during the scheduled therapy appointments. Reasonable efforts will be made to schedule appointments so the child(ren) do not miss school or their currently scheduled extracurricular activities; however, this may not always be possible.
29. Given the risks of information being taken out of context or being incomplete, the parents agree they and their lawyers will *not* restate, summarize, or paraphrase in court documents any feedback or statements provided by Jennifer Ritter during the therapy. If necessary, a report may be requested, permitting the therapist to communicate about the therapy to the court as per this Agreement and the court order.
30. There shall be no audio or visual recording of the therapy, unless agreed to in writing by the therapist. Unauthorized recording of any kind may be sufficient basis for the therapist to terminate the treatment and provide a report explaining the reasons. Should unauthorized recording of any kind occur fines may be imposed in the amount of \$750 to the parent who had custodial time with the child when the recording occurred.
31. Both parents acknowledge they have had an opportunity to review this Agreement and to ask any questions they may have concerning Jennifer Ritter's approach to counseling and other available alternatives.

#### **DURATION OF SERVICES**

32. The therapy shall continue for at least three (3) months from the commencing of the therapy unless the therapist determines an earlier termination is in the child(ren)'s best interests. Neither parent may unilaterally withdraw from this Agreement prior to the completion of the term identified; however, with their joint consent in writing, both parents may terminate this Agreement.  
OR
33. In the event either parent wishes to terminate the therapy, they will provide 15 days' written notice to the therapist and the other parent. The parents will attempt, with the assistance of their lawyers, to agree on an alternate to replace Jennifer Ritter. If the parents are unable to agree within 30 days, an alternate will be appointed by the court or existing Parenting Coordinator.
34. With four (4) weeks' notice in writing, Jennifer Ritter may resign if she determines this to be in the best interests of the child(ren), in which case a referral may be made to another therapist if she deems this appropriate.

#### **CONFIDENTIALITY**

35. While Jennifer Ritter is bound to maintain confidentiality and not disclose information to anyone who is not involved in the process, the parents understand the process may involve the therapist and the other relevant professionals (previous or current) sharing information (e.g., custody evaluator/assessor, parent's or child's therapist, teacher, parenting coordinator, Guardian ad Litem, etc.).
36. Statements made by children may have to be cited in an advisory report and it is, therefore, important that you not mislead your child(ren). Do not tell a child that what is said is confidential. It is not.

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37. The therapist may use her discretion to disclose information obtained from the participants in the therapy to the other participants in the therapy which includes any and all relevant persons to treatment as determined by the therapist.
38. Jennifer Ritter shall be free to disclose all information, documentation, and correspondence generated by the process with the lawyer for each parent and with the court, and may speak with the lawyers ex parte. This signed Agreement serves as the parents' informed consent for Jennifer Ritter to obtain information from the court, counsel, and both parents AND for Jennifer Ritter to provide information received from all sources verbally or in a report to the court, counsel, and the other parent.
39. The authority to release copies of this case file (or any portions of it) or to disclose the contents of the file to anyone other than the court and the attorneys in this matter rests with the court. If a review of the report in my office is deemed inadvisable by me, I will notify the court that copies will be delivered to the court with a recommendation that they be distributed to the litigants and to their attorneys at a meeting to be held with the presiding Judge.
40. The parents understand Jennifer Ritter is required to report to the appropriate child protection service or agency if she has a reasonable suspicion a child is being physically, sexually, or emotionally abused or neglected. In addition, the therapist is obliged to notify the proper authorities if she has a "reasonable suspicion" a client may harm himself or herself, or the other parent.
41. If you wish to have individuals write to me on your behalf, they must include in their correspondence the following statement: "I understand that the information I have provided is not confidential." The statement must be signed and sent in email form. Any electronic correspondence received by me may be reproduced by me and furnished to the attorneys for the parties and the attorney for the child(ren). It is your responsibility to explain to anyone from whom you solicit a statement that the information contained may be revealed to any of the individuals involved in the course of CIT and may be quoted in my reports.
42. If you are seeking reimbursement of services with an insurance company, a receipt of service will be provided to you; however, when these requests under HIPAA appear to be in conflict with other laws and/or court orders, the therapist will require all parties involved in CIT to provide formal consent to the releasing of any relevant documentation as relates to therapy for insurance purposes. If consent is not received by all involved parties regarding treatment, therapist will deny said request.
43. With specific regard to information that might ordinarily be protected from disclosure by HIPAA provisions, the therapeutic services offered by me in my practice include traditional healthcare services that involve the use of and disclosure of protected health information (PHI)--information of the type that HIPAA is intended to regulate. For this reason, Jennifer Ritter is, in HIPAA's terminology, a hybrid entity. Section 164.105 of the HIPAA regulations addresses the obligations of hybrid entities. Briefly, HIPAA regulations are applicable only to the "health care component(s)" of my practice.

