

jennifer ritter

C O U N S E L I N G

Court Ordered Therapy Onboarding Packet

Jennifer Ritter

Dear Prospective Client,

I have been appointed by the court to conduct an impartial, comparative, and therapeutic experience where information will be gathered and explored as it relates to the reunification between a child and their parent. The following lists and describes the required documents that **must be submitted before therapy can begin**. Please submit all documents to the following email address in a timely fashion to initiate therapy services: help.contact.leah@gmail.com. If you are unable to submit the forms electronically, please call (208) 519-1064 to arrange a time to complete the paperwork in-person. You will be contacted to schedule an appointment after this documentation is completed and received.

I. Court Ordered Therapy Agreement

This form is an agreement to the terms of the therapy services.

II. Credit Card Authorization Form

This document authorizes our office to charge the credit card provided for the services detailed in the Court Ordered Therapy Agreement.

III. Parent Questionnaire

This form is for the personal disclosure of information related to the issues and concerns between parent and child and parent and co-parent.

IV. Are You Ready for Reintegration?

This document is a personal assessment of preparedness for the reintegration services.

V. Authorization for Release of Confidential Information

This form allows for the release of confidential information to applicable persons, clinics, or organizations involved in the case. Please note: all requests for the release of confidential information by attorneys or other parties aside from the client must be court ordered.

VI. Therapy Intake Form

This form documents relevant personal, legal, medical, and custodial information.

VII. Parent Contact Form

This form documents your preferences for communication.

Please sign below to acknowledge that you have read and understood the above information.

Client Signature: _____ **Date:** _____

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COURT ORDERED THERAPY AGREEMENT

THIS COURT ORDERED AGREEMENT (“Agreement”) is made and entered into as of the date signed by and between:

“Therapist” Jennifer M. Ritter, LCPC, CCTP
223 N 6th St., Suite 317
Boise, ID 83702

and

“Parent(s)” Name: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

and

Name: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Court File #: _____

BACKGROUND RECITALS

A. Parents together have the following child(ren):

| Name of Child | Date of Birth (MM/DD/YYYY) |
|----------------------|-----------------------------------|
| | |
| | |
| | |
| | |
| | |
| | |

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- B. Parents have been ordered by an Idaho court of competent jurisdiction to participate in Court-Ordered Therapy (“COT”). Therapist has been appointed by the court to provide and facilitate COT to the Parent(s) and child(ren).
- C. COT 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 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.
- D. There are many reasons why a child may be reluctant to have contact with a parent. Possibly, a 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 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.
- E. A COT therapist generally conducts an impartial, social, comparative, and therapeutic experience wherein information is gathered and explored as relates to (primarily) reunification between a child and their rejected Parent. The therapist assesses the family and implements treatment designed to address the issues 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 which will lead to healthier and more satisfying parent-child relationships.
- F. The objective of COT is not to determine whether it is in the child(ren)’s best interests to have contact with one of the Parents. Rather, the purpose of COT is to help the child(ren) establish and maintain healthy and meaningful relationships with both Parents. Accordingly, the objectives of COT may include, without limitation:
- fostering overall healthy child adjustment;
 - facilitating the implementation of the previously agreed-to or court-ordered Parenting time schedule;
 - restoring, developing, or facilitating adequate Parenting and co-Parenting functioning and skills;

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- assisting the Parents to resolve relevant Parent-child conflicts;
 - developing family communication skills and effective approaches to problem-solving;
 - assisting 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;
 - restoring or facilitating contact between Parent(s) and child(ren) who have become estranged;
 - assisting the Parents and their child(ren) to identify and separate each child's needs and views from each Parent's needs and views;
 - working with each family member to establish more appropriate Parent-Parent and Parent-child roles and boundaries;
 - correcting the child(ren)'s distortions and replace these with more realistic perceptions reflecting the child's actual experience with both Parents;
 - assisting the child(ren) to differentiate self from others and exercise age-appropriate autonomy;
 - assisting each Parent to distinguish valid concerns from overly negative, critical, and generalized views relating to the other Parent; and
 - other such goals and needs that may be identified during the COT process.
- G. Parents acknowledge and agree that it is in the best interests of the child(ren) to have meaningful relationships with both Parents.
- H. While Parents may have different views about the causes or reasons for their child(ren)'s reluctance or refusal to have contact with the rejected Parent, each Parent agrees on the objectives defined above and desires also to each be part of the solution to meet those objectives.

