

REUNIFICATION THERAPY RETAINER AGREEMENT

I, _____, agree to retain
(print name)



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Director

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as a Reunification Therapist per the following court order or consent order:

Docket No. _____, Date of Order _____

The parties are:

Mother: _____ cell # _____, e-mail _____
Father: _____ cell # _____, e-mail _____

Child(ren) (names and dates of birth)

Other parties to be involved, and their relationships to the child(ren):

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 re-establish 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) and the parties. The reunification therapist helps the child work through the 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 Arrangements

The parties each agree to pay Dr. Silikovitz the sum of \$_____ as an initial retainer. Unless otherwise ordered by the Court or stipulated in the consent order, each party will be responsible for one-half (50%) of the retainer and all accrued fees. This retainer will be used to pay for fees for services that will be charged as follows:

-For time spent in meeting with the parties, either together or individually, or on the telephone with the parties, their attorneys or collateral contacts, in connection with the above matter, the charge will be \$200 per 45-minutes session. Longer sessions will be billed accordingly, on a prorated basis.

-For time spent in session with either party together with the minor child(ren) the charge will be \$200 per 45 minute session.

-For time spent in session with the minor child(ren), without the adults being present, the charge will be \$200 per 45-minute session.

-For time spent reading documentation, e-mails, correspondence, preparing notes, recommendations or reports for the parties, the attorneys, and/or the Court the charge will be \$200 per hour, on a prorated basis.

When the charges for a party are about to exceed the retainer, I agree to pay Dr. Silikovitz additional retainer payments, upon receipt of his invoice, in the amount of \$_____, to cover additional anticipated fees. I understand that a delay in this payment may result in Dr. Silikovitz temporarily suspending his participation as Reunification Therapist, and his immediately notifying the attorneys and/or the court, in order to resolve this issue.

If the total of all the charges at the time of the termination of services is *less* than the retainer amount, the remainder will be returned with a full accounting.

Dr. Silikovitz will keep the parties informed regarding charges and payments on a regular and timely basis.

Because the scheduled appointment time for a session is held exclusively for one person or task, each party understands that in the event that a scheduled appointment is cancelled, unless the Reunification Therapist is notified 24 hours prior to the scheduled appointment, he/she will be billed for that appointment.

Because reunification therapy sessions are forensic services and take place in a legal arena, under the scrutiny of the judge and/or the parties' attorneys, this process is NOT reimbursable via major medical insurance. These services are not medically necessary.

Dr. Silikovitz will not distribute or file any statements or receipts that may be used for any party's major medical health insurance reimbursement.

Meetings with the Reunification Therapist

The Reunification Therapist may meet with the parties, the child(ren) and significant others, jointly or separately. The Reunification Therapist shall determine if a given appointment shall be joint or separate. Each parent shall contact the Reunification Therapist by telephone (908-354-0733 or 973-736-2424) to schedule initial appointments. The Reunification Therapist shall then schedule further appointments, taking into account the parents' and the children's schedules.

It is understood that in the Reunification Therapy sessions with Dr. Silikovitz, the traditional rules of confidentiality that exists between a patient and a psychologist **do not** apply. Dr. Silikovitz will use his discretion in transmitting information between the child(ren) and the adults that are involved in this process.

Reports and Appearance in Court:

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

If either parent seeks the testimony of the Reunification Therapist on any matter, he or she must file a motion and show good cause in the motion. The Reunification Therapist shall be provided with a copy of the motion. The Reunification Therapist will not testify unless by court order. A retainer fee will be required in advance. The fee for testimony is \$1000 for half a day, or \$2000 for a full day.

Communication:

Copies of all written correspondence to the Reunification Therapist may be mailed, faxed, e-mailed, or hand-delivered to the other parent with a "cc:" noted on the correspondence unless otherwise directed by the Reunification Therapist. All written communications between the parties regarding this process, particularly e-mails, should be copied to the Reunification Therapist.

Grievance Procedure:

A party having a complaint or grievance shall discuss this matter with the Reunification Therapist in person in an attempt to resolve it before pursuing it in any other manner. If the issue remains unresolved, the parties shall submit a written letter to the Reunification Therapist detailing the complaint or grievance, with a copy to the other party, to both attorneys (if any), and to the attorney for the child (ren) if one is in place. The Reunification Therapist shall within thirty (30) days provide a written response to both parties and the attorneys. The Reunification Therapist at his/her discretion may schedule a meeting or conference call with the attorneys or with the attorneys and the parties in an effort to resolve the complaint. In situations where the grievance or complaint is not resolved by this process, the dissatisfied party may request a court hearing to make a determination on the issue(s).

Documents Requested

Each party is responsible to have his/her attorney send to Dr. Silikovitz any documents that are deemed relevant to his responsibilities as Reunification Therapist. These should include, but not be limited to, any judicial orders (or consent orders) that have been signed in connection with this case and that are relevant to the issues in dispute, any final judgment of divorce that may have been entered in this case, custody/ parenting time evaluations that may have been completed by an expert, pleadings relevant to Dr. Silikovitz' role as Reunification Therapist, and any written Post-Judgment Parenting Plans that may be in effect.

Consent

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

(Signed) _____

(Date) _____