

# **LIVING BETTER INSTITUTE, INC.**

529 State Route 515 Suite 203A, Vernon, NJ 07462

www.sussextherapy.com

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LPC Lic# 37PC00417100

## **REUNIFICATION THERAPY RETAINER AGREEMENT**

I, \_\_\_\_\_, as the \_\_\_\_\_,  
(print name) (Mother/Father)

agree to retain **Charles Markham, LPC** (Licensed Professional Counselor), of Living Better Institute, Inc., located at 529 County Route 515, Suite 203A, Vernon, New Jersey 07462, License #37PC00417100, phone (973)670-7215, website <http://www.SussexTherapy.com>, and email [cwmarkishere@gmail.com](mailto:cwmarkishere@gmail.com),

**as a Reunification Therapist**, per the following court/consent order/agreement:

Docket No. \_\_\_\_\_ Date of Order \_\_\_\_\_

The parties are:

Mother: \_\_\_\_\_ cell # \_\_\_\_\_, e-mail \_\_\_\_\_

Father: \_\_\_\_\_ cell # \_\_\_\_\_, e-mail \_\_\_\_\_

Child(ren) (names and dates of birth)

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Other parties to be involved, if any, and their relationships to the child(ren), (e.g. child(ren)'s therapist, parties' significant others, child(ren)'s attorneys, etc.):

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

I understand that the other party also will be signing a Retainer Agreement with identical terms, and that the Agreement between the parties and the Reunification Therapist Charles Markham, LPC will not be effective until both signed Retainer Agreements and Initial Retainers are received.

### **Role of the Reunification Therapist**

*Reunification Therapy*, also known as *Reconciliation Therapy*, *Court-Ordered Family Therapy*, or *Therapeutic Monitoring*, is generally carried out in order to improve or reestablish a parent-child relationship. The focus is on facilitating the child's healthy adjustment to his/her relationship with a parent who may have been absent from his/her life for a period of time.

The Reunification Therapist will work with the child(ren) and with each of the parents, their significant others (if applicable), and (if applicable) the therapists for the child(ren). The Reunification Therapist helps the child work through his/her perceptions of family conflict. The Reunification Therapist helps each parent distinguish valid concerns from overly negative, critical, and generalized views relating to the other parent. The Reunification Therapist facilitates communication, parenting, cooperation, and positive mental health among members of the family.

### **Fee Agreement**

The parties agree to pay the Reunification Therapist, Charles Markham LPC, the sum of \$ \_\_\_\_\_ as an initial retainer.

Per the Court/Consent Order/Agreement, each party shall pay the following amount of the above-noted initial retainer: with the Mother paying \_\_\_\_\_% (\$ \_\_\_\_\_) and the Father paying \_\_\_\_\_% (\$ \_\_\_\_\_) of the initial retainer and each subsequent retainer deposit, and all fees incurred. If the Court/Consent Order/Agreement does not stipulate the allocation of retainer or fees, then the Mother and Father shall each be responsible for paying 50% of all retainers and fees.

The initial retainer (and additional retainer deposits, if any) will be used to pay for fees for Reunification Therapy services as follows:

- For time spent in meeting with the parties (together or individually), and/or the minor child(ren): \$150 per 45-minute session (with longer sessions pro-rated accordingly).

- For time spent in meeting or on the telephone with the parties, their attorneys, the relevant therapists, and/or collateral contacts, in connection with the above matter: \$150 per 45-minute session (with longer sessions pro-rated accordingly).
- For time spent reading documentation, e-mails, correspondence, preparing notes, recommendations or reports for the parties, the attorneys, and/or the Court: \$150 per hour, on a pro-rated basis.

When the retainer balance, after Reunification Therapy services fees incurred, is at or below \$450.00, the parties shall make an additional retainer deposit in the amount of \$\_\_\_\_\_ within fourteen (14) days. This additional retainer deposit shall be split between the parties in accordance with the above-noted percentage allocation between the parties.

If either party fails to make the additional retainer deposit, then Charles Markham, LPC may, at his sole discretion, suspend and/or terminate his role as Reunification Therapist and/or this Agreement, and may notify the attorneys and/or the court.

Upon the termination of this Agreement (by Charles Markham, LPC, or the Court, etc.), any remaining retainer balance will be distributed to the parties in accordance with the above-noted percentage allocation between the parties.

Charles Markham , LPC will provide the parties with regular statements regarding the retainer balance and fees.

