

Lepage Associates
Solution-Based Psychological & Psychiatric Services

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SERVICE AND FEE AGREEMENT FOR SEPARATION/DIVORCE MEDIATION
Information Concerning the Practice, Financial Arrangements, and Confidentiality

CONTRACTED MEDIATOR: _____ (Independent Contractor)

Thank you for the opportunity to offer our professional help to you. We have prepared this form to describe our professional services and procedures. *We apologize for the length of this form, but due to the sometimes difficult nature of mediation issues, detailed coverage is important for everyone involved.* Please let us know if we can clarify any of this information and if you have any other questions.

Staff Qualifications: As Licensed Psychologists, we provide mediation for separation and divorce. (We also provide parenting plan consults; custody and visitation evaluations; therapy services to adults, adolescents, children, groups, couples and families; and psychological, educational and forensic evaluations to children, adolescents, and adults. (We do not provide emergency services.) At Lepage Associates we make every effort to provide you with the highest quality services available. All independent contractors at Lepage Associates hold doctorate degrees in psychology, and are also licensed to practice psychology in North Carolina or are currently completing their licensure hours under the supervision of one of our licensed psychologists. Your service provider will also hold other degrees in psychology and/or related areas, and may have additional specialty training. (At times we may also have doctoral students in training.) For example, Dr. Lepage has specialty certificates and training in custody, training in collaborative divorce mediation, and did her dissertation related to divorce/children and custody. **We are not attorneys and have no legal training. Nothing in any of our services, to include in our divorce mediation or parenting plans/custody services, and/or any written materials created by us at any time, constitutes legal advice or legal information; nothing in our services, whether written or verbal, constitutes legal advice/information. Our services should in no way be construed as legal services, and we are at no time engaging in the practice of law.**

It must be understood that your mediator cannot provide psychological advice to individuals who he/she is mediating for. Many people going through separation and divorce experience sadness, depression, anxiety, uncertainty, anger, financial fears, etc, or notice these symptoms or behavioral acting out in their children. **If you desire supportive counseling or psychotherapy services for yourself or your children, your mediator will be pleased to provide you with the names of appropriate professionals who specialize in divorce services for adults, teenagers, and/or children.**

This contract is between you and your mediator named above; it is not between you and Lepage Associates, or any other member of Lepage Associates. Your mediator is an Independent Contractor and as such is solely responsible for determining the method, details and means of performing services. As an Independent Contractor, your mediator is solely responsible for his/her clinical and non-clinical decisions and services, regardless of whether or not he/she has discussed the case with Dr. Lepage and/or other associates of Lepage Associates, or engaged in any other outside peer review.

Payment, Insurance, & Refunds: Payment can be made by personal check, money order, cashier's check, cash, or credit card. Even though we are licensed psychologists, health insurance will not cover the cost of mediation, as insurers distinguish this from the "mental health services" that they do cover. **For mediation, payment in full is due up front and the meeting will not begin until payment in full is**

received for the hours scheduled; we do not require retainers and you can pay meeting by meeting. Also, written material such as reports will not be provided to either party until payment in full is received. If one side is holding up release by non-payment, we strongly suggest the other party pay (and seek legal avenues later for repayment by the delinquent spouse), so that the report can be utilized. Should you require for us to give depositions or testimony, these services will not be provided until payment in full is received. We will provide an estimate of the total number of hours that the deposition or testimony will take and will track our time; should the case take less time, we will return funds for hours unused, and should the case take additional time, we will require payment in full up front of an estimate of time remaining to complete the case. **We require ½ of the hourly estimate to hold the date for settlement conferences, depositions, or testimony, with the balance due 5 business days prior to the date.** This holding fee is fully returnable if the evaluator is notified one week prior to said date that his/her services will not be needed. We do not offer refunds if you are unhappy with the mediation, any written materials, any suggestions made by us during the process, settlement conference, deposition or testimony; **we do not offer refunds for any reason.**

Fee Schedule: We keep our fees very reasonable when compared to usual rates in the field.

