

Centers for Family Change: SERVICES AGREEMENT

This agreement contains important information about the **Centers for Family Change's** professional services and business policies. Listed below are the key areas covered in this agreement. This agreement also summarizes information about the Health Insurance Portability and Accountability Act (HIPAA). More detailed information about HIPAA is included in our **Notice of Privacy Practices**. Although these documents are long, and at times complex, it is important that you read them carefully.

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Please keep in mind that the law requires that we obtain your signature acknowledging that we have provided you with a **Notice of Privacy Practices** which details the use and disclosure of PHI (Protected Health Information - information in your treatment record that could identify you) for treatment, payment and healthcare operations. We also request that you read and sign the **Services Agreement** prior to starting therapy. By signing this document you are agreeing to pursue services from the **Centers for Family Change** and to adhere to our policies (as described in the Service Agreement).

You may revoke this Agreement in writing at any time. That revocation will be binding on your therapist and the **Centers for Family Change** unless: actions have been taken in reliance on it; if there are obligations imposed on Centers for Family Change by your health insurer in order to process or substantiate claims made under your policy; and/or you have not satisfied any financial obligations you have incurred. Revocation will result in your therapist ending your therapy with the **Centers for Family Change** as we cannot provide you with services if you do not consent to our policies and procedures.

Appendixes to this agreement contain additional information about our services.

(Appendixes are attached). The Service Agreement, Appendixes, Notice of Privacy Practice and other information is available on our website at www.centersforfamilychange.com.

KEY POINTS ABOUT THE THERAPY PROCESS

1. Therapy is an interactive process

- You need to take an active role in the process
- You need to set goals and identify obstacles to goals
- You need to raise any questions you have with your therapist

2. Confidentiality and openness in therapy

- You need to be open and share all your concerns.

While therapy records are confidential, there are rare occasions when your therapist is legally bound to reveal confidential information (see section on limits of confidentiality).

3. Your relationship with your therapist

- A good relationship with your therapist is important
- Please raise any concerns you have with your therapist directly

If you want to talk to someone else about your therapy or want to change therapists

Please contact either: Peter Perrotta, Ph.D., at 630 586-0900 ext 10.

Katharine Grinnell-Noak, Psy.D., at 630 586-0900 ext 11.

Michael Losoff, Ph.D. at 630 586-0900 ext 19.

Dr. Perrotta manages the practice. Drs. Grinnell-Noak and Losoff are senior therapists.

4. Understanding your therapist's approach to/model of therapy

- There are many reputable therapeutic approaches and models.
- Experienced clinicians may approach the same problems in different ways.
- If you have any questions about your therapist's approach please raise these with your therapist. Your therapist will be able to explain why s/he is utilizing a given approach and how it can be helpful to you.

5. Informed Consent: The Benefits and Risks of Therapy

By signing this agreement you are consenting to participate in therapy, with its attendant risks and rewards. Research has consistently shown therapy to be helpful for a wide range of problems. However, it is important to note that there are no guarantees that therapy will be helpful for every one, or for all problems. It is also important to note that there are risks associated with therapy.

- Therapy may stir up painful memories and feelings.
- Therapy may require you to address uncomfortable issues and choices.
- Marital therapy may bring tensions and conflicts into the open.
- Family therapy may initially result in more arguments and conflicts.

Therefore, please keep in mind that therapy, while often helpful, is not without risk and discomfort. However, your therapist can help you with these issues. If you experience any of these problems please bring them up with your therapist.

6. Your Relationship with your therapist

Your relationship with the therapist is a professional and therapeutic relationship. In order to preserve this relationship, it is imperative that the therapist not have any other type of relationship with you. Personal and/or business relationships undermine the effectiveness of the therapeutic relationship. The therapist cares about helping you but is not in a position to be your friend or have a social or personal relationship with you.

- If you encounter your therapist in a public place or social situation your therapist will not greet you, but will respond to your greetings by saying hello.
- It is our policy to not discuss any therapeutic concerns in any settings outside our office. Therefore your therapist will not engage in any conversation with you other than to respond to your greeting and make a polite social comment appropriate to the setting, e.g., have a nice day.