#### **ELECTRONIC PROVISION OF SERVICES**

44. Scheduling may be done by email or telephone. Electronic provision of services includes email and secure video contacts (e.g., Skype) or communications by telephone and may be provided with your informed consent. The risks include insufficiency, misunderstandings due to lack of visual clues, and technology failure. The benefits include appropriateness, avoiding the need to travel, taking less time off work, services continuing while the therapist is away, convenience, and comfort. Alternatives to the provision of electronic services include in-person services only or local services from an available health service provider of the same or different discipline.

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45. While efforts are made to protect privacy during the electronic provision of services, the same degree of confidentiality provided during in-person office sessions is not possible; limitations include the possibility of interceptions of communications.
46. Please keep in mind others may be able to access information, sensitive or otherwise, communicated electronically between you and the therapist in your own home or workplace. By signing this consent Agreement you are confirming to the therapist you have taken reasonable steps to secure your own electronic devices which you choose to use in communication with the therapist (phones, iPads, computers, etc.). This would include having a confidential password and adequate firewalls. Any communications sent by the therapist are intended for you and not for others, unless agreed to otherwise.
47. If you need to contact me between sessions, you may call and leave a confidential voicemail. Please be aware that I may not be able to immediately answer or respond to your phone call/voicemail. Your voicemail will be responded to as soon as possible or by the next business day. If it is an emergency, please call 911 or visit your nearest emergency room. Please be aware that text messages are **not** a secure form of communication and are not encrypted. Clients may text me for scheduling purposes only. No serious or overly personal information should be included.
48. Jennifer Ritter accepts communication by email and make every effort to keep it confidential; however, please be aware that any information disclosed in email is **not** secure or encrypted. It is better to reserve email for scheduling purposes.

## FEES

49. Fees shall be charged for all professional services performed pursuant to the terms of this Agreement, including administrative matters (record-keeping, long distance telephone charges, photocopying, courier charges, postage, and disbursements), document and correspondence review, writing memos, reports, preparation between sessions, voice mail, email correspondence, in-person sessions with family members and collateral sources, and telephone calls. Fees may be charged retroactively for any services rendered prior to the receipt of the initial retainer. Disbursements shall be paid to professionals who require remuneration for their participation, and for any agency/hospital/police reports.
50. The hourly rate for services is \$165.00 per hour. The fees shall be shared equally unless otherwise agreed to by the parents or ordered by the court at the time this Agreement is executed.
51. Each parent will provide an initial retainer of two (2) hours of services, that is \$350.00 no later than during their first meeting with Jennifer Ritter. At all times each parent shall maintain a retainer of at least \$165.00 (one hour) in the account of Jennifer Ritter IF a credit card authorization is not kept on file for processing payment. Jennifer Ritter shall advise in advance when a further retainer is required.
52. A credit card will be kept on file in the event the retainer amount is insufficient to cover CIT fees. A monthly statement of account will be provided to the parents, upon request. If the above terms are not satisfied, the therapist may choose to postpone all services until the retainer terms are satisfied. Nonpayment of fees shall be grounds for the resignation of Jennifer Ritter.
53. Appointments cancelled without at least 24 business hours' advance notice may be charged at full fee independent of the reason for the cancellation (i.e., Monday appointments must be canceled by 5pm on the previous Friday to avoid the possibility of this charge). The parents will each be responsible for bills arising from their own cancellation with insufficient notice or failure to attend a scheduled appointment.
54. A parent may request a report. The parent who makes this request will be responsible for paying fully for the report in advance by retainer at an hourly rate identified in #51 above, or otherwise as ordered by the court.

