

Cher L. King, Ph.D., NCSP
Licensed Psychologist
Nationally Certified School Psychologist

Office location
3544-G Lincoln Avenue
Ogden, UT 84401

801-726-7772 phone
435-734-1600 fax

Mailing address
P. O. Box 102
Willard, UT 84340

dr.king@comcast.net
www.cherlking.com

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.

SPECIAL MASTER AGREEMENT

Purpose and Scope of Work

The purpose of this work is to facilitate the will of the Court by resolving disputes between parents/guardians who are experiencing difficulties with parenting, co-parenting, child protection, or any other matters targeted by the Court. Attempts will be made to help parties resolve disputes themselves. However, the Special Master is authorized to make decisions when parties are unable to reach agreement. Decisions are binding unless modified or set aside by the Court.

Court orders and agreements should provide information about the Special Master's authority in a given case. Typically, issues addressed include such things as disagreements about parent time or about dates, times, and transportation for parent time exchanges; requests for temporary changes in parent time; and disputes surrounding extracurricular activities and educational or health care matters. Special Masters may be asked to perform special duties or interventions to facilitate, monitor, or control communication and other activity among parties and help ensure compliance with orders about any aspect of the case.

While a Special Master may be a mental health professional, the provision of mental health therapy is outside the scope of duties for a Special Master. 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 treatment elsewhere..

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

Client initials: _____

Attorney initials: _____

Best Interests of the Child and Child Therapists

The impact of the situation on the child is a focus that is maintained at all times.

Sometimes children require supportive counseling. When a child therapist is used, the parents/guardians are expected to sign releases allowing the therapist and Dr. King to exchange information unless this conflicts with the terms of a “safe haven” therapy situation.

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

Parties cannot assume information learned by Dr. King will be confidential. Dr. King may be called upon to provide reports to the Court about the parties’ ability to work cooperatively with the Special Master and to comply with decisions made by the Special Master and otherwise follow the directions of the Special Master. Reports may also be shared with those who are recognized by the Court as having a need to know such as attorneys for all parties. It should be understood that these reports 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 her work to others who may not be directly involved in the case. 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-

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

Client initials: _____

Attorney initials: _____

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 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 party 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 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

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

Client initials: _____

Attorney initials: _____

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