7. Insuring a good fit between you and your therapist

Centers for Family Change therapists have a broad range of experience and expertise. However, there are areas or problems that fall outside our expertise. In addition, our philosophy and approach to therapy may not be the best fit for everyone. When you meet with your therapist it may turn out that you or your therapist may conclude that you are not well matched. Therefore, you may request another referral or your therapist may decide that s/he cannot effectively treat you and offer your referrals. Our goal is to help you find a therapist who is a good fit for you.

CONTACTING Your Centers for Family Change Therapist

The Centers for Family Change uses a voice mail paging system for all incoming calls. To reach all Centers for Family Change therapists call the practice's main number: **630 586-0900**. Please leave a message in **your therapist's voice mail box**.

Consent to contact you by phone and Mail

By signing this agreement **you are consenting** to allow the Centers for Family Change to contact you at home and at work, and send correspondence to your home. If you do not want to be contacted at home or work, or by mail you need to provide us with written notice specifying where & how you do not want to be contacted, and clearly indicating where & how we have your permission to contact you.

We will assume it is okay to call you by cell phone unless you let us know otherwise.

If you are not available when your therapist calls you at work your therapist will leave a message. identify themselves by name only (unless leaving a message on your confidential voice mail, or if instructed otherwise).

If you are not available when your therapist calls your home your therapist will leave a message and identify where s/he is calling from (if asked). If you do not want us to leave a message or identify ourselves **leave this instruction each time you call**.

In an Emergency

Please leave a message in your therapists' emergency voice mail box. **All true emergency messages should be returned within 30 minutes.** If you do not receive a return call within this time please call back. If you cannot wait for a return call or if, due to circumstance beyond our control (e.g., pager/voice mail malfunction), we do not receive your message, please contact your family physician or the nearest emergency room. If your therapist will be unavailable to return calls s/he will provide you with the name of a colleague at the Centers for Family Change to contact.

Specific Information about services and charges

a. Hourly rate

Our full fee is **\$150.00 an hour with a charge of \$175.00 for the first session.** We charge this rate for all services (with the exception of contracted discounted rates with certain insurances). Charges will be broken down into 15 minute intervals for periods of work of less than one hour

b. Insurance contracts and discounted fees

If the Centers for Family Change has a contract with your insurance company your fee is most likely discounted and we will bill at the contracted rate. You will be responsible for any deductibles, co-payments or coinsurance charges. You will be billed at the rate of \$150.00 per hour for any non-covered services.

c. Payment at time of service

Payment for services should be made at each session. Your therapist will review your insurance coverage with you. If you consent, we will bill your insurance. **You are responsible** for the charges you incur. If your insurance does not pay for provided services you will be responsible for paying for these services (excepting when an insurance contract prohibits such billing).

d. The therapy "hour" is 45 to 50 minutes

Therapy session will be 45 minutes in length. Your therapist will start to wrap up after 40 minutes to allow time to schedule the next appointment. If you arrive late please understand that we will still have to stop at the end of your allotted time.

e. Charges for Letters and Forms

We may, upon your request, complete forms or write letters (pertaining to your treatment). We request that these be done during your session. You will be charged \$150.00 an hour for letters or forms completed outside of the session, with time charges at 15 minute intervals.

f. Charges for after session phone calls

We understand that questions or problems arise between sessions, and consider it our responsibility to respond to these. However, if you make repeated calls to discuss concerns or problems your therapist will ask that you: schedule more frequent sessions to have time to address these problems, or pay for time allotted to respond to phone calls. Please note, these charges may not be covered by your insurance.

g. Checks returned for insufficient funds

There is a \$35.00 charge for any checks returned because of insufficient funds.

h. Charges for Rating Scales

Your therapist may recommend the use of rating scales or tests to assist in understanding your difficulties. These scales are increasingly expensive and often time consuming to score.