(1) Mediation: \$200.00 per hour. (2) Settlement conference attendance \$250.00 per hour, port to port. (3) Depositions as fact witness or as expert witness \$350.00 per hour time spent preparing for and giving deposition, port to port; testimony as fact witness or as expert witness \$350.00 per hour time spent preparing for and giving testimony, port to port. (4) All other services not covered above, including letters, email (reading and responding), telephone consultation (with yourself or others), etc., are billed at \$200.00 per hour. Please note you are solely responsible for payment of all collateral contacts we make on your case. (5) Late Fees & Returned Checks: For sessions, if you do not pay in full on the date services are rendered, 10% of the original charge will be added *each week* you are late, and for evaluations 10% of the total original charge will be charged one time. Regarding returned check fees, you owe any fees the bank charges us for the bounced check, any fees for time we must spend talking with the bank or yourself to rectify the situation (billed at \$120/hour), plus any late fees that apply. Regarding delinquent accounts, you are responsible for in full and will be charged for in full any and all time we spend trying to collect on the account (billed at \$120/hour), and/or any and all fees of any outside services, such as an attorney or credit collector, hired to collect the debt.

Necessity for Structured Contacts: In the interests of a balanced mediation, during the mediation process your contact with the mediator is limited to the structured meetings scheduled, unless the mediator has specifically asked you to contact him/her to provide information via email or phone. **To clarify, you are not to email or phone the mediator** other than to schedule or cancel appointments.

Contacting Your Mediator: We cannot answer the telephone when we are with a client. When we are unavailable, our telephone is answered by a receptionist or by voicemail. We will make every effort to return your call on the same day you make it, or at least within 24 hours, with the exception of weekends and holidays. **Email is not a secure form of communication and confidentiality cannot be guaranteed.** We will not initiate email contact with you, but we will respond should you choose to email us regarding non-mediation issues such as appointment scheduling. **Faxing is also not a secure form of communication and confidentiality cannot be guaranteed.** You may fax us documents if you wish, but please be fully aware that while the fax machine is not located in public, it also is not in a locked room; **we do not guarantee confidentiality or security of information sent to us via fax.**

Written Materials: Please do not give us originals of any written materials that you would like us to review; note we do not make copies of this material for yourself, your attorney, or the other party. We also do not return materials provided to us.

Tape Recording: Tape recording at any time by any client or either party is not allowed.

Out-of-State Options: We will travel out of state to conduct all facets of the mediation at a rate of \$1,500 per day **additional** to the fees noted (there is not a ½ day option). Also, out-of-state mediation requires that an estimate of the total hours mediation will take be made and that payment in full be made prior to our travel; should the costs be less, we will return funds unused. In addition, fees for out-of-state travel will include: coach class (or above) airfare on an airline of our choice with an itinerary of our choice; car rental of a mid-size car or above of our choice; gas reimbursement; mileage reimbursement if our own car is used for travel; and hotel stays in 4-star or above accommodation of our choice if one is available nearby. We will provide an estimate of the total travel costs and will track our costs; should the costs be less, we will return funds unused, and should the costs be greater, we will require payment immediately upon billing, and will not continue on the case until payment in full is made. Once an airline reservation is made, we will not refund any portion of the airline ticket costs. **We require ½ of the estimate to hold the date(s), with the balance due one week prior to the travel date.** This holding fee is fully returnable if the evaluator is notified two weeks prior to said date that his/her services will not be needed.

Cancellations and Rescheduling: **The full fee is charged for appointments missed and for appointments cancelled less than 48 hours in advance.** However, no charge will be made if (1) you are ill, (2) you have an emergency, (3) driving conditions are hazardous due to inclement weather, or (4) we are able to reschedule you for an alternative time within the same week.

In Case Of An Emergency: As noted above, **we do not provide emergency services**, and you should: contact your psychiatrist or primary care physician, go to the nearest hospital emergency room and ask to speak with the psychiatrist on call, and/or follow your insurance carrier's emergency procedures.

Confidentiality: Even though we are licensed psychologists, **principles of medical confidentiality and privilege do not apply within the context of mediation; the privacy of the information is not protected under federal medical privacy law. There are numerous limits to confidentiality in mediation.** Most notably, if you sign a release form for us to speak with other professionals or non-professionals, information then may be subject to re-disclosure by a recipient of such information. Information may be disclosed to the court, your attorney, or the opposing side's attorney, during the course of legal action. Once disclosed, the privacy of the information will no longer be protected. **Please note that we do discuss cases internally at Lepage Associates in peer supervision, and by signing you give permission for these discussions.** Information concerning your payments is also not confidential. Also, your mediator is required by law to report allegations of abuse or neglect, and this reporting must not be interpreted as a display of support for the individual who made the allegations or against the person being accused, or as an indication that the mediator finds the allegations credible.