AGREEMENT

NOW, THEREFORE, in recognition of the foregoing, and in consideration of the mutual covenants and agreements contained herein, Parents and each of them agree to engage the services of Therapist to provide COT pursuant to the terms of this Agreement, and Therapist agrees to provide COT pursuant to the terms of this Agreement as follows:

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1. The Cot Process; Parties' Roles and Duties; Duration.

1.1. Scope of Therapist's Role and Discretion.

- 1.1.1.** The COT services which Therapist may provide pursuant to this Agreement may include reunification therapy, reintegration, therapy, therapeutic mediation, co-parent counseling, and therapeutic supervised visitation. Therapist's role shall be to provide and facilitate the COT.
- 1.1.2.** Therapist shall not be responsible for custody assessment, arbitration, parenting coordination, or litigation consultation.
- 1.1.3.** Therapist shall not make decisions regarding the child(ren)'s parenting time with each Parent (access) or legal decision-making (custody). However, Therapist may make recommendations intended to benefit 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, all consistent with the existing court-ordered Parenting Plan.
- 1.1.4.** 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 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 if deemed appropriate. Any opinions or recommendations reported will be limited in scope to matters for which the therapist has obtained sufficient information.
- 1.1.5.** Therapist 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. To this end, the Parents will sign all consent forms permitting Therapist to exchange information with the relevant professionals.
- 1.1.6.** Therapist may make recommendations for the involvement of additional professionals (e.g., individual therapist for Parent or child, education

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specialist, coach for Parent education, co-parent counseling, supervised visitation, etc.).

- 1.1.7. The therapist may make recommendations for the termination of therapists who may be currently involved.
- 1.1.8. Reasonable steps are taken to minimize the distress associated with the COT process. Nevertheless, although most cases can be resolved without judicial intervention, Therapist must presume there will be a trial and must conduct herself accordingly. In order to perform the COT function, Therapist must be an examiner. This means information Parents provide will be questioned and, at times, Parents may feel as though they are being interrogated rather than interviewed.
- 1.1.9. Documents Parents wish for Therapist to consider must be delivered in a manner which ensures their secure transfer into Therapist's custody.
- 1.1.10. 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. Parents' execution of this Agreement shall constitute an authorization to release requested items to those lawfully entitled to receive them.
- 1.1.11. There may be instances in which Therapist will be asked to review information 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 judgment, be inappropriate to contact. Therapist is the final arbiter in such situations.

1.2. Parents' Responsibilities.

- 1.2.1. Parents shall contact Therapist within seven (7) days of the date of this Agreement to provide consent to proceed the intake and consent process. Parents agree to complete and return any forms or questionnaires required within seven (7) days of receipt from Therapist's office. 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.
- 1.2.2. The COT 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 Therapist. Therefore, Parents agree to the involvement of the entire family, in various

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combinations, as directed by Therapist and shall facilitate such involvement to the extent possible.

- 1.2.3.** All visits to Therapist's office must be scheduled by Parents in advance. Parents shall not make unannounced visits to Therapist's office.
- 1.2.4.** The Parents shall provide all records, documentation, and information requested by the therapist as soon as possible upon request.
- 1.2.5.** With respect to any documents or information provided by a Parent to Therapist, Parent shall advise Therapist of the existence of any confidentiality issues or concerns. Parents shall only deliver materials to Therapist which they have the authority to disclose.
- 1.2.6.** Parents agree to fully cooperate, support, and wholeheartedly participate in the COT process. This includes, but is not limited to: (1) paying for services in a timely manner pursuant to Section 3 of this Agreement; (2) ensuring the child(ren) are transported to and from scheduled therapy appointments in a timely manner; (3) exercising Parental authority to require the child(ren) to attend and cooperate with the therapy; and (4) providing all documents and information requested by Therapist.
- 1.2.7.** 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).
- 1.2.8.** 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. Therapist 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 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.
- 1.2.9.** Parents will overtly support the COT and Therapist to the child(ren). This includes respecting the child(ren)'s right not to discuss the therapy with

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their Parents and not asking the child(ren) for information about their sessions.