Therefore, the charges for rating scales are as follows

i. ADHD rating scales: \$10.00 per individual scale

ii. MMPI or MACI: \$50.00

iii. Other scales: \$5.00 - \$10.00 per scale

i. Charges for Failed appointments

You will be charged **150.00 for failed appointments** and appointments cancelled without a **full 24 hour notice**. This charge **cannot be billed** to your insurance. By signing our Financial Policy Form you have agreed to pay for any failed appointments.

j. Charges for Court time

The Centers for Family Change does not provide evaluations for custody, visitation or other forensic/legal matters. If your therapist is contacted by an attorney regarding your treatment (either at your behest or related to a legal matter you are involved in) please note the following:

- **Charges for court related services are not covered by insurance**
- **We charge \$250 per hour for court related services** (including talking with attorneys, preparing documents, depositions, and court appearances)
- **If our fee is not paid by the court or attorneys you will be charged for the time your therapist spent responding to legal matters.**
- **You will also be charged for any costs we incur responding to attorneys, including but not limited fees we our charged for legal consultation by our attorney.**

Insurance Reimbursement and Managed Care

If you are seeking reimbursement for services under your health insurance policy, you will be required to sign a consent, giving Centers for Family Change permission to bill your insurance and release what ever information your insurance company requires to process the claims we submit. At a minimum, they will require a clinical diagnosis (see Appendix A for more details on insurance reimbursement and managed care), and often they will require more information about your treatment.

1. Information released to your Managed Health Care Plan

“Managed Health Care” plans such as HMOs, POSs, and PPOs, typically require that they authorize mental health treatment (therapy) before providing reimbursement. They will require your clinical diagnosis, and often require additional clinical information such as treatment plans, updates on treatment progress, and even copies of your Clinical Record. To use your Managed Care Insurance you will have to sign a release giving your therapist permission to release this information to your Managed Care Company.

2. Managed Care Limits on Treatment

Managed Care Plans may limit your mental health coverage to time limited short-term treatment approaches. In addition, insurance plans may limit coverage to a certain dollar amounts or number of sessions per year, or have lifetime limits on coverage. Please check your insurance carefully so you are clear on the number of sessions/coverage available.

Please read Appendix A for more information on insurance billing & managed care.

3. Some Caveats about Using Your Insurance

When you use your insurance to cover therapy services your therapist has to diagnose you with a specific psychological/psychiatric problem/illness. This diagnosis will become part of your insurance record. Please note that the Centers for Family Change cannot guarantee confidentiality of information shared with insurance company. Also, please keep in mind that if you plan to apply for disability insurance, life insurance, or seek to become self-insured that this diagnosis may be considered when your application is being processed and may even result in your application being denied.

Please note: You have the right to decide to not use your insurance.

Questions about Billing

a. Talk with your therapist first

If you have concerns about your bill please raise these with your therapist first.

b. Contacting the billing office – at 630 586-9991.

For questions about insurance payments, or other billing matters contact our billing office. **Please do not leave messages with the billing office for your therapist.**

c. Keep us Updated about any Insurance Changes

It is your responsibility to update us about any changes in your insurance. If we are not notified of changes you will be billed at our full fee rate for any services not covered by insurance. If your insurance changes please bring us a copy of your new insurance card.

If you are in an HMO and change medical groups this may change your coverage for mental health services. Please be sure to check on this and update your therapist.

d. Bill Primary Insurance Only

While you may have coverage from more than one insurance we only bill your primary insurance. You are responsible for co-payments and coinsurance charges.

e. Collection Procedures

If your account is more than 60 days over due and arrangements for payment have not been made we reserve the right to use legal means to secure the payment (see Appendix A for details). You will be charged for any additional costs to collect on past due accounts.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a licensed therapist. In most situations, your therapist can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA and/or Illinois law. However, in the following situations, no authorization is required (see Appendix B for details):

1. Sharing information among Centers for Family Change staff

*Centers for Family Change is a group practice

*Therapists share clinical information as part of case consultation, coverage for vacation and illness, and quality assurance review.

*Administrative staff also have access to records for billing purposes.

*Information is not shared when contraindicated.