Important Information on (1) Considering Possibilities During the Process, (2) Full Disclosure, and (3) Final Decisions: **Parties agree to 100%, full, open and honest disclosure of all assets and debts; parties also agree that it is their responsibility to make fully informed decisions and to gather any and all information (legal, financial, etc.) needed to make a fully informed decision.** During the process, we will ask you questions to gather information, and will brainstorm/explore possibilities with you regarding what options might work well for you and your family. During the process we may review with you the pros and cons of many options, and we may ask you what options you would be willing to participate in. **It is important that you keep in mind that these discussions do not indicate that we are in favor of or against any option, and that you are fully responsible for the final choices you make.** Final decisions are 100% the responsibility of the parties, and the parties agree that they enter into final agreements through their own free will. The final agreements regarding property distribution, parenting plans (child custody), and cash flow will be written into a Memorandum of Understanding. Parties can then either file the legal paperwork themselves, or can have paperwork done by one or two attorneys. It is this final legal paperwork, and not the Memorandum of Understanding, that is legally binding.

PLEASE BE SURE TO INITIAL/SIGN PAGES 4-5 AND FILL IN: ALL GENERAL INFORMATION ON PAGES 6-8; CHILD INFORMATION PAGES 9-12; & ATTORNEY INFORMATION PAGE 13.

CONTRACT & INFORMED CONSENT for:

_____ & _____
(Print name legibly and % of fee responsibility.) (Print name legibly and % of fee responsibility.)
Write beside your name the % you agree to pay of any and all costs associated with the mediation.

YOUR INITIALS/SIGNATURES BELOW INDICATE THAT YOU HAVE READ THIS DOCUMENT AND AGREE TO ABIDE BY ITS TERMS DURING OUR PROFESSIONAL RELATIONSHIP.

In particular, please note and initial beside the following important statements:

_____ · I understand that this contract is between myself and my mediator named above; it is not between myself and Lepage Associates.

_____ · I have read the information regarding fees and do not have any questions regarding my responsibilities; I agree to pay in full the fees noted in this agreement. I understand that payment of all services is due in full up front, and that services will not begin until payment in full is received.

_____ · I understand that in the interests of a balanced mediation, my contact with the mediator is limited to structured meetings; I understand that I am not to email or phone the mediator other than to schedule or cancel appointments.

_____ · I understand that the full fee is charged for missed or cancelled sessions, unless I cancel 48 hours in advance, and if I am the party that misses or cancels, I agree to pay the full fee (instead of my usual percent).

_____ · I understand that late fees of 10% of the original charge will be added *each week* I am late with payment in full, and I agree to pay these fees in full. Further, should a collection agency or suit be required to collect, I agree to pay 100% of all fees charged by the collection agency, attorneys, and court.

_____ · I understand that my mediator does not offer refunds if I am unhappy with the mediation, any written materials, any suggestions made by him/her during the process, settlement conference, deposition or testimony; I understand he/she does not offer refunds for any reason.

_____ · I understand that any holding fees I pay in advance for settlement conference attendance, depositions, or testimony are fully returnable if I notify the mediator one week prior to said date that his/her services will not be needed. Further, I understand that less than one week's notice will result in no portion of the holding fee being refunded.

_____ · I agree to pay fact witness fees of \$250.00 per hour and expert witness fees of \$350.00 per hour, port to port, in advance, based on an estimate of time.

_____ · I understand that there are numerous limitations to confidentiality in mediation; I have read and understand these limitations. Further, I understand that cases are discussed internally at Lepage Associates, and I give permission for these discussions. I also understand that the security and confidentiality of email and faxes is not guaranteed.

_____ · I understand that I am not to give my mediator originals of any written materials, and that he/she does not make copies of any material for anyone. Further, I understand that any materials provided by me or others will not be returned.

