



Family
Mediation
& Divorce
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REUNIFICATION THERAPY CONTRACT

Please initial on the lines in the right-hand margin to indicate you have read and understood the items in the preceding paragraph.

Name: _____ Date: _____

I have entered into an agreement with Timothy Kemery, LCSW to serve as my Reunification Therapist.

Initial _____

1. Family members (REFERRED TO AS PARENT/PARTIES) agree that it is in the best interests of client/S (MINOR CHILDREN) to achieve and maintain a meaningful relationship with both parents. The purpose of this agreement (contract) is to establish a plan (therapy process that assesses the causes of current dysfunction in the relationship and utilizes therapeutic interventions to facilitate growth and change in dynamics and hopefully results in the establishment of a more meaningful relationship). Each Party agrees to participate and cooperate in this process and support the process in an age-appropriate manner.

Initial _____

2. To meet the goals listed below the parents have agreed to engage the services of Timothy Kemery LCSW to work as a Coordinator/Therapist of therapeutic services for this plan. Other Mental Health Professionals may also be engaged in this process providing specialized services to family members such as individual therapy designed to foster healthy childhood

development and specialized therapy for one party to support any needed behavioral changes required to maximize a positive outcome and resolution therapy work with the family unit or the relationship/s within the unit.

Initial _____

3. Goals of treatment/intervention are:

- To foster healthy child adjustment
- To foster implementation of court ordered program of treatment
- To restore adequate parent functioning, parenting and roles within and considering the current domestic abuse order.
- To restore and facilitate contact between parties
- To work with each parent and their child toward the goal of identifying and separating the child's needs and views from each parent's needs and views
- To assist the parents to fully understand the needs of each child and the negative repercussions or the child of a severed and or compromised relationship with a parent in their young lives and as adults.
- To work with each family member to help form more appropriate parent-parent relationship and parent-child roles and boundaries within the current limits of the domestic abuse order.
- To correct the child's distortions from the past and replace them with realistic perception to reflect the child's actual experience with both parents today. In cases where harm has been done, resolution by recognition and amends will be undertaken and rebuilding of trust will take place within the treatment process.
- To assist the parent in understanding the results of the emotional development of the child during prolonged absences or limitations of child contact, the impact of resist and refuse dynamics (familiarize the parents with the change in views and beliefs and newly generated conflicts that may exist within the child that may impede the acquisition of a newly established bond and work to overcome this interference).
- To assist the child to differentiate self from others and exercise age-appropriate autonomy.
- To help each parent to distinguish valid concerns from overly negative critical beliefs

and perceptions of the minor children and perhaps significant others.

- To help the child and the other parent achieve a greater understanding of the rejected parent's desire for a relationship and willingness to effectively adapt to changes, assume responsibility of their part in all interactions, and resolve to avoid types of emotional interactions that have caused pain and discomfort in the past. To realize that these evolved elements are based on an enhanced ability to listen and empathize and identify with the child's emotions when then describe how and in what manner they have been hurt in the past and what this pain has done to them and their relationships to others, including friends.
- To help each parent realize the problems created for the child by protracted acrimonious court disputes, and how their respective views of one another are tainted by their negative marital history and the discord of litigation and have contributed to the overly negative, critical, and generalized views in relation to the other parent.
- To assist each parent to gain insight to clarify issues and set goals to resolve relevant parent-child conflicts through their individual therapy and in consultation with the Coordinating Therapist when this is needed and appropriate.
- To improve parenting skills and family communication patterns to foster recognition, acceptance while securing safety and trust.
- To aid child in developing and enhancing resilience and clarifying their personal issues

and focusing on her/his responsibility to be a participant in relationships with both parents as their child and to understand her/his needs for relationships with both parents, and for her/him to generate appropriate expectations and discipline to aid in the formation and growth of her /his values beliefs and executive function during adolescence.

- Parents can disagree on the causes and current dysfunctional relationship between parties, but they agree on the objectives defined above.

Initial _____

ROLE AND AUTHORITY OF COORDINATING THERAPIST

1. Parents agree to involvement of parties including extended family, as directed by the Coordinating therapist. The process will include meetings between the therapist and each of the parents and the child individually and jointly when deemed appropriate. The process may include interviews and or meetings with other family members, mental health professionals, and collaterals as deemed necessary by the Coordinating therapist. All meetings will be in keeping with current orders of the Court directing Reunification therapy.
2. The therapist will not be making final decisions regarding the set child time with each parent (visitation) and or legal decision making (custody). Rather, he/she will be assisting the parties to implement a structured process of change that will involve clear assessment and statement of goals, choice of Reunification therapists (or providing the same himself), providing a written therapeutic agreement from the parties, and setting a schedule of reunification visits with therapist in accordance with the court order with particular reference to Temporary Restraining orders or findings of Domestic Abuse. To the end, conjoint visits with both Parents present will only take place when the coordinating therapist is assured that both parties are physically safe and parties are able to refrain from any hostile behavior.
3. The therapist is tasked to determine the frequency of visits, the manner of transitions, rules of conduct during the visits, communication or engagement of various parties, location and pacing of the parent child contact consistent with the court ordered reunification process and the limitations of the current domestic abuse orders. Therapist may make recommendations to the parents, lawyers, and the court to the extent that he has obtained adequate information and it remains within the scope of reunification.
4. The therapist may choose to contact the therapists treating family members to aid him in understanding and planning interventions to meet the above referenced goals. Parents and child will agree to authorize by signing a release for the Coordinating Therapist to obtain records directly from the mental health professionals.
5. Often, the interests of this process will be best served by the engagement of additional professionals. For example, coordinating therapist may make binding recommendations and referrals for additional therapist or coach for a parent or child who is a significant party to the therapy and in needed of help specifically with the process. If there is a disagreement about any part of the progress, there will be and

consultation with the relevant parties. Then Coordinating therapist shall assume authority for the selection of any additional professionals or dictate changes in the process to benefit long term progress. These choices may be in addition to their current therapist if it furthers the process. The Coordinating therapist will have the authority to replace therapists used specifically in the reunification process. Therapists that are previously engaged by the parties for counseling or therapy initiated before the signing of this contract can only be changed by choice of the party (and responsible party if applicable) being seen by that therapist, or by order of the court.