- 1.2.10. 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 currently scheduled extracurricular activities; however, this may not always be possible.
- 1.2.11. Given the risks of information being taken out of context or being incomplete, Parents agree they and their lawyers will not restate, summarize, or paraphrase in court documents any feedback or statements provided by Therapist during therapy. If necessary, a report may be requested permitting Therapist to communicate about the therapy to the court as per this Agreement and relevant court order.
- 1.2.12. There shall be no recording of therapy in any manner, unless agreed upon in writing with Therapist. Unauthorized recording of any kind will be sufficient basis for termination of treatment and cause for damages. Further, unauthorized recording of any kind during any session will be reported to the court.

1.3. **Duration of Services.** Therapy shall continue for at least three (3) months from date of commencement unless (a) Therapist determines early termination is in the best interest of the child(ren), (b) Therapist determines that either Parent has failed or refused to participate and/or violated the terms of this agreement, whether by failing to attend or failing to participate in good faith, through the scheduled conclusion of COT, or (c) Therapist determines that she is unable to provide the COT services. In the event of early termination of COT, Therapist shall give notice of termination of COT to Parent(s), the court, and counsel by submitting a Status Report which shall identify the cause for premature termination of COT.

2. **Communications; Confidentiality.**

2.1. **Information Disclosed During COT Sessions.** Parent(s) acknowledge and agree that because the COT is Court-ordered, certain confidentiality and privileges which might otherwise exist between provider and patient cannot be maintained and are therefore waived as set forth herein. Parents further acknowledge and agree that authority to approve or deny the release of

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information, documents, and material related to the COT rests with the court. All provisions relating thereto are subject to this provision.

- 2.1.1.** While Therapist is bound to maintain confidentiality and not disclose information to anyone who is not involved in the COT or the proceedings pursuant to which COT has been ordered by the court, the Parent(s) acknowledge and agree that Therapist may share information which Parent(s) deem confidential, sensitive, private, or embarrassing with the court and the other relevant parties and/or professionals (e.g., custody evaluator/assessors, Parent's or child's therapists, teachers, Parenting coordinators, Guardians ad Litem, the Parents' respective legal counsel, law enforcement, child protective services, etc.).
- 2.1.1.1.** Parent(s) understand, acknowledge, and agree that Therapist is required to report to the appropriate child protection service or agency if she has a reasonable suspicion a child is being or may be physically, sexually, or emotionally abused or neglected. In addition, therapist is obliged to notify the proper authorities if she has a reasonable suspicion that a Parent or child may harm themselves or another person.
- 2.1.2.** Statements made by child(ren) may have to be cited in an advisory report and it is, therefore, important that Parents not mislead their child(ren). Parents shall not advise child(ren) that what is said during COT is confidential.
- 2.1.3.** At Therapist's discretion, Therapist may 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 Therapist.
- 2.1.4.** Therapist shall be free to disclose all information, documentation, and correspondence generated by the process with legal counsel for each Parent and with the court, and may speak with the Parents' respective legal counsel ex parte.
- 2.1.5.** Subject to Section 2.2 herein, Parent(s) consent to the Therapist's receipt of any relevant information, whether or not confidential or inherently sensitive, from the court, either Parent, and their respective legal counsel, and any court-appointed professional (e.g., court-appointed visitor, guardian ad litem, court-appointed physician, etc.). Parents further

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consent to Therapist's transmittal of relevant information, whether or not confidential or inherently sensitive, received from any sources, verbally or in a report to the court, counsel, and the other Parent.

