

# **Alliance Counseling and Education Center**

## **Parenting Facilitation 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 facilitation in regards to litigation pertaining to the above-named children. I understand that the appointed parenting facilitator, Kim England, LCSW, is serving as an extension of the court. I further understand that the parenting facilitator has full discretion regarding program implementation as outlined in this document.

### **Philosophy of Services**

Parenting facilitation services focus on reducing parental conflict in order to enhance the children's emotional functioning and facilitate shared parenting. A parenting facilitator is a neutral person to whom parents can turn when in dispute on matters relating to the children. The parenting facilitator will examine the case and follow the orders of the court to assist the parents in compliance with the orders. The parenting facilitator 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 facilitation 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 facilitator is to help parents reach successful resolution of disagreements regarding parenting issues themselves. If authorized to do so by the court order, the parenting facilitator 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.

### **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 facilitator may review this information prior to setting meetings.

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

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**Meetings**

The parenting facilitator 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 facilitator 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 facilitator 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 facilitator may provide education about co-parenting, communication, and child development. The parenting facilitator 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 facilitator without the consent of all parties.

**Contacting the Parenting Facilitator**

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 facilitator. Telephone calls initiated by the parents will be returned at the discretion of the parenting facilitator and may be returned in the form of writing or telephone as deemed appropriate by the parenting facilitator.

The parents shall direct any disagreements regarding the children to the parenting facilitator before seeking court actions, unless a child's safety is jeopardized. Any concerns or complaints regarding the parenting facilitator or the parenting facilitation process should be addressed to the parenting facilitator 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 facilitator they may request that the court terminate services or appoint another parenting facilitator.

The parenting facilitator 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**

Parents are prohibited from recording sessions electronically without the written consent of the parenting facilitator.

I have been informed and I understand that any communications or statements by me or the children will NOT be confidential or privileged and that:

- The parenting facilitator may be required to testify in open court in the court of litigation. Any information provided to the court may become public records
- The parenting facilitator is required to make a report to the court and the attorneys of record. A copy of the written report and the written materials provided to the court are provided to the attorneys of record and clients who represent themselves at the time of the report is filed with the court.

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- All information provided to the parenting facilitator will become part of the parenting facilitator records and is available for review by the attorneys and clients who represent themselves.
- By way of a release the parenting facilitator may confer with mental health professionals, doctors of medicine, education and child care personnel, personal references, other governmental entities, attorneys of record, and such other persons as have or need information directly related to the best interest of the children in question.
- The parenting facilitator may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, exploitation of child, elderly, or disabled person; or as otherwise required by law.

### **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 facilitator they are working for the court and the recommendations made by the parenting facilitator may or may not favor my position or be something that I am in agreement with.

**Fees:** Fees for parenting facilitator are \$150.00 per hour, rounded up to the nearest 15-minute increment. This includes all services of the parenting facilitator 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.

I understand that if my attorney or I request a court appearance, deposition, or participation in any type of settlement conference by Ms. England there will be an additional fee of \$250.00 per hour, with a minimum charge of three hours. Such fees are due at least one week before the scheduled appearance. Please note: if any appearance request is received without a minimum of one week notice the appearance fee is due immediately and there will be an additional \$250.00 express charge. Failure to provide the fee as specified constitutes release from the requested appearance.

**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 facilitator within seven (7) days of receiving the 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.

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**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 hour (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 facilitator is provided with a copy of a current order that states otherwise, or if the parenting facilitator 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 facilitator deems it appropriate to charge only one part a particular fee. This determination is solely at the parenting facilitator'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.

**Willingness to Act in Good Faith:**

I understand that my participation with a parenting facilitator 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 facilitator cannot change the legal custody of my child(ren). I understand that the parenting facilitator 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 facilitator and each parent, children, lawyers, teachers, Courts or other parties as deemed necessary by and at the discretion of the parenting facilitator.

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

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

time without the parenting facilitator’s assistance. I will provide notice to the parenting facilitator of any agreements reached with the other parent outside of the parenting facilitator process.

I understand the parenting facilitation 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 facilitation 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 facilitator in conversation without the other parent or other parties unless specifically addressing scheduling issues related to parenting facilitation appointments, or otherwise instructed by the parenting facilitator.

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

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

I the undersigned and with regard to my children, agree to retain Kim England, LCSW as a parenting facilitator 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: \_\_\_\_\_