6. Both parents will support the therapy and foster the cooperation of the child and avoid asking them personal questions about their therapy sessions or actions during the parenting time of the other parent.
7. Parents will avoid scheduling conflicting appointments with the therapists, holidays and vacations unless planned far in advance. Every effort should be made to avoid cancellation of visits unless it is a last resort for extreme circumstances.
8. Given the risk of information being taken out of context or being incomplete, each parent may request a report from the coordinating therapist who will be responsible for communicating any feedback or information about the therapy process to the court. This may be time consuming since some of these documents may be in the possession of therapists participating in the program.

Initial _____

DURATION OF SERVICES

1. The services of the coordinating therapist and the process itself will continue for an undetermined period of time, often a year or more. Parties may petition the court to have the Coordinating Therapist replaced or have the process halted.
2. If either party wishes to terminate the services of the coordinating therapist, he or she will provide written notice to the therapists and the other parent and counsel. If the parents agree the Coordinating Therapist shall resign. IF one party wants the therapist removed, they shall petition the court to have the reunification therapy halted. Until this is done, the reunification therapy shall continue.
3. Neither parent may unilaterally withdraw from this Agreement prior to the completion of the term identified or pending a decision by the court. The therapist may resign at

any time if he determines the resignation to be in the best interests of the child. The Coordinating therapist will petition the court for his removal providing reasons for his removal together with the notification of 4 weeks and/or with or without a recommendation of a therapist to succeed him.

Initial _____

FEES

1. As designated by the court, _____ will pay for the services rendered in this process. His/her alone will be responsible for the services performed by the coordinating therapist or therapists appointed to participate in the reunification process. This will include their time spent in consultation and coordination with the reunification coordinating therapist. The fees of other therapists or consultants appointed by the consulting therapist are the sole responsibility of this party and shall be paid timely (at the time of the visit) and governed by what is deemed to be the usual and customary fee of the therapist including the fees charges for time spent in consultation with the Coordinating therapist. Upon agreement by the parties and or the court, fees for all services may also be shared by both or more parties at different percentages or divided by coverage for specific services.
2. The fee for Coordinating Therapist is **\$195.00 per hour**. This includes professional activities and administrative matters. This includes time spent in but not limited to reviewing documents, and correspondence, writing memos to the file, writing reports, reviewing and leaving voicemails messages, writing and reviewing counsel, and other professionals involved. Digital communications are to be charges at a rate as follows: person to person calls will be billed at a rate of minimum of one tenth of the maximum rate (\$195.00) and time exceeding the minimum prorated. Text messages, voice messages, and email messages are reviewed at a minimum of one tenth of the maximum rate (\$195.00) per text, email, and voice message. Each response to those messages is billed at the prorated rate of \$195.00 per hour with a one tenth of maximum rate as a minimum. Also included are any unpaid fees charges retroactively from the time that services are initially requested (date of the judgement ordering the reunification process) and the file is formally opened. This also include disbursement paid to collateral sources for verbal and or written reports and

agency/hospital report (should these be required) and any and all preparatory information gathering efforts, including face to face sessions, contacts with collaterals and teleconferences with all pertinent parties, texts, and voice messages. Services rendered by a licensed professional clinical assistant including administrative services will be billed at a rate of **\$80.00 per hour**.

3. Upon signature of the contract **an initial deposit of \$1,000** will be made. Each time the balance is reduced to 200, another deposit of \$1,000 shall be made within seven days of notification. The initial deposit will be applied to outstanding charges due at the time.
4. Fees related to report or records preparation shall be paid for by the parent requesting the report, or documents. Fees related to preparation for or attending at court, e.g. trial settlement conference, discoveries, depositions, any appearance in court are billed at **\$350.00 per hour**. Fees for attendance at court are the same, \$350.00 per hour. These fees are to be paid by the party who requests his/ her presence through subpoena. Court preparation time of 2 hours and 3 hours minimum in court, will be reflected in a **retainer of \$1,500** which will be remitted within 7 working days prior to the court appearance or deposition. Any balance due after the testimony or deposition will be due on receipt of invoice. Document reproduction is set at **\$1.50 per page**.
5. Record keeping requires that each contact be documented and each contact and documentation time will be calculated at **the hourly rate of \$195.00** with a minimum of **\$10.00 per note** whichever is greater.
6. Visits are to be cancelled at least 48 hours in advance or they will be billed at full fee. Visits on Mondays and Tuesdays must be cancelled by Friday of the previous week. Each parent will be responsible for fees involved in their cancellation, insufficient notices, or failure to attend meeting.
7. If deposits are not renewed, there could be a disruption in the provision of services and consequently in the progress of the designed therapeutic process.

Initial _____

THE ABOVE TERMS AND CONDITIONS ARE ACKNOWLEDGED AND AGREED TO:

Responsible Party Signature Date

Tim Kemery, LCSW Date

SAMPLE