

# **Alliance Counseling and Education Center**

## **Parenting Coordination Advisement Form**

Cause Number: \_\_\_\_\_

Children's Names: \_\_\_\_\_  
\_\_\_\_\_

I, the undersigned client, understand that I have agreed to or the court has ordered my participation in parenting coordination in regards to litigation pertaining to the above-named children. I understand that the appointed parenting coordinator, Kim England, LCSW, is serving as an extension of the court. I further understand that the parenting coordinator has full discretion regarding program implementation as outlined in this document.

### **Philosophy of Services**

Parenting coordination services focus on reducing parental conflict in order to enhance the children's emotional functioning and facilitate shared parenting. A parenting coordinator is a neutral person to whom parents can turn when in dispute on matters relating to the children. The parenting coordinator will examine the case and follow the orders of the court to assist the parents in compliance with the orders. The parenting coordinator may also assist the parents in enhancing their co-parenting relationship. While several skills of the mental health profession are used in assisting families, this service is not psychotherapy or counseling.

Parenting coordination is an attempt to coordinate and implement a co-parenting plan that addresses current and future issues related to raising children between two homes. The role of the parenting coordinator is to help parents reach successful resolution of disagreements regarding parenting issues themselves. If authorized to do so by the court order, the parenting coordinator may also make recommendations for the parents in the event the parents are unable to agree on solutions. Parenting facilitation does not involve adult's property, finances, or other issues that do not directly involve the children.

The parenting coordination is limited to aiding the parents in:

1. Identifying disputed issues;
2. Reducing misunderstandings;
3. Clarifying priorities;
4. Exploring possibilities for problem solving;
5. Developing methods of collaboration in parenting;
6. Understanding parenting plans and reaching agreements about parenting issues to be included in the parenting plan; and
7. complying with the court's order regarding conservatorship or possession of and access to the child.

### **Basic Service Arrangements**

After a case has been accepted for services parents or their lawyers must provide any pertinent court orders or other reports. These may include additional intake information, affidavit materials, records regarding either parent, records regarding the children, correspondence, prior assessments, and other relevant information. The parenting coordinator may review this information prior to setting meetings.

**Initial:** \_\_\_\_\_

In order to begin services with families, the following must be on file for each adult:

- a copy of the court order
- a completed intake form
- a signed consent form
- a signed copy of this contract with initials on each page
- a \$600.00 deposit

### **Meetings**

The parenting coordinator may have joint sessions with the parents, individual sessions with one or both of the parents, sessions involving other relevant family members, meetings with the children, consultation with other family service providers, and home visits as necessary. The parenting coordinator may interview the children privately in order to ascertain the children's needs as to the issues at hand in the specific case. In conducting such interviews, the parenting coordinator will not encourage or facilitate the children choosing between the parents, but may encourage the children to understand they live in multiple homes.

During meetings with the parents or other relatives the parenting coordinator may provide education about co-parenting, communication, and child development. The parenting coordinator may provide training for the parents on how to better communicate with each other and their children, and may refer the parents to other professionals for additional services. NO electronic/tape recordings will be made during meetings with parenting coordinator without the consent of all parties.

### **Contacting the Parenting Coordinator**

All telephone contact initiated by the parents will be limited to scheduling of appointments and all other issues need to be addressed in writing. Communications outside of scheduled sessions should occur in writing via email, fax, or mail and the communications must also be sent to the other parent on the same date the information is submitted to the parenting coordinator. Telephone calls initiated by the parents will be returned at the discretion of the parenting coordinator and may be returned in the form of writing or telephone as deemed appropriate by the parenting coordinator.

The parents shall direct any disagreements regarding the children to the parenting coordinator before seeking court actions, unless a child's safety is jeopardized. Any concerns or complaints regarding the parenting coordinator or the parenting facilitation process should be addressed to the parenting coordinator in writing.

### **Other Issues**

Parenting facilitation is not an emergency service. If an emergency occurs during the time families are receiving parenting facilitation services the parents are to call 911 or other crisis intervention services.

Parents are required to enroll in the Our Family Wizard program ([www.ourfamilywizard.com](http://www.ourfamilywizard.com)) and will be required to direct communication to each other through Our Family Wizard. There is no pecuniary association between Ms. England and the Our Family Wizard Company.