- 2.1.6.** 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. A subpoena signed by the presiding Judge may be requested by the Therapist prior to the release of any contents of the file.
- 2.1.7.** In the event that a Parent wishes to have individuals write to Therapist on their behalf, such individuals must include in their correspondence the following statement: "I understand the information I have provided is not confidential." The statement must be signed by the writer and sent in email form from the email address of the writer.
- 2.1.7.1.** Any such correspondence received by Therapist may be reproduced by Therapist and furnished to the attorneys for the parties, the attorney for the child(ren), and the court.
- 2.1.7.2.** It is each Parents' responsibility to explain to anyone from whom Parents solicit a statement that the information contained may be revealed to any of the individuals involved in the court of COT and may be quoted in Therapists' reports.
- 2.2.** **Non-Applicability of HIPAA.** While Therapist offers therapeutic services in her practice that may typically fall within the requirements of HIPAA, Parent(s) acknowledge and agree that the COT being performed under this Agreement has been ordered by the Court. Consequently, services do not constitute Protected Health Information (PHI) and are not covered by the privacy and non-disclosure provision of HIPAA. All information related to the COT is subject to disclosure as described herein.
- 2.2.1.** Parent(s) acknowledge and agree that they may be required to execute a HIPAA waiver (*i.e.*, "Authorization for Release of Confidential Information") in connection with this Agreement and the COT and that doing so shall not constitute a representation or admission by Therapist

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that the services provided pursuant to this Agreement and/or the court's order are subject to the requirements of HIPAA.

2.2.2. Upon receipt of a lawful request by Parent(s) and with consent of the court, Therapist's office shall provide a receipt of service to Parent(s) for insurance purposes.

2.3. Electronic and Remote Provision of Services.

2.3.1. Scheduling, coordinating, and other administrative or clerical functions related to the COT may be done by email or telephone.

2.3.2. Should Parents need to contact Therapist's office between sessions for administrative purposes (e.g., scheduling, directions, payment, etc.) or other simple inquiries, they may call Therapist's office. Therapist and/or her staff may not be able to immediately answer or respond to Parents' phone call/voicemail. Therapist and/or staff will make reasonable efforts to respond to Parents' voicemails within 2 business days or else as soon as is reasonably possible.

2.3.3. Parents acknowledge that text messages, emails, and voicemails are not secure or confidential forms of communication and are not encrypted and may be seen by persons other than Therapist (e.g., administrative, clerical, I.T. personnel, etc.). No confidential or sensitive information should be included in Parents' electronic communications to Therapist.

2.3.4. Parents acknowledge that third parties may be able to access information, sensitive or otherwise, communicated electronically between Parents and Therapist in Parents' home or workplace. Parents shall take reasonable precautions to secure Parents' own electronic devices which they choose to use in communication with Therapist (phones, iPads, computers, etc.). Any communications sent by Therapist are intended for Parents and not for others, unless otherwise stated.

2.3.5. Therapist may, when deemed appropriate or necessary, provide COT services remotely (e.g., via Zoom, Skype, etc.) or by telephone with Parents' informed consent. Parents acknowledge and agree that the risks of participating in COT remotely or by telephone may include device malfunction and misunderstandings due to lack of visual clues; benefits may include appropriateness, avoiding the need to travel, taking less time

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off work, services continuing while the Therapist is away, convenience, and comfort.

2.3.5.1. 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.

2.3.6. Parents should not contact Therapist between sessions to receive therapeutic or counseling services, or to discuss substantive topics intended to be addressed during COT. Therapist is not an emergency medical provider and Parents should call 911 in the event of an emergency or visit the nearest hospital emergency room.

3. Fees.

- 3.1.** 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.
- 3.2.** The hourly rate for services is \$185.00 per hour. The fees shall be shared equally unless otherwise agreed upon by the Parents or ordered by the court at the time this Agreement is executed. Hourly rates for service are subject to change at the therapists discretion.
- 3.3.** Each Parent will provide either an initial retainer of two (2) hours of services (\$370.00) or will provide authorization to keep a credit card on file to be charged at the time of service and/or at a time determined by therapist. At all times each Parent shall maintain a retainer of at least \$185.00 (one hour) in the account of Therapist if a credit card authorization is not kept on file for processing payment. Therapist shall advise in advance when/if a further retainer is required.
- 3.4.** A credit card will be kept on file in the event the retainer amount is insufficient to cover COT fees. A monthly statement of account will be provided to the

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Parents, upon request. If the above terms are not satisfied, Therapist may choose to postpone and/or terminate all services if or until the retainer terms and unpaid balances are satisfied. Nonpayment of fees shall be grounds for the resignation of Therapist.

