

B. KERRY BROWN | LCSW

PSYCHOTHERAPIST | PARENTING COORDINATOR | MEDIATOR

RESOLVE. RENEW. REBUILD.

WWW.BKERRYBROWN.COM

306 BULLARD PARKWAY | TEMPLE TERRACE, FL 33617 | OFFICE 813.988.0700 | FAX 813.988.2900

PARENTING COORDINATION - CLIENT INFORMATION

The following information is required for client records and billing purposes. This information will be placed ONLY in your personal file and our computerized billing system. Strict confidentiality will be maintained to the highest ethical and legal standards. **Please complete this form in its entirety.**

Client Name: _____ Email: _____

Sex: _____ Age: _____ Date of Birth: _____ / _____ / _____ Marital Status: _____

Street Address: _____ Home Phone: _____

City: _____ State: _____ ZIP: _____ Cell Phone: _____

SS#: _____ - _____ - _____ DL#: _____ Work Phone: _____

Employer: _____ Occupation: _____

Business Address: _____

City: _____ State: _____ ZIP: _____

Yearly Salary Range:

- | | |
|--|--|
| <input type="checkbox"/> \$0 - \$19,999 | <input type="checkbox"/> \$80,000 - \$99,999 |
| <input type="checkbox"/> \$20,000-\$39,999 | <input type="checkbox"/> \$100,000-\$119,999 |
| <input type="checkbox"/> \$40,000-\$59,999 | <input type="checkbox"/> \$120,000-\$149,999 |
| <input type="checkbox"/> \$60,000-\$79,999 | <input type="checkbox"/> \$150,000 and above |

Please list all children involved in the Parenting Coordination Process:

Name of Child: _____ Age: _____ Sex: M F

Name of Child: _____ Age: _____ Sex: M F

Name of Child: _____ Age: _____ Sex: M F

Name of Child: _____ Age: _____ Sex: M F

Name of Child: _____ Age: _____ Sex: M F

Name of Child: _____ Age: _____ Sex: M F

I certify that the information supplied on this form is accurate and correct to the best of my knowledge. I understand that I am voluntarily engaging the services of B. Kerry Brown | LCSW to provide Parenting Coordination Services. I understand that my complete cooperation is required throughout the course of this process. I further understand and agree that all broken appointments and appointments cancelled with less than 24 hours notice are billable at full charge. I understand that I am responsible for all outstanding balances. Accounts sixty (60) days or more past due may accrue interest at a rate of 2% per month. Should it become necessary for any balance to be placed for collection, I hereby agree to pay for any/all collection costs, including all attorney's fees and court costs.

Client Signature

Today's Date: _____ / _____ / _____

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AGREEMENT AND CONTRACT TO ENGAGE IN PARENTING COORDINATION

This document contains information on the Parenting Coordination process I have been retained to conduct upon order of the Court, or upon stipulation of both parties and their attorneys, and ratified by the Court. As a Psychotherapist licensed under Florida Statutes 491, and Qualified under Florida Statute 61.125, I am trained, experienced and legally qualified to conduct the services described below. I will not in any way provide any form of clinical diagnosis or psychotherapeutic treatment as a part of this process. Should you feel there is a need for such services, you agree to seek professional assistance from an appropriate clinician other than myself.

Guidelines to be reviewed and agreed upon before this process commences include the following:

- 1. Parenting Coordinator's Role:** By remaining impartial and neutral, I will endeavor to analyze and assess the many individual and family factors contributing to the unresolved conflicts currently being experienced, and utilize my training and experience to teach appropriate conflict resolution skills to both parties. Further, when the parties are unsuccessful in reaching consensus or appropriately negotiated resolution in a given dispute, I am authorized to make a binding determination in all matters *except* decisions resulting in what the Court would consider a "substantial change in circumstances". My goal is to assist parents in making decisions that facilitate healthy child development, and assist the court in making decisions in the very best interest of your child(ren). As a Parenting Coordinator, I may need additional information in order to evaluate the psychological, developmental and emotional needs of each child, the parenting capacity of each prospective custodian, and the functional ability of each parent to meet the complicated needs of each child. The wishes of your child(ren), where appropriate, will also be considered. I will give each parent ample opportunity to contribute pertinent information and communicate any concerns. It is my specific intent to conduct the Parenting Coordination process to the highest professional and ethical standards, which shall be free from discriminatory bias based upon age, gender, race, ethnicity, national origin, religion, disability, language, culture or socioeconomic status.
- 2. Multiple Relationships:** As is expected by professional standards, I will not engage in a Parenting Coordination process for any current or former psychotherapy client(s), or any person(s) with whom a previous professional or personal relationship exists, *except* under rare or extraordinary circumstances, *and only if* both parties request such involvement, and the attorneys for both parties fully agree. If I become aware of such a previous relationship during this process, I will inform the court and respective attorneys of my professional obligation to withdraw, if appropriate, and will refund any unused retainer to the appropriate parties.
- 3. Pre-Appointment Communications:** Should you choose to engage my services as a Parenting Coordinator, I will gladly discuss and clarify any information contained in this Agreement, or discuss any concerns regarding the *process* of Parenting Coordination. Also, as discussed in #4 below, I will discuss any concerns regarding safety, domestic violence or potential abuse issues with either party. In order to ensure my neutrality and avoid real or perceived bias on my part, until I am officially appointed by the Court, I will *not* discuss with either party or either party's attorney any specific matters pertaining to the case itself other than to request or clarify information needed to commence or proceed with this process.
- 4. Safety:** You agree that if there has been any violence or domestic abuse in your relationship, or any current viable threat to you, your child(ren), or any other party to this process which may limit your ability to effectively participate in the process, you will report this to me in a timely manner. You may inform me either directly during any individual session or visit, or confidentially via telephone, or via confidential email (Kerry@BKerryBrown.com). You further agree to notify your respective attorney of any concerns you may have in this regard.