2. Court orders, Governmental Requirements and Legal Proceedings

3. Legally Mandated Instances for Breaking Confidentiality

- * Suspicion of child abuse.
- * Suspicion of elder abuse.
- * Imminent threat of harm to others.
- * Imminent danger/serious risk of harm to self.

PROFESSIONAL RECORDS

The Clinical Record includes information about your reasons for seeking therapy, a description of your problems, diagnosis, treatment goals, treatment progress, history (medical, social, and treatment), any records received from other providers, reports of any professional consultations, billing records, and any reports that have been sent to anyone, including your insurance carrier. Your therapist records a progress note for each visit which details the problems discussed in that session, treatment plans and goals, and any relevant information that would impact your therapy.

Under no circumstances will your therapist agree to omit information you have shared in therapy from your clinical record.

You have the right to review your record:

- You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because professional records can be misinterpreted and/or upsetting to untrained readers we recommend that you initially review them with your therapist, or have them forwarded to another mental health professional so you can discuss the contents.
- You will be charged a fee of \$1.00 a page for copying of your clinical record.
- We request you pay your bill in full prior to our releasing your records.

Co-joint treatment records and Consent to Release when Multiple Attendees

Therapy often involves the participation of more than one person even though only one person is identified as the client or patient. It is our policy that in these instances clinical records can only be released with the consent of all parties, as information about more than the patient has been documented as part of the treatment process (see Appendix C for more details).

In order to avoid misunderstandings your therapist will ask you and those family members (or others) attending your therapy sessions to sign the **Consent for Multiple Therapy Attendees Release of Information Form**, which explains how clinical information about your treatment cannot be released to another party without the consent of all of those who have attended sessions and participated in your therapy.

If you wish, at the end of treatment, you and those who have attended your therapy, may sign the **Consent to Allow Identified Patient to Release Record on His/Her Signature Alone Form**. This form gives us permission to release your record, on your signature alone, if you should make such a request in the future.

Records are the property of Centers

The records of all clients seen at the Centers for Family Change are the property of Centers for Family Change. If your therapist leaves the practice or becomes incapacitated or dies, all your records will remain in possession of Centers for Family Change. If Centers for Family Change ceases to exist as an independent practice your records will become the property of another licensed mental health professional, or practice.

Consent to Release Information to Other Professionals

Your therapist may request that you sign a release of information in order to coordinate care with other professionals who you are working with, such as a psychiatrist or physician. By signing a release you are giving the Centers for Family Change permission to talk to and release written information to another professional/agency/institution. These releases are voluntarily, but your therapist will request you sign them in order to coordinate care and help to improve the services you are receiving.

Use of Care Coordinators

While your therapist will usually be the person who contacts the provider(s) you have consented to release information to, there may be times where the Centers for Family Change will utilize another therapist to contact other providers. These Care Coordinators are utilized to help your therapist follow up with other providers when your therapist's schedule may limit his/her ability to make such contacts. All information obtained by Care Coordinators will be shared with your therapist, and will be treated as confidential (within the Centers for Family Change).

MINORS & PARENTS

Patients under 12 years of age and their parents should be aware that the law allows parents to examine their child's treatment records. Parents of children between 12 and 18 cannot examine their child's records unless the child consents and unless your therapist finds that there are no compelling reasons for denying the access. (see Appendix D for details on the issues of Parental Involvement, Notification & Consent).

In order to avoid misunderstandings your therapist will ask you and your adolescent to sign the **Adolescent Confidentiality form**, which explains how clinical information disclosed by adolescent clients in individual sessions, will be kept confidential.

Parental Involvement in their child's therapy:

Centers for Family Change therapists strongly recommend the involvement of both parents in the therapy process, even when parents are divorced.

Notification of and Consent to a child's therapy:

It is Centers for Family Changes policy that *both parents be notified* that their child is in therapy and *consent to therapy* for the child.

PATIENT RIGHTS:

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights are summarized in the Notice of Centers for Family Change's Policies and Practices to Protect the Privacy of Your Health Information. Please review this notice for a summary of your rights.