Any scheduled appointment that is cancelled for any reason (other than by Charles Markham, LPC) will be billed at the full rate, unless notification is given to Charles Markham, LPC at least 24 hours prior to the scheduled appointment.

**\*\*\* Because Reunification Therapy sessions are forensic services and take place in a legal arena, under the scrutiny of a judge and/or the parties' attorneys, this process is NOT reimbursable via major medical insurance. These services are not medically necessary. Charles Markham, LPC will not distribute or file any statements or receipts that may be used for any party's major medical health insurance reimbursement. Also, HIPAA regulations do not apply, and the Reunification Therapist may communicate with the parties, court, and/or attorneys via phone, text, fax, or email.**

### **Meetings with the Reunification Therapist**

The Reunification Therapist may meet with the parties, the child(ren), and/or involved others, jointly or separately. The Reunification Therapist shall determine if a given appointment shall be joint or separate.

Each party shall contact the Reunification Therapist Charles Markham, LPC by telephone (973-670-7215) to schedule initial appointments. The Reunification Therapist shall then schedule further appointments.

It is understood that in the Reunification Therapy sessions with Charles Markham, LPC, the **traditional rules of confidentiality** that usually exists between a patient and a therapeutic counselor **do not apply**. Charles Markham, LPC will use his discretion in transmitting information between the parties, the child(ren), the court, the parties' attorneys, the relevant therapists, and/or others that are involved in this process.

### **Reports and Appearance in Court**

At the completion of sessions, and/or from time to time, the Reunification Therapist may submit written memoranda ("reports") to the parties, their attorneys, and/or the Court describing any issues, and/or the Reunification Therapist's recommended resolutions. The Reunification Therapist may also report to those same people the parental compliance with, and/or parental attitudes about, this process. Copies of all such reports shall also be sent to the parties and/or their attorneys.

The Reunification Therapist will not testify in any Court proceeding without a court order. If either party submits a motion or other petition to obtain such an order, then the parties shall submit copies of such motion papers and reply papers regarding such petition to the Reunification Therapist simultaneous with filing them with the Court.

If the Court does issue an order requiring the Reunification Therapist to testify, either in open court or in chambers, then the party who petitioned for such appearance shall be solely responsible for all retainers and fees incurred for the Reunification Therapist to testify, i.e.: Initial/Additional Retainers: \$2,000, billed at a rate of \$1,000 for half-day (finished at Court by 1 p.m.), or \$2,000 for full day (finished at Court by 5:00 p.m.), with said initial retainer being received within ten (10) days of the date of the Court Order, or ten (10) days prior to the Court appearance date, whichever is earliest.

### **Communication:**

If either party desires to submit written correspondence to the Reunification Therapist, then that correspondence should preferably be e-mailed or hand-delivered, and may be mailed. The party submitting such written correspondence should copy the other party, and deliver it to him/her via e-mail or mail, or via the parties' attorneys.

If the parties communicate in writing directly between themselves REGARDING THIS REUNIFICATION PROCESS, then the Reunification Therapist should be copied on that written communication.

### **Grievance Procedure**

If either party has a complaint or grievance, he/she shall discuss it with the Reunification Therapist in person and/or by phone in an attempt to resolve it before pursuing it in any other manner. If the issue remains unresolved, he/she shall submit a written letter to the Reunification Therapist detailing the complaint or grievance, with a copy to the other party and the attorneys.

The Reunification Therapist shall provide a written response to both parties and the attorneys within thirty (30) days. The Reunification Therapist may, at his discretion, schedule a meeting and/or conference call with the attorneys and/or parties in an effort to resolve the complaint. If the complaint is not resolved by this process, then the dissatisfied party may petition the Court to resolve the issue.

### **Documents Requested**

Each party is responsible to have his/her attorney send to the Reunification Therapist Charles Markham, LPC any documents that are deemed relevant to his services as Reunification Therapist, prior to the first scheduled session. These should include, but not be limited to, any of the following that are relevant to the issues regarding Reunification Therapy: court/consent orders/agreements, court filings/petitions, temporary or post-judgment parent plans, judgment of divorce, custody/ parenting time evaluations, and/or psychological/substance abuse evaluations.

Each party shall also provide a copy of this signed Agreement to his/her own attorney.

### **Consent**

My signature on this page indicates that I have read these provisions and agree to them.

Signature: \_\_\_\_\_

PRINTED: \_\_\_\_\_

Dated: \_\_\_\_\_