

Parent Coordination Agreement

Parent coordination is a child-focused alternative dispute resolution process in which a mental health professional, with training in child development and high conflict parenting, assists parents to implement their parenting plan by facilitating the resolution of their disputes in a timely manner, educating parents about children's needs, and, with prior approval of the parties and/or the court, making suggestions to help parents resolve issues on which they cannot reach a mutually agreeable decision.¹ The overall objective of parent coordination is to help parents develop a more effective style of communication where they can focus on the business of parenting rather than repeatedly re-visit the personal conflicts that contributed to the dissolution of their relationship. In agreeing to have Susan Gorey act as a Parent Coordinator (PC), it is essential the parties understand the scope of the process and the role of the PC. To this extent, the following provisions will apply unless modified in writing;

1) The parties understand that Susan Gorey is a neutral party who will assist them in interacting as parents/caregivers and making decisions that are in the best interest of their child(ren). The parties understand that Ms. Gorey will not make decisions about what is right or wrong or tell them what to do. She will, however, when appropriate, provide information regarding child development that may help parents reach a mutually agreeable decision on an issue(s) related to their child(ren). If requested by parents and/or directed to do so by the Court, she will provide input as to what she believes is in the child(ren)'s best interest with the intent of resolving conflicts between parents when the following issues arise:²

- a. Minor changes or clarification of parenting time/access schedules or conditions including vacation, holidays, and temporary variation from the existing parenting plan;
- b. Transitions/exchanges of the children including date, time, place, means of transportation and transporter;
- c. Health care management including medical, dental, orthodontic, and vision care;
- d. Child-rearing issues;
- e. Psychotherapy or other mental health care including substance use assessment or counseling for the child(ren);
- f. Educational/ psychological testing or other assessment of the child(ren) and parents;
- g. Education or daycare including school choice, tutoring, summer school, participation in special education testing and programs or other major educational decisions;
- h. Enrichment and extracurricular activities including camps and jobs;

¹ Rule 4-509 outlines the scope of parent coordination.
https://www.utcourts.gov/howto/family/parent_coordinator/index.html

² Other issues identified in the Order/Stipulation for PC services may also be addressed.

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- i. Religious observances and education;
- j. Children's travel and passport arrangements;
- k. Clothing, equipment, and personal possessions of the children;
- l. Communication between the parents about the children including telephone , fax, e- mail, notes in backpacks, etc.;
- m. Communication by a parent with the children including telephone, cell phone, pager, fax, and e-mail when they are not in that parent's care;
- n. Alteration of appearance of the children including haircuts, tattoos, ear and body piercing;
- o. Role of and contact with significant others and extended families;
- p. Substance use assessment or testing for either or both parents, including access to results; and
- q. Parenting classes for either or both parents.

2) Ms. Gorey will not make any suggestions regarding legal/physical custody that would substantially change the parenting plan and/or custody arrangement implemented by the Court. Major decisions such as these are reserved for the Court. Further, Ms. Gorey will not offer legal advice and each parent is strongly encouraged to consult with and/or retain his/her own attorney in the event there are legal ramifications associated with an issue(s) related to the child(ren).

3) At the outset of the parent coordination process a meeting will be held - - if possible with both parents³--to obtain background information regarding the child(ren), an idea of how each parent perceives the child(ren) and what issues each parent believes are pertinent to the parent coordination process. During this meeting, the parameters of communication will be determined and agreed on. In most cases parents will, at least initially, be expected to communicate primarily through e-mail and/or text messaging with copies to the PC. Unilateral(one-sided) communication is strongly discouraged as it does little to promote the development of effective parent communication, but will be accommodated if necessary, i.e., in cases where protective orders are in place, etc.

4) Parents understand that in order to establish an effective pattern of communication as parents all communication must be open and honest and that each parent will, at different points in time, need to make concessions to accommodate the child(ren)'s best interest. In addition to meeting with parents together, Ms. Gorey may meet individually/jointly with the child(ren). When this occurs parents understand and agree that any information obtained from the child(ren) will be treated as confidential and will not be disclosed to parents unless

³ Parents will be seen separately for the initial appointment if a protective order is in place unless a provision exists in the order allowing for contact in settings like PC. If such a provision exists, arrangements will be made for parents to arrive and depart at different times to avoid unsupervised contact.

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Ms. Gorey deems doing so will be in the child(ren)'s best interest.

