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Thank you for reading this lengthy document carefully. Please also ask your attorney, if you are represented by an attorney, to review it, as well. Your initials and the initials of your attorney should be placed at the bottom of each page to certify the information has been read and understood. If you or your attorney wish to make changes to this Agreement to address special circumstances, please discuss this with the other party and then contact Dr. King.

**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 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, and by the parents/guardians themselves.

Services may include such things as helping divorcing parents 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 person is experiencing a substance abuse problem or another mental health disorder such as anxiety or depression which requires individual evaluation and treatment, the affected person 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 support and guidance may be provided to parents/guardians, the impact of the situation on the child is a focus that is maintained at all times.

Client and attorney should initial to indicate this page has been read and understood.

Client initials: _____

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Drafting Orders: Length of Service

Orders should state the amount of time the Parent Coordinator will serve. Two years is a common length of time. If services are needed beyond the time specified, services can be renewed. If services are needed less than the time specified, the Court will release the Parent Coordinator.

Drafting Orders: Decision Making Authority and Role Conflicts

Utah Rule 4-509, Court-Appointed Parent Coordinator, does not give the Parent Coordinator decision making authority. However, it is generally agreed the work of a Parent Coordinator will be more effective if the Parent Coordinator is given limited decision-making authority within the context of existing orders and where orders may not address the situation at hand. Orders should state the extent and nature of any decision-making authority to be given. Orders should specify if the Parent Coordinator is to serve as Special Master.

It should be understood when two different people are appointed to serve as Parent Coordinator and Special Master, there may be confusion because of the overlap in roles or perception of roles. In some jurisdictions, the two terms are used interchangeably. Care would need to be taken to specify the duties and limitations of each.

When One Person Does Not Choose to Participate

Dr. King will not agree to work only with one party when there is an order for both parties to participate. Sometimes a party will choose not to participate in Parent Coordinator work despite an order to do so. Reasons include lack of funds, an inability to appreciate the value of non-adversarial strategies, and/or a desire to use non-action as a means of achieving or maintaining control. Such persons may have a history of failing to comply with other court orders. Appointment of a Parent Coordinator may not be productive until the Court has addressed any noncompliance with orders.

What about the children/Services when children are resisting parent time

Sometimes children require supportive counseling. 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 parents/guardians are expected to sign releases allowing the therapist and Dr. King to exchange information.

In some situations, 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

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protect the therapeutic relationship and prevent parents from influencing the therapist intentionally or inadvertently.

Sometimes services are sought because children are resisting spending time with one parent. While Dr. King may meet with a child to assess his/her status, she may or may not provide direct services to the child as a means of addressing the child's resistance. The solution to a child resisting contact with a parent does not always include working directly with the child. This can place the child in the middle, which is often the cause of the problem in the first place.

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 person or attorney, or an initial conversation with her, does not mean she was retained by that person or to advance that person'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 in work with the Parent Coordinator may have an impact on future orders. Dr. King will provide information about progress being made by the parties only if a progress report is requested in writing by one of the attorneys or *pro se* clients involved in the case or if requested by the Court.

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

If a person 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.

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 parent will be responsible for paying for services or about how fees will be shared must be made before the first session. The responsible person/s will be asked to pay a retainer of \$1,000.00 per person, or a total of \$2,000.00. Expenditure of funds will be accounted for in itemized statements. When services are no longer needed, any credit balance will be reimbursed. If either person neglects to pay a balance due within 30 days of receipt of a billing statement, work will cease until the balance is paid in full.

If a face-to-face 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 and a conjoint session (a meeting with both parties together) is scheduled, and if one person, but not the other, arrives for a session, Dr. King and the person who is present will decide whether they will meet. If they do

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meet, each person will be billed for one-half of the cost of the session. If they do not meet, the other person 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, which will cover her time for one-half day (3.5 hours). The charge for additional hours will be \$140.00 per hour. Fees commence at the time Dr. King is asked to arrive and end when she is excused, whether she has testified or not. The minimum fee is payable in advance by the person who 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 (18% 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 40% of the unpaid balance will be added to the account to cover collection costs.

The responsible person/s 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 person/s 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.

- One person is responsible for all fees. That person is _____
- All fees will be divided equally.
- Other (describe): _____

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

Client Signature

Date Signed

Printed Name