- 3.5. Appointments cancelled without at least 48 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.
- 3.6. 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 or credit card authorization on file with the therapist at an hourly rate identified in paragraph 50 above, or otherwise as ordered by the court. Should submission of a report be ordered directly by the court, parties will be responsible for payment as indicated in the relevant court order.
- 3.7. The Parents agree all testimony or appearance at court of any kind provided by Therapist 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. Cancellation of services must be done two (2) business days in advance of the scheduled appearance to avoid the \$500.00 minimum half-day rate. Any court-related fees (i.e., preparation time, attendance, and travel) shall be provided in advance by retainer by the Parent requesting Therapist's attendance and/or participation as described. Unused retainer funds will be returned to the retaining party's attorney.

4. Risks and Limitations.

- 4.1. Informed consent requires disclosure of potential risks and limitations. By signing this Agreement, the Parents acknowledge Therapist cannot guarantee physical safety during COT. The Parents further acknowledge 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

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Parents acknowledge they may not be fully satisfied with the outcome of the services provided.

4.2. Though it is more likely than not testimony offered by Therapist will explain and be supportive of the contents of Therapist's report, no assurances can be offered this will be the case. A cross-examining attorney may bring to Therapist's attention information of which Therapist was unaware (either because it was not brought to Therapist's attention during the course of COT or because it pertains to events occurring subsequent to the issuance of Therapist's report or termination of the services described herein). The attorney may ask how the new information might affect my professional opinion of Parents and/or Parents' spouses or partner. Therapist will, of course, respond honestly. Parents understand and acknowledge that Therapist is not an advocate for the person who seeks Therapist's testimony and Therapist is obligated to offer any/all pertinent information which may be of assistance to the trier of fact. Therapist must, for example, provide information concerning parenting deficiencies and parenting strengths of Parents and/or Parents' spouse or partner.

5. **Defense; Indemnity; Hold Harmless.** In the event that any party should bring a claim against Therapist which arises from any action or statement undertaken by a Parent or family member of a Parent during the course of COT, such Parent shall fully defend, indemnify, and hold Therapist harmless against such claim and further shall reimburse Therapist for any costs, damages, settlements, or payments made on account of such claim.

6. **Miscellaneous.**

6.1. **Construction.** The following rules of construction shall apply to this Agreement:

- a. The recitals and exhibits to this Agreement are incorporated herein.
- b. This Agreement shall be deemed drafted equally by both Parties. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any Party shall not apply.
- c. The headings in this Agreement shall not affect construction or interpretation.
- d. Unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) "and" and "or" are each used both conjunctively and disjunctively; (c) "any," "all," "each," or "every"

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means “any and all,” and “each and every”; (d) “includes” and “including” are each “without limitation”; (e) “herein,” “hereof,” “hereunder” and other similar compounds of the word “here” refer to the entire Agreement and not to any particular paragraph or section; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

- e. Unless the context clearly indicates to the contrary, any reference herein to any specific Section of this Agreement shall be deemed to include that Section’s subsections and subparts.

6.2. Binding Effect. The provisions of this Agreement shall be binding upon the Parties and their respective successors and assigns to the extent permitted by law.

6.3. Attorneys’ Fees and Costs. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the other party any of their fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, attorneys’ fees.

6.4. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Idaho. The parties acknowledge that by their respective negotiation, execution, and delivery of this Agreement they have transacted business in and availed themselves of the laws of the State of Idaho, and voluntarily submit and waive any defense to the jurisdiction of courts located in the State of Idaho as to all matters arising out of or related to this Agreement. The state and federal courts located in the State of Idaho shall

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have sole and exclusive jurisdiction of any and all claims, disputes, and controversies arising out of or related to this Agreement.

- 6.5. Forum and Venue.** All suits arising out of or related to this Agreement shall be filed in the courts of Ada County, Idaho.
- 6.6. Amendments/Modifications.** This Agreement may not be amended, modified, altered, changed, rescinded, cancelled, terminated, or supplemented in any manner except by agreement in writing signed by all Parties to this Agreement.
- 6.7. Severability.** If any provision of this Agreement is deemed invalid, illegal void, or otherwise unenforceable by a court of competent jurisdiction, such provisions shall be enforced as nearly as possible in accordance with the stated intention of the Parties and the remaining provisions shall survive and continue in full force and effect without being impaired or invalidated in any way.
- 6.8. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same document.
- 6.9. Entire Agreement.** This Agreement, in conjunction with the Loan Documents, constitutes the entire agreement between the Parties concerning the subject matter set forth herein, and may be amended only by means of a writing signed by the Party sought to be charged with the amendment.

