

AGREEMENT FOR SERVICES  
PARENTING COORDINATOR

This Agreement for Services is entered into between John Hurst as Parenting Coordinator (P.C.), and \_\_\_\_\_ (father) and \_\_\_\_\_ (mother) as the clients, and as the parents of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing below, the parties agree to the following:

1. Prior to our first meeting, both parents were sent the following documents for their review and to be discussed and forwarded to their attorneys.

Parenting Coordinator Agreement for Services  
AFCC Guidelines for Parenting Coordinators

2. SERVICES / OBJECTIVES - As the parenting coordinator, my primary objectives are to assist both of the parents in the following
  - a. Help the parents resolve conflict in a manner that is beneficial to the child or children.
  - b. Reduce conflict between the parents.
  - c. Reduce chronic litigation, thereby preserving family assets.
  - d. Act as a Buffer to divert the conflict from the children and each parent.
  - e. Raise the parent's skill level in collaborative or parallel parenting and decision-making.
  - f. Protect and sustain safe, healthy and meaningful parent-child relationships.
  - g. Assist parents to co-parent in a manner that promotes the well-being of the children.
  - h. Assist parents in learning and implementing effective communication methods.
  - i. Maintain, modify, and mediate a viable parenting plan.
  - j. Monitor the compliance of any existing Court Orders

These services may have been enlisted voluntarily, stipulated by Consent Agreement in a Court Order, or may have been issued as a ruling in a Court Order. It is understood that the Parenting Coordinator cannot change the legal custody status of the children, or major changes in the visitation schedule as specified in the divorce decree or any other Court Order. The implementation of parenting plan/custody order, temporary adjustments, minor changes in holiday and vacation schedules and fulfilling terms of court orders will be a subject of our work. The services also provided in assisting the parents in organization and problem solving of the issues relating to their divorce and separation. In my role as parenting coordinator I am not neutral, however I will strive to be unbiased. In addition and in particular to your situation, the purpose of our work will include

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Through out the process, I will help the parent's review, organize, reality test, brainstorm and evaluate options.

3. PROCESS -

Basic Guiding Principles – Parenting Coordination is to be a transparent process where there is clarity in the roles, rules and an understanding of the parent's legal and ethical obligations. The most important rule is – the rule of no surprises. Not for the parents, the Court, the attorneys, and others involved. The goal is to help the parents resolve parenting issues with full disclosure in an open environment. That informed consent is a process that we will always be reviewing and is not just a one time event. And that the process should have use of appropriate outside consultations, with reliance upon codes, standards and the best practices and that the P.C. is open for peer review.

Role of Parenting Coordinator – The Parenting Coordinator has a hybrid mediator / educator / arbitrator role. Though the P.C.'s role is NOT as a therapist, legal counsel, coach, parent educator, counselor, custody evaluator, or Judge, the P.C. must possess knowledge and experience in each of these domains and within this process will use many of the skills and functions that each of these professions utilize.

Function of Parenting Coordinator - The function of the P.C. is to help implement, modify, and mediate the parenting plan; to assess ongoing impasses to co-parenting; to educate parents about child development, communications, and conflict resolution; to mediate parent disputes; and finally if no resolution is possible by agreement of the parents, to make an arbitative binding decision.

Arbitrated Decision – If efforts to negotiate a resolution of an issue are unsuccessful between the parents, then the Parenting Coordinator shall resolve the issue through arbitration, based upon disclosures that were made in the negotiation process. The Parenting Coordinator will offer a written recommendation that becomes binding until the Court enters an Order of Judgment altering, modifying, or terminating the recommendation. The P.C. decision cannot change the legal custody status of the children, or major changes in the visitation schedule as specified in the divorce decree or any other Court Order.

Planned Meetings - Conflict resolution and conflict containment is not a crisis service. The goal is for both parents to learn strategies for problem solving and reduction of conflict. It is expected that we will work in Joint and Separate sessions to address issues of the divorce and co-parenting obstacles. These sessions will be face-to-face appointments that are arranged by telephone or email in advance. On occasion we may perform separate work sessions over the phone. These sessions will be during normal business hours.

Crisis Situations - Recognizing that crisis situations do occur between regular scheduled appointments, I will attempt to be available by telephone and in person as necessary. A crisis is any situation that either parent feels the child or children are endangered emotionally or physically, or where an immediate problem requires clarity or resolution on an emergency basis.

4. LEGAL ADVICE - As the Parenting Coordinator I do NOT provide legal advice and I am not an Attorney. You both are strongly recommended to obtain legal counsel and are requested to advise and consult with legal counsel on all aspects regarding any issues we discuss.
5. THERAPY - As the Parenting Coordinator I do NOT provide therapy and I am not a therapist. As issues are discussed with the parent, it may be recommended for the parent to seek services from a Psychologist, or other Licensed Mental Health Professional.
6. REPORTING and CONFIDENTIALITY - Throughout the process of parent coordination, I will be providing regular written summary reports describing the nature of conflicts discussed and recommended solutions. Copies of the reports will be given to each of you as well as send to your attorneys. Because I may be reporting to the Courts and because written reports are being issued that are intended to be used to resolve conflicts for the benefit of the children, and for several other reasons, it is understood that this is **NOT** a confidential process. Any communication, document, or my testimony is subject to subpoena in a Court of Jurisdiction. Though this is not a confidential process, during separated session discussions with each parent, I will not discuss what is said with the other parent unless granted permission by that parent. However, I will encourage each of you to share your concerns in joint sessions. Any documents or written material provided to me will NOT be shared with the other parent unless expressly authorized by the parent providing it, to share with the other parent, or if I am required by Court proceedings to disclose. Please be aware that because this is NOT a confidential process, all my files, emails, and documents are discoverable through the legal processes. **EXCEPTIONS TO CONFIDENTIALITY** - as mandated by Virginia Code, any allegations rising to the level of reportable child abuse, or any threats of harm to any participant, will be reported to the proper authority.