_____ **5. Mandatory Reporting:** You understand and agree that, by law, when information concerning child abuse or neglect; abuse, neglect or exploitation of a disabled adult or elderly person; or the serious threatened harm to anyone comes to my attention during the course of this process, I *must* notify the appropriate authorities or potential victim, if any, and not adhere to the confidentiality restrictions normally expected during the course of such a process.

_____ **6. Court Appearances and Records:** Appearance in Court on any Parenting Coordination case involves your permission to testify, OR the Court's permission to allow my testimony. If requested by the Court, or if I myself request to testify for any reason, you agree to pay my standard fee of \$300/hour at the percentage ordered by the Court, for any and all time expended in preparation, travel or testimony. In the event that I serve as a witness, expert witness or any other role in any litigation or hearing or other legal proceeding, you agree to pay my standard fee of \$300/hour for any time expended in such testimony. This includes preparation time, travel, testimony time, or time waiting to testify, whether or not my testimony is actually taken. You agree not to request or subpoena for any reason any of my personal notes, interview summaries, records, drafts, or any documents used in the course of a Parenting Coordination process. Should any signatory of this agreement seek to compel me to provide information in a court proceeding or elsewhere, you agree in advance that this person will compensate me, at the rate of \$300/hour, for *any and all time* expended in response to the request for release or subpoena of information, including preparation and court time, document review and phone calls, all travel time (portal to portal), all time expended in invoicing, correspondence, etc., plus the cost of all legal services which I may employ to defend the integrity of this process. If requested to testify by the Court or any party to this Parenting Coordination process, you authorize me to testify to the Court regarding any and all specifics contained within my case file and/or the process of reaching my conclusions or recommendations. You also agree to pay my normal compensation fee of \$300/hour, which shall include any and all time expended in the course of any and all court appearances associated with this process. You also understand and agree that any Court appearance will require an additional retainer of \$1000.00 by the requesting party before I will appear to testify. If additional time not covered by this retainer is required in the course of any court appearance, you agree to compensate me for all additional time expended, at my normal fee of \$300/hour, upon presentation of final invoice. If both parties request my presence in court, the retainer fee and any additional fees can be split according to percentage agreed upon between the parties, or as ordered by the Court. Any unused portion of the retainer will be returned to the appropriate party or parties upon completion of all Court action.

_____ **7. Independent Legal Counsel:** You are encouraged to avail yourselves of legal counsel if you so desire. You have the right to retain a separate and independent attorney of your own choosing to advise you of your legal rights and responsibilities during this legal proceeding. You are encouraged to talk openly with your attorney throughout the entire investigative process. You understand that I will not provide any legal services or advice. *Please complete the following in regards to your attorney:*

_____ **Participant name**

_____ Attorney's Name

_____ Attorney's Phone Number

_____ Attorney's Address

_____ **8. Fees:** My fee for Parenting Coordination services is one hundred fifty dollars (\$150) per hour, payable via cash, check, cashiers check or credit card. Time is billed per each 6 minute increment. This rate shall apply to my time involved in all sessions, phone calls, interviews and discussions with collateral contacts, reading of any pertinent documentation or emails, participating in case conferences, preparation of parenting plans, preparation of reports and recommendations, any required collection action or related litigation, and any and all other time spent on your behalf. As such, a **retainer of \$2000.00** is required before this process is begun. This deposit can be paid by including a check with this signed agreement, by calling my office and making a credit card payment, or by personally delivering a cash deposit to my office. As more time is required, you agree to pay an additional retainer upon request. Any unused portion of any retainer shall be returned upon completion of my services as a Parenting Coordinator, or after six (6) months with no required sessions. You will be supplied an accounting of hours accrued upon request.