7. Informed Consent.

- 7.1.** Each Parent hereby agrees, acknowledges, and represents:
- a. That they have had an unfettered opportunity to read, analyze, and review this agreement for themselves and with independent legal counsel of their choosing prior to executing this Agreement, and to seek clarifying information from Therapist.
 - b. That having thoroughly reviewed this Agreement as described in the foregoing paragraph, they enter into this Agreement voluntarily and with an understanding of their rights and obligations hereunder, and the nature and consequences of this Agreement.
 - c. That they are not under any undue influence or duress.
 - d. That they have been informed of the nature of COT and the services to be provided by Therapist under this Agreement.

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- e. That they understand what is expected of them under this Agreement and the relative risks of the information which is transmitted during COT being used in court or this legal matter.
- f. That they understand that as described herein, complete confidentiality cannot be maintained by Therapist and that all information and communication provided by Parent to Therapist is not confidential and may be used in court or otherwise disclosed if required.

7.2. Each Parent hereby agrees and consents:

- a. To engage and continue in the COT process in good faith as described herein.
- b. To fully and actively participate in COT and compel other family members to do so to the extent possible.
- c. To the disclosure of information to Therapist and by Therapist as described herein at Section 1.3.
- d. To the fee structure, payment obligations, and cancellation policy described herein at Section 3.

7.3. The provisions of this Section 7 shall be intended to summarize and recite portions of this Agreement. The omission of a reference to a previously-stated term in this Section shall not be construed to remove the term from this Agreement exempt the Parents' agreement to such terms. Accordingly, Parents hereby affirm their understanding, acknowledgement, acceptance, and agreement to all terms of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year set forth below.

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THERAPIST

PARENTS

By: _____
Jennifer M. Ritter, LCPC, CCTP
Dated Executed: _____

Printed Name: _____
Dated Executed: _____

Witness

Printed Name: _____
Dated Executed: _____

Printed Name: _____
Dated Executed: _____

Witness

Printed Name: _____
Dated Executed: _____

Credit Card Authorization Form

| Credit Card Information* | |
|-------------------------------------|---|
| Card Type: | <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX |
| Cardholder Name (as shown on card): | |
| Billing Address | Postal Code: |
| Card Number: | |
| Expiration Date (mm/yy): | Security Code: |

Court Ordered Therapy is billed at an hourly rate of \$185.00. A retainer on \$500.00 is due in order to begin services. A balance of \$185.00, equal in amount to a one-hour session, must be kept in order to continue booking sessions.

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 and/or testifying in court are billed by a minimum half-day rate of \$500.00. Any court-related fees (i.e., preparation time, attendance, and travel) shall be secured in advance by the submission of this Credit Card Authorization Form by the parent or party requesting Jennifer M Ritter's attendance and/or participation as described. Cancellation of services must be done two (2) business days in advance of scheduled appearance by contacting our office in writing.

| <i>For office use only</i> | |
|----------------------------|----------------------|
| Plaintiff: _____ | v. Respondent: _____ |
| Date: _____ | Time: _____ |
| Location: _____ | |

I, _____, authorize **Jennifer M. Ritter, LLC** to charge my credit card above for agreed upon therapeutic services detailed in the agreement forms completed at intake. I understand that my information will be saved to file for future transactions on my account.

Signature: _____ Date: _____

ARE YOU READY FOR REINTEGRATION?

It is important to remember Parent/Child reintegration requires hard work and perseverance. Donald Topor, LCSW, writing for divorceinteractive.com offers,

“The complexity, intense feelings, and what’s at stake can lead to significant emotional upset as the process unfolds. Reintegration, if done ethically and safely, with the best interests of the child in mind, can yield positive results, a better adjusted child and the ability for the child to have the gift of two parents (with all of their strengths and weaknesses) to learn from and love.”