5) The parties understand that if Ms. Gorey determines the child(ren) is/are 'at risk' or have been abused pursuant to the definition provided in UCA 31A-2 1-501 a report will be made to Child Protective Services pursuant to UCA 62A-4a-403.

6) The parties understand that state law provides that any material produced in the context of parent coordination, i.e., notes, proposals, etc., will be treated as confidential communication and no information, written and/or verbal, will be released without the permission of both parties absent direction from the Court and/or an a priori agreement between the parties nullifying this condition. THE PARTIES AGREE THAT IN THIS MATTER MS. GOREY SHALL BE PERMITTED TO COMMUNICATE WITH THE COURT AS NECESSARY TO PROMOTE COMPLIANCE WITH THE PARENTING PLAN AND COMMUNICATION PROTOCOLS AGREED TO BY THE PARTIES. Moreover, the confidentiality provision will not apply if Ms. Gorey believes the child(ren) may be in need of protection and/or if either party is in danger of bodily harm. If a Guardian ad Litem has been appointed for the child(ren) Ms. Gorey may, at her discretion, exchange information about the child(ren) with the GAL given that information will be treated as confidential and will not, absent imminent danger, be shared with other parties unless directed by the Court.

7) Should the parent coordination process not result in the development of an effective parenting relationship and either party chooses to pursue further Court intervention, i.e., a custody/time sharing evaluation, the parties agree not to call Ms. Gorey as a witness and to exclude Ms. Gorey from the list of possible evaluators. Further, the parties agree to not involve Ms. Gorey in the evaluation process by requesting and/or demanding the production of notes, records, etc., generated in the context of parent coordination. If requested, Ms. Gorey will provide a written summary and/or communicate verbally with the custody/time sharing evaluator, but again, this will require the permission of the parties or specific direction from the Court.

8) The parties understand the parent coordination process may not immediately result in mutually agreeable decisions regarding parenting issues but, notwithstanding, the parties agree to continue with the process until a workable parenting relationship is established and/or all possible resolutions have been considered/attempted. If parents are not able to establish a reasonable parenting relationship, Ms. Gorey will provide input based on her understanding of the situation and what she believes will be in the best interest of the child(ren). If this input does not resolve the dispute, parents may seek input from the Court or another party of their choosing who can resolve the impasse, i.e., a Special Master. If parents choose to utilize the services of a Special Master Ms. Gorey will share information accordingly with the permission of both parties.

9) If, during the course of her involvement, Ms. Gorey determines an

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effective parenting relationship and/or an effective pattern of communication cannot be reached and/or that the parties are not capable of working together in the best interest of their child(ren), the parties understand that she will communicate this to them verbally or in writing and similar communication will be forwarded to the respective attorneys and/or the Court when appropriate.

10) A retainer fee of \$1,000. will be required at the commencement of the parent coordination process. If the balance of the retainer falls below \$500., a payment shall be required to bring the balance back to \$1000. Services will be halted until the payment is made. This fee will be applied to the final invoice or reimbursed if no balance remains at the conclusion of the parent coordination process. Ms. Gorey's fee for serving as a parent coordinator is \$165. per hour and, unless prior arrangements are made, payment must be made at the time of service.

11) Ms. Gorey's time will be billed in 6 minute increments including time spent in direct contact with the parties as well as ancillary time spent in relation to serving as a PC, e.g., document review, e-mails, phone contact, etc. For in office appointments, payment is expected at the time of service. If payment is not made at the time of service, a statement will be provided and payment will be due within fourteen (14) days.

12) An attempt will be made to schedule appointments at least one week in advance. If scheduled appointments are not canceled with at least 24 hours notice (one working day), the charge for the scheduled time will be billed **directly to the party with whom the appointment was scheduled**, and additional appointments will not be scheduled until payment for the missed appointment is received.

Agreement for Participation and Payment

I have read the above and agree to participate in parent coordination as outlined above. I agree to pay the fees in accord with the above-described payment schedules. I understand that Ms. Gorey may **not** ultimately support my position in parent coordination, but will provide input she believes is in my child(ren)'s best interest.

Parent Signature

Date

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Susan Gorey, LCSW, JD

NAME _____

DATE OF BIRTH _____ AGE _____

PHYSICAL ADDRESS _____

_____ ZIPCODE _____

CELL PHONE _____

EMAIL ADDRESS _____

I specifically authorize Susan Gorey, LCSW, JD to charge the following credit card for the balance due on my account on a regular basis and upon the termination of Parent Coordination services.

Credit card number

Expiration date

Security Code

Billing zip code

Signature

Date