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## **PARENT COORDINATOR INFORMED CONSENT AND AGREEMENT TO PARTICIPATE**

### **Purpose and Scope of Work**

The purpose of this work is to facilitate the will of the Court by assisting children and their parents/guardians who are experiencing difficulties with co-parenting or child protection matters. Specific issues to be addressed may be identified by the Court, a custody/parent-time evaluator, a guardian ad litem, a mediator, and by the parties themselves. Services may include such things as helping divorcing parents and children make the transition from one to two households; teaching co-parenting skills; facilitating the reunification of parents and children where long separations, abuse, or domestic violence have impacted the parent-child relationship; addressing parenting/care-giving deficits; and assisting adults to resolve conflicts and cooperate to support the needs of the children.

Primary treatment for individual mental health problems will not be provided. For example, if a party is experiencing a substance abuse problem or another mental health disorder such as anxiety or depression which requires individual evaluation and treatment, the affected party would need to seek separate treatment.

### **Best Interests of the Child**

The standard of the Parent Coordinator is the best interest of the child. While emotional support and guidance may be provided to adult parties, the impact of the situation on the child is a focus that will be maintained at all times.

### **Decision Making Authority**

Dr. King's work will be facilitated if she is given limited decision-making authority by the court to make temporary, minor changes in parent plans to help resolve conflicts as needed. Even when the role of Parent Coordinator is specifically referenced in orders, it is necessary for attorneys drafting the orders to include that language for the Court's consideration.

### **What about the children**

Sometimes children require therapy. Dr. King may provide this as part of her services, or she may recommend a different child therapist. When a different child therapist is used, the parties are asked to sign releases to allow the therapist and Dr. King to exchange information.

The child therapist may keep communications with the parents at a minimum and may use Dr. King as a liaison between him/herself and the parents. This is to protect the therapeutic relationship between the child and the therapist and to prevent parents from influencing the therapist.

Sometimes services are sought because children are experiencing difficulty with the parent plan. They may be resisting spending time with one parent. While Dr. King will meet with the children to assess their status, she may or may not provide direct services to the children as a way of addressing their difficulties with the parent plan. Environments created by parents determine how well children adjust. Dr. King's role is to help parents make positive changes in their children's environments so the children feel more secure about the parent plan.

### **Medical Insurance**

Services are not covered by medical insurance. Medical insurance pays for medically necessary treatment for medical conditions. Insurance companies would not view this work as medically necessary.

Individual therapy for children may be covered by insurance, provided the child has a diagnosable disorder which is covered by the insurance plan and the focus of treatment is on that disorder.

### **Conflict of Interest**

Dr. King is impartial. An initial referral to her by one party or attorney, or an initial conversation with her, does not mean she was retained by that party or to advance that party's interests. Fee related matters will not influence her role.

If you are familiar with Dr. King from any other setting or have reason to believe a conflict of interest is occurring, please call this to her attention immediately. If the conflict cannot be resolved, you will be assisted to identify another person to work with you.

### **Confidentiality**

Clients cannot assume information learned by Dr. King will be confidential. Dr. King may be called upon to provide information learned about parties to the Court or those who are recognized by the Court as having a need to know. It should be understood that the client's progress may have an impact on future orders.

**Your signature on this document indicates you are giving your permission for information learned about you and your children which is relevant to the matters before the Court to be shared with the Court or its agents, including attorneys for all parties.**

There are certain situations in which Dr. King is required by law or ethical code to reveal information obtained during treatment to others who may not be directly involved in the matter. If a party reveals that abuse or harmful neglect of children, the elderly, or of a disabled or incompetent individual has taken place and has not been previously reported, Dr. King is required to report this to the proper authorities.

If a party threatens bodily harm or death to another person, Dr. King is required to inform the intended victim and appropriate law enforcement agency. If a party threatens bodily harm or death to themselves, Dr. King is required to inform the appropriate authorities of their self-destructive intentions.

If a party files a complaint or brings malpractice action against Dr. King or otherwise alleges she has violated legal or ethical codes governing her practice, she may disclose to relevant persons information from your records. If a communicable disease is reported to her she is required to report that disease to the Utah State Department of Health. If you file a worker's compensation claim she must furnish relevant mental health records to certain individuals or organizations.

### **Fees**

The fee for services is \$140 per hour. This applies to face-to-face sessions as well as for such work as reading documents that have been submitted for review; communicating with parties on the telephone or via email; preparing written reports or letters; and consulting in person, on the telephone, or via email with attorneys or other professionals involved in the case.

Decisions about which party will be responsible for paying for services or about how fees will be shared must be made before the first session. The responsible party or parties will be asked to pay a retainer of \$500.00 per party, or a total of \$1,000.00. Expenditure of funds will be accounted for in itemized statements. When services are no longer needed, any credit balance will be reimbursed. If either party neglects to pay a balance due within 30 days of receipt of a billing, work will cease until the balance is paid in full.

If an appointment is not canceled 24 hours in advance of the scheduled time, there will be a charge of \$140 per hour, up to a maximum of two hours, if more than one hour was reserved for the session. If both parties are sharing the cost equally and a conjoint session (a meeting with both parties together) is scheduled, and if one party, but not the other, arrives for a session, Dr. King and the party who is present will decide if they will meet. If they do meet, each party will be billed for one-half of the cost of the session. If they do not meet, the other party will be billed the full amount.

If Dr. King is subpoenaed to appear in court or for a deposition or conference, there is a minimum fee of \$500.00 for one-half day (3.5 hours) and \$140.00 per hour for all subsequent hours. Fees commence at the time Dr. King is asked to arrive and end when she is dismissed, whether she has testified or not. The minimum fee is payable in advance by the party whose attorney issues the subpoena. Travel expenses may apply for out of town/state travel.

There will be a fee of \$20.00, or the maximum allowed by state law, for returned checks. If payment of fees is not made in a timely manner such that a balance due on an account results, there will be a finance charge of 1.5% per month (21% per year) on unpaid balances over 60 days.

Charges not paid 90 days after they have been initially billed may be turned over to a collection service. If this occurs, an amount equal to 50% of the unpaid balance will be added to the account to cover collection costs.

The responsible party or parties would be expected to pay this increased amount and any subsequent interest charged by the collection service. If legal action is required to collect, the responsible party or parties would be required to pay attorney’s fees, court costs, and other costs associated with collection of the account.

Place your initials on the box (use initials, not a check mark) to indicate who is responsible for fees. **Both parties should consult in advance to make sure both are initialing the same box.**

- One party is responsible for all fees. That party is: \_\_\_\_\_
- All fees will be divided equally.
- Other (describe): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Your signature below indicates you have read, understood to your satisfaction, and agreed to the information and conditions set forth in this agreement.*

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Printed Name**