Answer the following questions as honestly as you can in assessing your level of preparedness for the journey ahead using a scale from 1 to 5 with 5 being you are certain you possess the skill, 3 being you are developing the skill, and 1 being you do not have the skill.

| | |
|---|--|
| I have the patience to start slowly and build increased parenting time as my child is able. | |
| I can commit to consistency in parenting time. | |
| I will not abandon my parenting time plan at the first sign it isn’t working. | |
| I can protect my child from conflict between myself and the other parent. | |
| I will not ask my child to take sides. | |
| Where applicable, I am prepared to explain my absence to my child and their other parent without blaming. | |
| I am willing to participate in counseling either individually or with my child to facilitate reintegration. | |
| I have remedied past unsafe behaviors. | |
| I can set aside my personal feelings for my child’s other parent. | |
| I am able to moderate my feelings and remain calm despite strong feelings going on inside of me. | |

Authorization for Release of Confidential Information

RE: Client Name: _____ Date of Birth: _____
 Child Name (If Applicable) _____ Date of Birth: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____ Phone: _____

| | |
|------------------------------------|--|
| Information to be released: | <ul style="list-style-type: none"> • All Mental Health Records • Mental health record summary • Intake/Assessment • Treatment plan • Therapy notes • Verbal/email exchange • Other: _____ |
| Reason for release of information: | <ul style="list-style-type: none"> • Ongoing Treatment • Coordination of care • Legal issues • Court ordered therapy • Other: _____ |
| Information TO: ____ FROM: ____ | Jennifer M. Ritter, LCPC, CCTP Licensed Clinical Professional Counselor Certified Clinical Trauma Professional 223 N. 6th Street, Suite 317 Boise, Idaho 83702 (208) 602-5850 |
| Information TO: ____ FROM: ____ | Person/Clinic/Organization: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ Email: _____ |

1. I understand that this document authorizes the release of confidential information by the client or the client's legal guardian only. Records requested by attorneys or other parties must be court ordered.
2. I understand, unless withdrawn, this authorization will expire 180 days from the date of signature. A photocopy of this form will be considered as valid as the original.
3. I understand I may revoke this authorization at any time by written notice to the address indicated above, and this authorization will cease to be effective on the date notified except to the extent action has been taken in reliance upon it.
4. I understand information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer be protected by Federal privacy regulations. However, other state or Federal law may prohibit recipients from disclosing specially protected information, such as substance abuse treatment information and mental health information.
5. I understand my refusal to sign this Authorization will not jeopardize my right to obtain present or future treatment for psychiatric disabilities except where disclosure of the information is necessary for treatment.
6. I understand I waive my rights to privilege under Idaho Rules of Evidence Rule 507 related to mediation communications and the mediation process.
7. I understand my treatment will not be conditioned on whether I sign this Authorization. However, if I do not sign this Authorization, I understand aspects of my treatment may be affected. How treatment may be affected will be further discussed with the treating therapist.
8. I understand I can request a copy of this Authorization after I sign it.
9. I hereby release all parties stated herewith from any liability resulting from release of this information.

By signing below, I acknowledge that I have read and understand this Authorization.

Client Signature: _____ Date: _____
 Parent/Guardian Signature (If Child is a Minor): _____ Date: _____

Therapy Intake Form

PERSONAL & FAMILY INFORMATION

Person completing form/being interviewed: ___ Father ___ Mother ___ Guardian ___ Other

Name: _____ DOB: _____

Religious/Spiritual Beliefs: _____

Name of other party: _____

Relationship with child(ren)'s parent or guardian:

- Married
- Divorced Date: _____
- Separated Date: _____
- Guardian
- Relative
- Never Married
- No Relation

If child(ren)'s parent/guardian had a prior relationship, how long did it last? _____

Did the child(ren) experience both parents together as a child? _____

How do you think the child(ren) would describe the relationship between parents, or parent and guardian?