_____ · I understand that my mediator and Lepage Associates service providers are not attorneys and have no legal training; nothing in their services, whether written or verbal, constitutes legal advice/information. I understand that their services should in no way be construed as legal services, and they are at no time engaging in the practice of law.

_____ · I understand that no written materials will be provided to either party until payment in full is made, regardless of which party owes. However, I understand that should I chose to pay the balance, the written material will be released, and thus a delinquent spouse cannot forever hold up the release; written material will be released after full payment regardless of who makes full payment.

_____ · I understand that tape recording is not allowed at any time by either party, and I agree not to attempt to record any portions of the mediation, in person or on the telephone.

_____ · I attest that I have provided 100%, full, open and honest disclosure of all assets and debts.

_____ · I understand that it is my responsibility to make fully informed decisions and to gather any and all information (legal, financial, etc.) needed to make a fully informed decision. Further, I understand that final decisions are 100% the responsibility of the parties and not the mediator, and I agree that I enter into final agreements through my own free will.

Please sign and date below to indicate you have read the preceding information in full, and understand the information. Please ask for clarification of any information you are unclear about. **I have read and understand the Service and Fee Agreement, and I agree to the statements herein.**

_____/_____/_____
(Signature) (Printed Name) (Date Signed)

_____/_____/_____
(Signature) (Printed Name) (Date Signed)

Referral Source: Please indicate how you heard of Lepage Associates by placing a check in the box.

Friend/Colleague Professional Referral (Please write name and workplace of the person.)

Lepage Associates Website (How did you find/link to our site? Please circle below.)

General Search (see below) Yellow Pages Online News & Observer Online StayHappilyMarried.com

PsychotherapyResources.com Psychology Today Find-A-Therapist Other (please explain below)

Yellow Pages: (Please circle 1 on each line) Bell South Verizon
& Section of Yellow Pages: Psychologists Marriage & Family Mediation Divorce Services
& City of the book you used: Chapel Hill/Durham Raleigh

Flier or Brochure (Where did you find this?) _____

Newspaper (Please circle) Carolina Parent Chapel Hill News Lawyer's Weekly Other

Other (Please explain; also IF GENERAL SEARCH, what wording?) _____

Payment of Services by Credit Card:

For your convenience we accept payment via credit card. If you are coming in for a one-time / one-day service, please simply give your card to the office manager to charge for today only and ignore below.

If you will be coming in more than once, we can keep your card information on file and charge you for services on the date they are rendered. This also ensures you will never have to pay late fees, as if you owe a balance we will charge it before late fees would be assessed. Please complete the following information if you would like to pay by credit card. BY SIGNATURE BELOW YOU AUTHORIZE LEPAGE ASSOCIATES TO CHARGE YOUR CREDIT CARD IN THE AMOUNT INDICATED ABOVE ON PAGE 2 SECTION "SCHEDULE OF FEES," RECURRING EACH TIME YOU OWE A BALANCE. Two sections are provided below in case you will be splitting costs.

PARTY #1

We accept:   

CREDIT CARD NUMBER _____

CVV NUMBER _____ EXPIRATION DATE _____

NAME AS SHOWN ON CARD _____

CARD BILLING ADDRESS _____

CARDHOLDER SIGNATURE _____ DATE _____

PARTY #2

We accept:   

CREDIT CARD NUMBER _____

CVV NUMBER _____ EXPIRATION DATE _____

NAME AS SHOWN ON CARD _____

CARD BILLING ADDRESS _____

CARDHOLDER SIGNATURE _____ DATE _____

Did you attend technical school? Yes No If yes, did you complete the program? Yes No

Name of School, City & State

Type of Certificate & Year Granted

Did you attend college? Yes No

If yes, did you earn a degree? Yes No

If you attended college, please list with most recent first working backwards:

Name of College, City & State

Degree & Year Granted (include Major)

Name of College, City & State

Degree & Year Granted (include Major)

PARTY #2

Print Name Legibly

Social Security Number

Mailing Address (Street or P.O. Box)

Date of Birth

City, State and Zip Code

Home Telephone Number

County of Residence

Cell Telephone Number

Email Address

Work Telephone Number

Place of Employment

Current Annual Salary (before taxes)