Appendixes to Service Agreement

Appendix A: Insurance Reimbursement and Managed Health Care

Using Your Managed Health Care Benefits

If you choose to utilize your Managed Health Care benefits you will have to sign a release of information form giving your therapist permission to release clinical information to your Managed Health Care Company. The Centers for Family Change will make every effort to release only the information about you that is necessary for the purpose requested. This information will become part of the insurance company/managed mental health company files and will probably be stored in a computer. Though all insurance companies state that they keep such information confidential, we have no control over what they do with it once it is in their hands. Your therapist will provide you with a copy of any report submitted to your Managed Health Care plan, if you request a copy of this report in writing.

Managed Care Limits on Treatment

Please keep in mind that insurance plans (particularly Managed Care plans) may limit your mental health coverage to time limited short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. They may also limit coverage to a certain dollar amount or number of sessions per year, or per lifetime. Regardless of what insurance you have you need to carefully check your benefits so you are clear on the number of sessions/coverage available and any procedures necessary for having this coverage authorized. Please keep in mind that certain services, such as educational testing, may not be covered by your insurance.

While much can be accomplished in short-term therapy, you may feel that you need more services than your insurance will cover (i.e., wish to continue therapy after insurance benefits end). If you are seeking more long term therapy or have concerns that require more extensive therapy we will need to make arrangements for payment once your insurance benefits are no longer available, or if your managed care insurance declines to coverage such treatment. A few managed care plans will not allow your therapist to provide services to you once your benefits end.

Remember, you always have the right to pay for therapy services yourself to avoid the problems described above.

Some caveats about using your insurance

When you use your insurance to cover therapy services your therapist has to have diagnosed you with a specific psychological/psychiatric problem/illness. This diagnosis will become part of your insurance record. Please note that the Centers for Family Change cannot guarantee confidentiality of information shared with insurance company. Also, please keep in mind that if you plan to apply for disability insurance, life insurance, or seek to become self-insured that this diagnosis may be considered when your application is being processed and may even result in your application being denied.

Benefits for Severe Mental Illness

Your insurance may pay a high rate if you are diagnosed with “a severe mental illness.” Please remember that your diagnosis will be determined by your therapist based on your therapist’s judgment of the nature of your problem. Therefore, you may or may not receive a diagnosis that is considered a severe mental illness. We cannot determine what your diagnosis will be prior to your starting treatment and we will in no way let issues of reimbursement influence our diagnosis.

Collection Procedures

We may use legal means, including hiring a collection agency or going through small claims court to collect outstanding balances. These actions will require the disclosure of otherwise confidential information. In most collection situations the only information released regarding a patient’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].

Appendix B: LIMITS ON CONFIDENTIALITY

1. Sharing information with Centers for Family Change staff

The Centers for Family Change is a group practice with multiple therapists and administrative staff. Protected information will be shared with these individuals for clinical and administrative purposes, such as scheduling, billing, consultation, vacation/illness coverage and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All administrative staff members have been given training about protecting your privacy and have agreed to not release any information outside of the practice without the permission of a professional staff member.

Centers for Family Change staff routinely consult with one another about our work in order to improve the quality of our clinical services. We also share clinical information for coverage during illnesses and vacations. The only times we will not share information with a specific CFFC therapist is when you specifically request this and this request is granted. Requests will be granted when you know a CFFC therapist outside of the work setting, a spouse or family member is being treated by a CFFC therapist and clinical practice dictates that the sharing of information might be problematic, or other specific circumstances agreed to by you and your therapist. For any such agreement to be valid the agreement must be noted in your clinical record.

2. Legal Mandates for Breaking Confidentiality

There are some situations in which therapists are legally obligated to take actions, which they believe are necessary to attempt to protect others from harm even though such actions may reveal some information about a patient's treatment. These situations include:

If the therapist has reasonable cause to believe that a child under 18, known to the therapist in the therapist's professional capacity, may be an abused child or a neglected child, the law requires that the therapist file a report with the local office of the Department of Children and Family Services. Once such a report is filed, the therapist may be required to provide additional information.

If the therapist has reason to believe that an adult over the age of 60 living in a domestic situation has been abused or neglected in the preceding 12 months, the law requires that the therapist file a report with the agency designated to receive such reports by the Department of Aging. Once such a report is filed, the therapist may be required to provide additional information.