EMAIL CORRESPONDENCE - it is expected that we will be using email as a method of corresponding and to learn techniques for better communication. Please do not include me as a **cc** or **bcc** on email communication with your attorney without your attorney's approval and knowledge. Doing so could compromise your attorney client privilege.

7. PARTICIPATION - The services provided are anticipated to be ongoing in nature and are provided on an hourly or fixed fee basis. Upon signing this agreement, it is understood that either parent cannot terminate my services as a parenting coordinator for a period of \_\_\_\_\_. After this time, either party may decide to terminate services at any time without any further notice or participation unless otherwise ordered by Court. It is agreed that the Clients will incur no additional costs and are not obligated to continue except as on an hour by hour basis. Termination of services by one parent does not terminate services for the other parent. Should one parent wish NOT to continue with the parenting coordination process, the other parent may continue with the process to help them address co-parenting issues. However no arbitrated decisions will be made without both parents in the process.

Both parents agree that the goal of our work is to resolve problems with the least amount of conflict and in the most productive means possible. Both parents recognize the need for the legal system and at times for the courts to decide certain issue. However, both parents agree, that without waiving any rights, they do commit to one another and the parenting coordinator NOT to threaten or seek legal resolution of issue though the court system without first giving their good faith effort at resolving issues and differences through this process.

As the Parenting Coordinator, I am not obligated to provide Services after either party has requested termination. Should I need to withdraw from my role as parenting coordinator, notice will be given to both of you as well as your attorneys. I will provide you with the names of three professionals competent to assume the role of parent coordinator, and I will continue on as possible to facilitate a smooth transition. All money remaining in each retainer account will be refunded.

8. RELEASES - It is understood that unless otherwise stated, all therapists involved, attorneys involved and previous or current evaluators are authorized to release information directly to me, subject to attorney-client privileges. It is expected that for the children's benefit, I will have direct access to all therapists, attorneys, Guardian ad litem, custody evaluators, school personnel or other professionals involved in the divorce and parenting of the children. It is understood that the P.C. is to have access to all documents in conjunction with the Court case unless sealed by the court, including all Orders, Motions, Agreements, Consent Agreements and any custody evaluations performed, any CPS documents, or other documents germane. The parents agree to sign release forms necessary to obtain these documents. The P.C. will NOT have access to any documents from any of the parent's individual therapists, doctors, or legal counsels that are privileged.

Ex-Parte Communications – The parents understand that I may from time to time have informal, off the record, separate individual conversations with each parent's attorney without the other attorney involved or present. This is known as Ex-Parte communication and the parent's agree to this communication. The purpose of these conversations is to discuss only issues that pertain to that attorney's client and not to discuss the other parent's information. It is also understood that as Parenting Coordinator, I will NOT have any ex-parte communication with the Courts of any Judge. The only communication with the Courts will be through written reports that are released to both parties, or testimony in Court should I be subpoenaed.

9. PEER CONSULTATION - It is understood that the Parenting Coordinator as a form of accountability participates in Peer Review and consultation. From time to time the Parenting Coordinator will discuss individual cases with other professionals in Parenting Coordination to improve professional abilities, to be held accountable for practices and methods, and to obtain guidance in certain cases. The Parenting Coordinator will not divulge in Peer Review and Consultation the names or personal information of the clients, or any information that could reasonably lead to another professional knowing who the clients are.

10. FEES –

\_\_\_\_\_ HOURLY - There will be a retainer of \$\_\_\_\_\_ from each parent to initiate this parenting coordinator agreement. The retainer accounts will be individually drawn on at the following rates for each hour in 1/4-hour portions. Hourly services will include time in joint and separate meetings, telephone conversations with the parents or other professionals involved, emails, written document work, and for Court appearances. Court appearances are billed by the hour from the time I leave my office until I am released by the Court or client at the Courthouse.

When the retainer accounts fall below \$100, the P.C. may request a further deposit of retainer from the parents. At the end of the Parenting Coordination process any amounts remaining in the accounts will be returned to the parents.

Hourly fee per client is

\$\_\_\_\_\_.00 per hour in joint sessions and

\$\_\_\_\_\_.00 per hour for separate sessions and other individual work, including emails, phone conversations with client or collateral contacts, Court appearances and written documentation work.

FEES – continued

\_\_\_\_\_ FIXED FEE – The fixed fee option for services will include as many joint and/or separate meetings you request, all the time you request or want for telephone conversations with the parents or other professionals involved, email correspondence and for written document work (that is less than 1 hour in preparation). Not included in the fixed fee is time for Court appearances and written documentation that takes longer than 1 hour to prepare. With the fixed fee option, you know ahead of time what your total costs will be for a period of time.

Fixed schedule is

\$\_\_\_\_\_ for six (6) months of work.

\$\_\_\_\_\_ for twelve (12) months of work.

At any time during the first six months you wish to convert to the 12 month plan, full credit is given for all payments made for the 6 month plan to the 12 month plan.

Written documentation that requires longer than 1 hour to prepare is billed at \$100.00 per hour over the first hour. Court appearances are billed at \$100.00 an hour from the time I leave my office until I am released by the Court or client at the Courthouse.

SEEN, ACKNOWLEDGED AND AGREED:

\_\_\_\_\_ Date \_\_\_\_\_  
Client Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Client Signature

\_\_\_\_\_ Date \_\_\_\_\_  
Parent Coordinator

\_\_\_\_\_ Date \_\_\_\_\_  
Other Person present