Each party shall share the payment for Parenting Coordination services according to the following percentage:

Name: _____ Percentage of Fee: _____ %

Name: _____ Percentage of Fee: _____ %

_____ **9. Full Disclosure:** You agree to cooperate fully with all requests for documentation or records, and fully disclose all relevant information, as requested throughout the course of this process. If you have any reason to doubt the honesty, accuracy or completeness of the opposing party's disclosure of any relevant information, it is agreed that you will inform your attorney and me as soon as such concern arises.

_____ **10. Cancellation Policy:** During the course of this process, time will be coordinated with and reserved for you, or on your behalf. My full hourly fee of \$150.00/hour will be charged for all appointments that are not cancelled or rescheduled at least 24 hours in advance. This includes missed office visits, phone appointments and interviews scheduled with you, with collateral contacts, or on your behalf, barring unforeseen and documentable emergencies.

_____ **11. Expected time frames and process:** Each party can expect a minimum 2-hour individual session at the beginning of this process, followed by a 2-hour conjoint session. Future sessions will be scheduled individually or conjointly, and may be one or two hours, depending on the specifics of the case, the dynamics between parties, and relative schedules of all parties. There is no way to determine how many sessions will be required but, generally, the more quickly conflict subsides and a climate of cooperation is established, the sooner sessions can be reduced over time.

_____ **12. Psychological Evaluation:** During the course of this process, I will not give an opinion about the level of psychological functioning of any individual, or clinically diagnose any individual. If I become concerned about the psychological or emotional functioning of either party, and have not received a psychological evaluation for that individual, I may request that the Court order such an evaluation by a qualified professional before I can continue the Parenting Coordination process. If such an evaluation is not ordered by the Court, or is otherwise unavailable, I may include a statement of my concerns in a written summary to the Court.

_____ **13. Informed Consent:** You understand that Parenting Coordination is not equivalent to psychotherapy, but like therapy there IS an assumption of privilege or confidentiality regarding information disclosed in Parenting Coordination sessions. However, by consenting to working with me as Parenting Coordinator, **you are consenting to a waiver of this confidentiality**, and agree to the disclosure of any/all information discussed or divulged in Parenting Coordination sessions to the Court and/or attorneys if it becomes necessary for any reason, in my sole professional opinion. By your signature, you consent to waive any assumption of confidentiality for the purposes of my testimony, whether in the submission of a written summary, letter or recommendations to the Court, or in-court or telephonic testimony in any litigation process during or after my tenure as Parenting Coordinator. Your signature also gives consent to allow me to contact any and all relevant collateral contacts, and to be allowed full and complete access to any and all records requested by me, including legal, financial, school, medical, mental health and all such related records for yourself and any and all minor child(ren) involved in the Parenting Coordination process.

_____ **14. Parent Communication Guidelines:** You agree to agree to the following guidelines regarding communications between parents, the Parenting Coordinator, and other involved professionals:

a. The parents will use the guidelines provided to them entitled "Guidelines for Effective E-mail Communication" for all written communications including texts, e-mails, or mail including ourfamilywizard.com. [Attached]

b. The parents will cc: the Parenting Coordinator with all e-mails or texts to each other. The parents will cc: the other parent with e-mails to professionals about the children.

c. The parents will not, nor will they allow others to, disparage the other household members in the presence or hearing of the child(ren).

d. The parents will not, nor will they allow others to, discuss the litigation, child support, or court services in the presence or hearing range of the child(ren).

e. The parents will not, nor will they allow others to, use the child(ren) as messengers.

f. The parents will not, nor will they allow others to, question the child(ren) about their time at their other home or about co-parenting matters. They may discuss the children's feelings. If the parent feels they need to ask questions, they will ask questions about the child(ren)'s time with them rather than time with their other parent.

g. The parents will use two home friendly vocabulary with the children.

h. The parents will notice the other parent within 24 hours of the time they are notified of any professional appointments or activities for the children, or immediately if 24 hour notice is not available.

15. Waiver of Decision-making Authority:

Florida Parenting Coordination Rule 12.742 states, in part:

(g) Authority with Consent. The parenting coordinator may have additional authority with express written consent. If there has been a history of domestic violence the court must find that consent has been freely and voluntarily given. (1) With the express written consent of both parties, the parenting coordinator may (A) have temporary decision-making authority to resolve specific non-substantive disputes between the parties until such time as a court order is entered modifying the decision; or (B) make recommendations to the court concerning modifications to the parenting plan or time-sharing. (2) With the express written consent of a party, a parenting coordinator may (A) have access to confidential and privileged records and information of that party; or (B) provide confidential and privileged information for that party to health care providers and to any other third parties.