Parenting facilitation may be initiated where there have been allegations (confirmed or otherwise) of violence or threats of violence. While appropriate precautions will be taken to ensure the safety of participants a guaranty that no harm will occur is neither stated nor implied. Special arrangements may be made to allow for increased security, such as changing arrival times if there is a Protective Order in place and a request by either party.

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**Children in the Middle Co-Parenting Class**

Completion of the Children in the Middle Co-Parenting Class is required prior to the initial meeting. I understand that I must fax, email, or mail a copy of my certificate of completion to the parenting coordinator 48 hours prior to the initial scheduled session. I understand that if I fail to complete the Children in the Middle Co-Parenting Class prior to the initial scheduled session and do not notify the parenting coordinator 48 business hours prior to the initial scheduled session that the session will be cancelled and I will be solely responsible for the entire cost of the initial session for the time scheduled. The parents understand that the cost of the Children in the Middle Co-Parenting Class is their responsibility. However, the parenting coordinator will reimburse the parents' retainer for the cost of the class. Class schedules are available at: [www.childreninthemiddle.com/classes2htm](http://www.childreninthemiddle.com/classes2htm).

**Professional Practice Statement**

For the purposes of reporting violations of licensing rules or regulations the Texas State Board of Social Work Examiners can be contacted by mail at Complaints Management and Investigative Section, P.O. Box 141369, Austin, TX 78714-1369.

I understand and acknowledge that the outcome of this process may or may not favor my position or be something that I am in agreement with. I understand that complaints regarding conclusions and recommendations in this process must be directed to the court, as the licensing board handles only complaints regarding violation of licensing rules and regulations.

**Termination of Services:**

If either parent is dissatisfied with the performance of the parenting coordinator they may request that the court terminate services or appoint another parenting coordinator.

The parenting coordinator reserves the right to withdraw should she feel that effective change is no longer occurring. The parents and their respective attorneys will be given notice of the decision to withdraw. In such case, the names of trained professionals available to assume the role of parenting facilitation will be provided to both parents.

**Confidentiality**

Reports to the Court are limited to whether the process should continue.

By the way of a release, all therapists, attorneys, ad litem, visitation supervisors, physicians, child care providers, educators, and significant others involved, and previous or current evaluators are authorized to release information directly to the parenting coordinator. In turn, the parenting coordinator is authorized to discuss significant information with these individuals or service providers in order to assist in the process.

The parenting coordination process requires open and honest communication in order to succeed. Therefore, all written and oral communications made during parenting coordination are privileged; and no electronic and tape recordings will be made during parent coordination.

The parent coordinator **is required to report** certain matters, such as incidents of **child abuse or threats of physical violence**, and confidentiality does not extend to these matters.

**Initial:** \_\_\_\_\_

**Financial Obligations**

One of the ways in which forensic practitioners maintain neutrality and ethical practice is by assuring that fee payment is not contingent on a particular recommendation or outcome. As such fees are due as an advanced retainer.

I understand that although I may be providing payment to the parenting coordinator they are working for the court and the recommendations made by the parenting coordinator may or may not favor my position or be something that I am in agreement with.

**Fees:** Fees for parenting coordinator are \$150.00 per hour, rounded up to the nearest 15-minute increment. This includes all services of the parenting coordinator including reviewing documentation, records management, meetings, correspondence, phone contact, court time, legal expenses, consultation with other family service providers and any other time spend working on the case.

**Retainer:** A retainer equal to four (4) hours of service, or \$600.00 is due in advance from each of the parties. If one party is ordered to pay for all costs of service the initial retainer is \$1200.00. Payment may be made by check or money order and must be received by the parenting coordinator within seven (7) days of receiving the initial invoice. Services may be charged against the retainer provided that the parties continue to fully replenish the retainer when billed. If a party is late in replenishing the retainer services may be suspended until such time as the retainer is replenished and a report will be made to the court.

**Other costs:** Each of the parties will be responsible for any fees for production of third party records or other information related to services. Costs for copying of records and other administrative costs will be deducted from the retainer. Copies of records produced by Ms. England are billed at the same fee as charged by the local county District Clerk’s office.