If you have made a specific threat of violence against another or if your therapist believes that you present a clear, imminent risk of serious physical harm to another, the therapist may be required to disclose information in order to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking your hospitalization.

If the therapist believes that you present a clear, imminent risk of serious physical or mental injury or death to yourself, the therapist may be required to disclose information in order to take protective actions. These actions may include seeking your hospitalization or contacting family members or others who can assist in protecting you.

If such a situation arises, your therapist will make an effort to fully discuss it with you and will seek to limit disclosure to what is necessary.

3. Court orders and other exceptions

a. Court proceedings: If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the therapist-patient privilege law. We cannot disclose any information without 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 your therapist to disclose information.

b. Governmental requests. If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.

c. Workman's compensation claims. If you file a worker's compensation claim, and your therapist is rendering treatment or services in accordance with the provisions of Illinois Workers' Compensation law, we must, upon appropriate request, provide a copy of your record to your employer or his/her appropriate designee.

d. Lawsuits or complaints. If a patient files a complaint or lawsuit against their therapist, we may disclose relevant information regarding that patient in order to defend the therapist.

4. Additional Exceptions

Business Associates of Centers for Family Change

The Centers for Family Change has contracts with different business associates, e.g., computer consultants, accountants and attorneys. As required by HIPAA, Centers for Family Change has a formal business associate contract with these businesses in which they promise to maintain the confidentiality of any and all PHI data, except if specifically exempted from doing so by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.

Consultation with other professionals

Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, your therapist will make every effort to avoid revealing your identity. The other professionals are also legally bound to keep your clinical information confidential. If you do not object, your therapist will not tell you about these consultations unless s/he believes that it is important to your work together. All consultations will be noted in your Clinical Record.

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 your therapist is not an attorney.

Appendix C: Co-joint Treatment Records

Family and couples therapies are well-established models of treatment. Sessions in which family or couples therapy are provided are referred to as co-joint sessions. Because of the nature of insurance even when co-joint therapies are utilized only one person is identified as the client or patient. The clinical record is kept in this person's name and the record is focused on this individual's treatment. However, in these sessions sensitive information is often shared by persons other than the client. When such information is relevant to the treatment process it will be documented in the treatment record.

Appendix D: MINORS & PARENTS

Confidentiality of records for children 12 and older

Parents are entitled to information concerning their child's current physical and mental condition, diagnosis, treatment needs, services provided, and services needed. Since parental involvement is often crucial to successful treatment, the Centers for Family Change seeks to actively involve parents in the treatment process. When children are seen alone the content of these sessions (except for the information noted above) is kept confidential, between therapist and child (ages 12-18) unless the child consents to sharing of such information and/or if the therapist believes that the child is at imminent risk of harming themselves or others. In these instances parents will be notified of the therapist's concern. Any other communication will require the child's permission. Before giving parents any information, the therapist will attempt to discuss the matter with the child, and do his/her best to handle any objections the child may have.

Parental Involvement in their child's therapy:

The involvement of both parents in the therapy process is strongly recommended, even when parents are divorced. Obviously, there are exceptions to this which can be discussed with your therapist. While we recommend the involvement of both parents we are sensitive that parents may not want to meet with their former spouse. Thus, while recommending the involvement of both parents we are flexible in how we work with divorced families, sometimes meeting separately with each parent. It is also important to remember that for therapy to assist children it is very helpful if both parents support the therapy process. Thus, we will not provide therapy to a child if one parent opposes therapy.

Notification of and Consent to a child's therapy:

Your therapist will ask that both parents sign the Application form and consent to therapy for their child. We recognize that it may not always be possible to notify both parents, but when possible we request the consent and notification of both parents.

Thus, when one parent brings a child to therapy the therapist will request that the other parent be notified, consent to their child's treatment, and be invited to participate in the therapy process. If you wish, your therapist will contact your spouse or former spouse if this appears to be more appropriate. It is important to keep in mind that non-custodial parents have the same rights to therapy records as do custodial parents.