(h) Limitation of Authority. A parenting coordinator shall not have decision making authority to resolve substantive disputes between the parties. A dispute is substantive if it would (1) significantly change the quantity or decrease the quality of time a child spends with either parent; or (2) modify parental responsibility.

You understand that by consenting to work with me as Parenting Coordinator, you are giving me your expressed written permission, via this contract, to assume the additional authority listed above (g), with the limitations of authority also listed above (h). You understand that you are delegating to me the role of **Arbitrator** - or final decision maker - in all unresolved conflicts *except* the "substantive disputes" defined in (h) above. You understand the ramifications of this action, and voluntarily agree to this clause.

This document is a legal contract. Your signature below certifies that each term has been discussed, all questions and concerns have been addressed, and this contract accurately reflects your agreement to engage my services of Parenting Coordinator as described above. You understand that your signed contract will be filed with the Court along with my Notice of Acceptance of your case, and will become a public document in your case file.

If this is your understanding, please print and sign your name in the spaces indicated below. You may include a personal or cashiers check, or call my office to make a credit card payment or other arrangements. With your signed agreement and the submission of [your portion of] the non-refundable retainer of \$2000.00, this case will officially begin. I look forward to meeting you and working with you in the best interests of your child(ren).



B. Kerry Brown | LCSW
Qualified Parenting Coordinator,
Nationally Certified Parenting Coordinator

Participant Name (Please print legibly)

____/____/____
DATE

Participant Signature

Effective E-mails Between Homes

1. In general, send only necessary e-mails and limit the amount per day.
2. Limit the topics to no more than 3 at a time, and less if possible. Each item should be no more than two sentences in general.
3. Number the items to discuss so when the other parent is writing back they can address the issues in the same format for easy response. Each number is a separate item, not a continuation of the previous item.
4. Use their name to begin the e-mail, such as “Bill, Can you...”.
5. Use basic manners, such as “please” and “thank you.”
6. Make your e-mail brief and specific. Only elaborate if the other parent requests elaboration, and even then limit it to the information they are requesting.
7. Keep e-mails focused on the present or future; do not bring up the past.
8. Do not have others send your e-mails for you, but do e-mail directly to the person you want to communicate with instead of to one of their relatives or friends.
9. Make your e-mails non-judgmental. Do not give directions on how the other parent should parent or co-parent.
10. For the most part, keep the e-mails about appointments, activities; pick up/drop off details, etc.
11. Give choices and be flexible when possible.
12. Ask instead of demand. Use diplomacy.
13. If you get an e-mail full of what you are doing wrong, don’t take the bait. Respond as you would to a business partner or co-worker. Focus on solutions.
14. If there are concerns address them by using “I” Statements. “I feel _____when _____and I recommend _____.” For example; “I feel concerned when I see Bobby’s low grades and I recommend we take him to a tutor. What do you think?”
15. When an e-mail is received that asks for a response immediately let the sender know that you have read it. If you don’t have an answer let the other parent know when you will make your decision.
16. Don’t speak for anyone else. You can say, “The children said...” or “I think they may feel...”, but not “The children feel...”.

Before you hit send, review this list. Ask yourself if this is about the co-parenting relationship and does it meet all the criteria listed? If not, then stop and rewrite.

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**CONSENT TO ALLOW ACCESS TO RECORDS
FOR PARENTING COORDINATION PURPOSES**

TO: ALL RELEVANT PARTIES

RE: ACCESS TO RECORDS UPON REQUEST

I understand that in this Parenting Coordination process, ***I fully and voluntarily waive any implied or actual assumption of privacy or confidentiality*** in regards to any/all information requested by the Parenting Coordinator. By consenting to this process, I have consented to the full and complete disclosure of any and all information requested by the Court-appointed Parenting Coordinator, **B. Kerry Brown | LCSW**. By my signature, I consent to waive any assumption of privacy or confidentiality, whether during the process itself, in the submission of a written summary of the Parenting Coordinator's findings, or in any litigation process to follow. My signature also gives consent to allow the Parenting Coordinator to contact any/all collateral contacts deemed appropriate, and to be allowed full and complete access to any/all records requested, including legal, financial, school, medical, mental health and all such related records for myself and any and all minor child(ren) involved in this process. This release shall serve as my full and unrestricted permission for any party, upon request, to provide to **B. Kerry Brown | LCSW**, any/all information, records and documentation requested, with no further contact with me.

Participant Name (Please print legibly)

_____/_____/_____
DATE

Participant Signature

(_____)_____
Contact Phone Number(s)



B. Kerry Brown | LCSW
Qualified Parenting Coordinator
Nationally Certified Parenting Coordinator

_____/_____/_____
DATE