Is there contact between custodial parent and non-custodial parent: _____

Describe relationship as of today? _____

Is there a Step-Parent or Significant Other living in the home? ___ Yes | ___ No

Name _____ Phone _____

Does the Step-Parent or Significant other have a relationship with the child? ___ Yes | ___ No

Step/Half siblings living in the home? ___ Yes | ___ No

Step/Half siblings:

| NAME | M F O | DOB | AGE |
|------|-----------|-----|-----|
| | | | |
| | | | |
| | | | |

COURT INFORMATION

Judge: _____

Representation? ___ Yes | ___ No

Attorney Name: _____ Location: _____

Child(ren) listed on court order for visitation:

| NAME | M F O | DOB | AGE |
|------|-----------|-----|-----|
| | | | |
| | | | |
| | | | |
| | | | |

LEGAL INFORMATION

1. Estimate number of times you have been to court concerning visitation disagreements: _____

2. Order preventing direct contact between parties? ___ Yes | ___ No

Supplied copy? ___ Yes | ___ No

Case Number: _____

3. How many times have the police been contacted to enforce the restraining order? _____

Reason? _____

4. Ever been convicted of a felony?

Yourself: ___ Yes | ___ No Other party: ___ Yes | ___ No

Reason? _____

5. Even been convicted of a misdemeanor?

Yourself: ___ Yes | ___ No Other party: ___ Yes | ___ No

Reason? _____

6. Is there any history of abuse by the other party toward you? ___ Yes | ___ No

Explain: _____

7. Is there any history of abuse by you toward the other party? ___ Yes | ___ No

Explain: _____

8. Have any charges of abuse been filed by either party? ___ Yes | ___ No

Explain: _____

9. Abuse witnessed by child(ren)? Yes | No

10. If yes, which child and what did they experience? _____

11. Has Child Protective Services ever been involved with you or your family? Yes | No

Reason? _____

HEALTH INFORMATION

1. Do you personally have any medical condition(s)? Yes | No

Condition(s): _____

i. Have you been prescribed medication for your condition(s)? Yes | No

Prescribing Physician: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

2. Any medical condition(s)/need(s) of child(ren)? Yes | No

Condition(s): _____

i. Have medication(s) been prescribed for medical condition(s)? Yes | No

Child: _____ Prescribing Physician: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

Child: _____ Prescribing Physician: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

Child: _____ Prescribing Physician: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

Medication: _____ Dose: _____ Frequency: _____

3. Is your child(ren) seeing a counselor/therapist? Yes | No

Name: _____ Phone: _____ Frequency: _____

Diagnosis: _____

4. History of alcohol use/abuse:

Yourself: Yes | No Other party: Yes | No

Treatment History (if any): _____

5. History of non-prescription drug use/abuse:
Yourself: ___ Yes | ___ No Other party: ___ Yes | ___ No
Treatment History (if any): _____

6. History of prescription drug use/abuse:
Yourself: ___ Yes | ___ No Other party: ___ Yes | ___ No
Treatment History (if any): _____

CUSTODY AND VISITATION

1. Who presently has legal custody of the child(ren)? _____

2. Who presently has physical custody of the child(ren)? _____

3. Is there a different arrangement for child(ren) not listed in the order for visitation? _____

4. When was the last time you had contact with child(ren)? _____

5. Describe the relationship to the child(ren) prior to the order of visitation? _____

6. What is the reason you understand for being here now for therapeutic supervised visitation and/or therapy? _____

7. What do you anticipate the child(ren)'s response to be when we begin visits? _____

8. What can I do to help you or your child(ren) to make the experience more comfortable? _____

9. If you are the visiting parent, what do you feel is most important for you to discuss with your child(ren) during these visits? _____

10. Is there anything else you would like me to know that we have not already addressed? _____

Parent/Guardian Signature: _____ Date: _____

Parent Contact Form

Case Number: _____

Parties: _____

v.

Name of parent present for intake: _____

Parent present is: ___ Custodial ___ Non-Custodial

Child(ren) involved in therapy:

| NAME | M F O | DOB | AGE |
|------|-----------|-----|-----|
| | | | |
| | | | |
| | | | |
| | | | |

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone Number: _____ Voicemail accepted: ___ Yes | ___ No

Home Phone Number: _____ Voicemail accepted: ___ Yes | ___ No

Work Phone Number: _____ Voicemail accepted: ___ Yes | ___ No

Occupation: _____

Employer: _____

Parent Email Address: _____

Parent/Guardian Signature: _____ Date: _____