Occupation/Job Title

Number of years with this company

Did you graduate from high school? Yes No

If not, highest grade completed? _____

Did you attend technical school? Yes No If yes, did you complete the program? Yes No

Name of School, City & State

Type of Certificate & Year Granted

Did you attend college? Yes No

If yes, did you earn a degree? Yes No

If you attended college, please list with most recent first working backwards:

Name of College, City & State

Degree & Year Granted (include Major)

Name of College, City & State

Degree & Year Granted (include Major)

Name(s) of Children from this union (if any): _____

Relationship of Parents of Child(ren) Listed:

If parents are currently married or were previously married:

Date of Marriage: _____ Date of Separation: _____ Date of Divorce: _____

If parents were never married: Number of years in relationship: _____ Month/Year Ended: _____

Did you live together? [] Yes [] No If yes, during what months/years? _____

Please describe any other significant relationships in the life of the child(ren) in question. For example, relatives who provide regular care or have regular visitation, a boyfriend or girlfriend of the parent(s) who does not live in but spends significant time in the home or with the child, etc.

Timeline/History of Marriages & Live-In Relationships of Parents of Child(ren) in Question: (if was a live-in relationship, substitute date moved in/date moved out for date of marriage/date of divorce)

Parent Name Married To Whom Date of Marriage Date of Divorce

Parent Name Married To Whom Date of Marriage Date of Divorce

Information Regarding Children:

CHILDREN FROM THIS MARRIAGE/RELATIONSHIP

1. Name of Child _____ Date of Birth and Age _____

School, Preschool or Day Care Provider _____ Grade (and days at preschool/day care) _____

Please describe the physical custody arrangement of this child at this time, to include primary or shared residence between parents, visitation, regularity of visitation, etc.

2. Name of Child _____ Date of Birth and Age _____

School, Preschool or Day Care Provider _____ Grade (and days at preschool/day care) _____

Please describe the physical custody arrangement of this child at this time, to include primary or shared residence between parents, visitation, regularity of visitation, etc.

3. Name of Child

Date of Birth and Age

School, Preschool or Day Care Provider

Grade (and days at preschool/day care)

Please describe the physical custody arrangement of this child at this time, to include primary or shared residence between parents, visitation, regularity of visitation, etc.

CHILDREN FROM OTHER PREVIOUS OR CURRENT MARRIAGE/RELATIONSHIP

1. Name of Child

Parents of Child

Where does this child reside?

Date of Birth and Age

2. Name of Child

Parents of Child

Where does this child reside?

Date of Birth and Age

PARTY #1: Please complete the following sentences regarding a parenting plan:

1. How do you think the children are doing with the current custody arrangement? Please try to list both pros and cons.

2. I think that the best parenting plan schedule would be: _____

3. I think this plan would be a good fit for my child(ren)'s developmental age because: _____

4. I think this plan would meet my child(ren)'s physical safety, emotional well-being, and social needs by:

5. If I couldn't have my ideal arrangement described in #1, an arrangement I could live with would be:

6. I have the following questions or concerns regarding my child(ren) and a parenting plan:

Above questions completed by: _____ Date: _____

PARTY #2: Please complete the following sentences regarding a parenting plan:

1. How do you think the children are doing with the current custody arrangement? Please try to list both pros and cons.

2. I think that the best parenting plan schedule would be: _____

3. I think this plan would be a good fit for my child(ren)'s developmental age because: _____

4. I think this plan would meet my child(ren)'s physical safety, emotional well-being, and social needs by:

5. If I couldn't have my ideal arrangement described in #1, an arrangement I could live with would be:

6. I have the following questions or concerns regarding my child(ren) and a parenting plan:

Above questions completed by: _____ Date: _____

Attorney Information: Please fill in the following information for attorneys for both parties.

ATTORNEY FOR PARTY #1:

Name of Attorney

Attorney's Direct Telephone Number

Name of Firm

Main Telephone Number of Firm

Attorney's Mailing Address

Attorney's Fax Number

Office City, State and Zip Code

Attorney's Email Address

ATTORNEY FOR PARTY #2:

Name of Attorney

Attorney's Direct Telephone Number

Name of Firm

Main Telephone Number of Firm

Attorney's Mailing Address

Attorney's Fax Number

Office City, State and Zip Code

Attorney's Email Address