Time in administrative tasks, including correspondence to parties, attorneys, or reports to the court, is billed at the standard hourly fee. Additionally, cancellation of any appointment with less than 48 hours (Monday through Friday, excluding holidays) notice will result in the canceling party being billed the entire service fee. Arriving after 15 minutes past the scheduled meeting time will be considered a cancelation and the parent arriving 15 minutes past the scheduled time will be billed for the entire session fee (for the duration the session was scheduled). Returned checks will be charged the maximum fee allowable under law.

**Billing:**

With the exception of individual sessions, charges for the service will generally be divided equally between the parents. This applies unless the parenting coordinator is provided with a copy of a current order that states otherwise, or if the parenting coordinator determines that one of the parties is disproportionately utilizing service time, in which case the party disproportionately utilizing service time will be billed based on time used.

There may also be times when, similar to individual sessions, the parenting coordinator deems it appropriate to charge only one part a particular fee. This determination is solely at the parenting coordinator’s discretion. Fees for phone calls will be billed to the parent who initiates the call unless otherwise directed in the order. If the judge’s order to participate in the program stipulates that only one parent is financially responsible and the other parent cancels without 48-hour notice or arrives 15 minutes past the schedule appointment, the canceling parent is responsible for that charge.

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**Willingness to Act in Good Faith:**

I understand that my participation with a parenting coordinator can be instrumental in reducing the conflict between co-parents. I agree to maintain a serious commitment to the program by abiding by the guidelines and requirements of the program as noted herein. Further, I agree to maintain scheduled appointments and will not interfere in the process by refusing to attend sessions or frequently rescheduling appointments.

I understand that the parenting coordinator cannot change the legal custody status of my child(ren). I understand that the parenting coordinator has full discretion regarding program implementation as outlined in this document.

I understand by signing this I am allowing free and open disclosure between the parenting coordinator and each parent, children, lawyers, teachers, Courts or other parties as deemed necessary by and at the discretion of the parenting coordinator.

I commit that I will attempt to resolve disagreements with the other parent whenever possible. I understand that we may make joint parenting decisions in our children's best interest at any time without the parenting coordinator's assistance. I will provide notice to the parenting coordinator of any agreements reached with the other parent outside of the parenting coordinator process. I understand that parenting coordination is an attempt to coordinate and implement a co-parenting plan that addresses current and future issues related to raising children between two homes. Further, I understand parenting coordination does not involve adult's property, finances, or other issues that do not directly involve the co-parenting process.

I understand that I may not engage the parenting coordinator in conversation without the other parent or other parties present unless specifically addressing scheduling issues related to parenting coordination appointments, or otherwise instructed by the parenting coordinator.

I understand that copies of all correspondence from either parent to the parenting coordinator must be mailed, emailed, or faxed to the other parent on the same date the information is submitted to the parenting coordinator, with "cc:" notes on the correspondence, unless otherwise specifically addressed per correspondence by the parenting coordinator.

I understand I may not at any time during or after the parenting coordination, call the parenting coordinator as a witness in any legal or administrative proceeding concerning this dispute. To the extent that I may have a right to call the parenting coordinator as a witness, that right is hereby waived.

I agree not to subpoena or demand the production of any records, notes, work product or the like of the parenting coordinator in any legal or administrative proceeding concerning this dispute. To the extent that I may have a legal right to demand these documents, that right is hereby waived. If, at a later time either party decides to subpoena the parenting coordinator, the parenting coordinator will move to quash the subpoena. That party agrees to reimburse the parenting coordinator for whatever expenses she incurs in such an action including but not limited to the parenting coordinators time at a rate of \$150.00 per hour.

The exceptions to the above confidentiality provisions include: (1) This agreement to utilize parenting coordination services and any written agreement made and signed by the parties as a result of parenting

**Initial:** \_\_\_\_\_

coordination may be used in any relevant proceeding, unless the parties make agreement not to do so;  
(2) Matters that are admissible in a court of law continue to be admissible even though raised in a parenting coordination session.

I understand that we may make joint parenting decisions in our child(ren)'s best interest at any time without the parenting coordinator's assistance. I will notice the parenting coordinator of any significant agreements reached with the other parent outside of the parenting coordination process.

I the undersigned and with regard to my children, agree to retain Kim England, LCSW as a parenting coordinator for services and conditions as described above. My signature reflects that I have read and will abide by all conditions outlined in this document.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Client: \_\_\_\_\_  
Signature Printed Name

Initial: \_\_\_\_\_