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55. The parents agree all testimony or appearance at court of any kind provided by Jennifer Ritter shall be considered expert testimony. Fees related to preparation for or attendance at court (e.g., trial, settlement conference, discoveries, depositions) are billed at \$275.00 per hour. Fees for attendance at court, testifying in court, or discoveries are billed by a minimum half-day rate of \$500.00. Any court-related fees (i.e., preparation time, attendance, and travel) shall be provided in advance by retainer by the parent requesting Jennifer Ritter's attendance and/or participation as described. Unused retainer funds will be returned to the retaining party's attorney.

### **INDEPENDENT LEGAL ADVICE**

56. Each of the parents confirm they have received independent legal advice prior to executing this Agreement, or is aware they have a right to do so.
57. Both parents:
- a. understand their rights and obligations under this Agreement, and the nature and consequences of the Agreement;
  - b. acknowledge they are not under any undue influence or duress; and
  - c. acknowledge they are signing this Agreement voluntarily.

### **RISKS & LIMITATIONS**

58. Informed consent requires disclosure of potential risks and limitations. By signing this Agreement, the parents acknowledge the therapist cannot guarantee physical safety during CIT. The parents further acknowledge the therapist cannot guarantee against bad faith or abuse of process by any participant. The parents understand there is no guarantee the family and co-parenting functioning and the parent-child contact problem will be resolved during family therapy. The parents acknowledge they may not be fully satisfied with the outcome of the services provided.
59. Though it is more likely than not that testimony offered by me will explain and be supportive of the contents of my report, no assurances can be offered that this will be the case. A cross-examining attorney may bring to my attention information of which I was unaware (either because it was not brought to my attention during the course of my evaluation or because it pertains to events occurring subsequent to the issuance of my report). The attorney may ask how the new information might affect my professional opinion of you and/or your spouse. I will, of course, respond honestly. You must recognize that I am not an advocate for the person who seeks my testimony and that I am obligated to offer any/all pertinent information that might be of assistance to the trier of fact. I must, for example, provide information concerning your parenting deficiencies and your spouse's parenting strengths. Put most simply, fees paid to me represent compensation for time expended. The person paying my fees cannot be assured that my testimony will be helpful to his/her case.

### **INFORMED CONSENT**

60. Having read the above, I hereby consent to:
- a. willingly continuing with this CIT process;
  - b. informing my legal counsel, or if acting Pro Se, advising the court in writing to let them know I choose to withdraw from the therapy;
  - c. advising the therapist in writing if I choose to withdraw consent for this therapy;
  - d. all information and communication provided by me being done so on a 'with prejudice' (not confidential) basis and for this information to be used in court if required;
  - e. Jennifer Ritter seeking full and active participation from me and other family members she deems necessary.

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61. I understand:

- a. what is expected of me and the relative risks of the information being used in court or this legal matter;
- b. the nature of this therapy, fees associated, cancellation policy (24 hours), mutual responsibilities, confidentiality issues and limitations, benefits, and risks, the consequences of non-action, the option to refuse or withdraw, and the elements of the "with prejudice" nature of this therapy;
- c. the signing of this Agreement/Informed Consent by me is further acknowledgement of informed consent as it dictates the professional activities the therapist will be conducting.

TO EVIDENCE THEIR AGREEMENT, THE PARTIES HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

PARENT NAME: \_\_\_\_\_ PARENT SIGNATURE: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_ WITNESS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

(MARCH2020)

INITIALS: \_\_\_\_\_